

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

**B E T W E E N :**

**VOLKAN BASEGMEZ, CEM BLEDA BASEGMEZ, ANIL RUKAN BASEGMEZ,  
BA&B CAPITAL INC., SERDAR KOCTURK  
and KAAH HOLDINGS INC.**

**Applicants**

– and –

**ALI AKMAN, SAMM CAPITAL HOLDINGS INC.  
and TARN FINANCIAL CORPORATION**

**Respondents**

**APPLICATION UNDER** Sections 207 and 248 of the *Business Corporations Act*, R.S.O. 1990,  
c. B.16.

**MOTION RECORD  
(RETURNABLE MAY 30, 2023)**

**DATED: MAY 19, 2023**

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Lawyers for KPMG Inc., in its capacity as  
Liquidator of Tarn Financial Corporation.

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# TAB 1

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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B E T W E E N:

VOLKAN BASEGMEZ, CEM BLEDA BASEGMEZ, ANIL RUKAN BASEGMEZ,  
BA&B CAPITAL INC., SERDAR KOCTURK  
and KAAH HOLDINGS INC.

**Applicants**

– and –

ALI AKMAN, SAMM CAPITAL HOLDINGS INC.  
and TARN FINANCIAL CORPORATION

**Respondents**

**NOTICE OF MOTION  
(Returnable May 30, 2022)**

KPMG Inc. (“**KPMG**”), in its capacity as Court-appointed liquidator (in such capacity, the “**Liquidator**”) pursuant to section 207 of the *Ontario Business Corporations Act* (“**OBCA**”) of the effects and estate of Tarn Financial Corporation (“**Tarn Financial**”) and appointed pursuant to the Winding Up Order of Justice Lederman dated September 15, 2017 (the “**Winding Up Order**”), which appointment was effective on September 25, 2017 (the “**Winding Up Proceedings**”), and in its capacity as Court-appointed receiver and manager (in such capacities, the “**Receiver**”) of all of the assets, undertakings and properties of Tarn Construction Corporation (“**Tarn Construction**”) pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended (“**CJA**”), and appointed pursuant to the Order of Justice McEwen dated April 13, 2018 (the “**Receivership Order**”) (the “**Receivership Proceedings**”), will make a motion to a Judge presiding over the Commercial List on May 30, 2023 at 10:00 a.m. or as soon after that time as the Motion can be heard at the Court house located at 330 University Avenue, 8th Floor, Toronto, Ontario M5G 1R7.

**PROPOSED METHOD OF HEARING:** Orally.

**THE MOTION IS FOR:**

1. An Order (the “**Discharge Order**”) substantially in the form attached at Tab “3” to this Motion Record, among other things:
  - (a) Approving the activities and conduct of the Liquidator and Receiver as set out in the Ninth Report of the Liquidator and the Seventh Report of the Receiver dated May 19, 2023 (the “**Ninth Report**”);
  - (b) Approving the fees and disbursements of the Liquidator and the Receiver, and the legal fees and disbursements of the Liquidator’s and the Receiver’s counsel, Miller Thomson LLP (“**Miller Thomson**”) for the period of January 1, 2019 to April 30, 2023 (the “**Fee Period**”), as well as an accrual for fees and disbursements of the Liquidator and the Receiver and the Liquidator’s and Receiver’s counsel, to be incurred to the completion of the Winding Proceedings and the Receivership Proceedings (the “**Fee Accrual**”);
  - (c) Granting leave to and authorizing the Receiver to assign Tarn Construction into bankruptcy, and authorizing KPMG to act as trustee in bankruptcy of Tarn Construction (the “**Trustee in Bankruptcy**”);
  - (d) Discharging KPMG as Receiver of Tarn Construction effective upon the Receiver’s filing of a certificate with the Court certifying that all matters to be attended to in connection with the receivership of Tarn Construction have been completed to the satisfaction of the Receiver, substantially in the form attached as Schedule “A” to the proposed Discharge Order (the “**Receiver’s Discharge Certificate**”);
  - (e) Ordering that upon the completion of filing the Receiver’s Discharge Certificate, KPMG shall be discharged from any and all liability that KPMG now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of

KPMG while acting in its capacity as Receiver of Tarn Construction, save and except for any gross negligence or wilful misconduct on the Receiver's part;

- (f) Approving, *nunc pro tunc*, the following distributions made by the Liquidator from the proceeds in the estate of Tarn Financial to BA&B Capital Inc. (“**BA&B**”), KAAAN Holdings Inc. (“**KAAAN**”) and SAMM Capital Holdings Inc. (“**SAAM**” and collectively with BA&B and KAAAN, the “**Shareholders**”):
  - (i) the amount of \$2,653,507 distributed on or about November 2, 2023 in full and final repayment of each of the Shareholders’ outstanding shareholder loans; and
  - (ii) the amount of \$7,000,000 distributed on or about December 22, 2022 rateably according to each of their Shareholders’ rights and interests in Tarn Financial, being 40% to BA&B, 40% to SAMM and 20% to KAAAN (the “**Shareholders’ Rights and Interests in Tarn Financial**”);
- (g) Authorizing and directing the Liquidator to establish a reserve fund (the “**Reserve**”) as described in the Ninth Report;
- (h) Approving the Liquidator’s final statement of receipts and disbursements (the “**R&D**”) as described in the Ninth Report;
- (i) Authorizing the Liquidator to distribute the remaining proceeds available in the estate of Tarn Financial to the Shareholders rateably according to the Shareholders’ Rights and Interests in Tarn Financial, with such distribution to be made after: (a) the Liquidator and Receiver’s fees and disbursements and Miller Thomson’s fees and disbursements are paid; and (b) the setting aside and holding of the Reserve in trust, to be used to fund the amounts if and when due as described in the Ninth Report;
- (j) Authorizing the Liquidator to distribute any amounts remaining in the Reserve after the Liquidator has fully and finally addressed all matters to be addressed as set out

in the Ninth Report, with such distribution to be made to the Shareholders rateably according to the Shareholders' Rights and Interests in Tarn Financial;

- (k) Dissolving Tarn Financial effective upon the Liquidator's filing of a certificate with the Court, substantially in the form attached as Schedule "B" to the proposed Discharge Order (the "**Dissolution Certificate**");
- (l) Authorizing the Liquidator to dispose of any books and records of Tarn Financial that are not required to be retained, and ordering the Liquidator to retain custody of the Tarn Financial accounting books and records for a minimum period of five (5) years from the date of Tarn Financial's dissolution;
- (m) Discharging KPMG as Liquidator of the estate and effects of Tarn Financial effective upon the Liquidator filing a certificate with the Court certifying that all matters to be attended to in connection with the winding-up of Tarn Financial have been completed to the satisfaction of the Liquidator, substantially in the form attached as Schedule "C" to the proposed Discharge Order (the "**Liquidator's Discharge Certificate**"); and
- (n) Ordering that upon the completion of filing the Liquidator's Discharge Certificate, KPMG shall be discharged from any and all liability that KPMG now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of KPMG while acting in its capacity as Liquidator of Tarn Financial, save and except for any gross negligence or wilful misconduct on the Liquidator's part; and

2. Such further and other relief that this Honourable Court may deem just.

**THE GROUNDS FOR THE MOTION ARE:**

*Winding Up Order*

1. Pursuant to the Winding Up Order, KPMG was appointed as Liquidator of the effects and estate of Tarn Financial, with such appointment effective on September 25, 2017, and with the powers and obligations set forth in Part XVI of the OBCA and the Winding Up Order;



2. All capitalized terms not otherwise defined in this Notice of Motion have the meaning prescribed to them in the Winding Up Order and the Ninth Report;

Receivership Order

3. Pursuant to the Receivership Order, KPMG was appointed as Receiver of the properties, assets and undertakings of Tarn Construction on April 13, 2018;

Claims Procedure Order

4. On April 13, 2018, the Court granted a Claims Procedure Order (the “**Claims Procedure Order**”) approving and establishing a procedure for the solicitation, resolution and barring of certain claims (“**Claims**”) against Tarn Financial as at September 25, 2017 (the “**Tarn Financial Claims Process**”);

Deposit Return Procedure Order

5. On June 14, 2018, the Court granted a Deposit Return Procedure Order (the “**Deposit Return Procedure Order**”) establishing a procedure for the termination of APSs and the return of Proven Deposits to Purchasers of proposed condominium units at the contemplated development known as “The Kennedys” (the “**Deposit Return Procedure**”);

Distribution Orders

6. On July 26, 2018, the Court granted an Order (the “**First Distribution Order**”) which authorized and directed the Liquidator to make a distribution (a) first to Meridian Credit Union (“**Meridian**”) to repay in full the indebtedness owing by Tarn Financial to Meridian, which was secured by first ranking security, (b) second to Kingsett Mortgage Corporation (“**Kingsett**”) to repay in full the indebtedness owed by Tarn Financial to Kingsett, which was secured by second ranking security, and (c) subject to establishing a reserve with The Guarantee Company and Tarion, third to repay in full the borrowings made by the Liquidator under the Borrowings Charge;

7. On November 6, 2018, the Court granted an Order (the “**Second Distribution Order**”), which authorized and directed the Liquidator to make distributions to Claimants with valid construction liens in the amount of their Proven Claims under the Tarn Financial Claims Process;

8. On April 15, 2019, the Court granted an Order (the “**Third Distribution Order**”), which authorized and directed the Liquidator to make a distribution to third-party unsecured Claimants up to the amount of their Proven Claims as determined under the Tarn Financial Claims Process;

9. As set out in the Liquidator’s Notice of Motion in support of the Third Distribution Order, at the time of seeking the Third Distribution Order, the Liquidator determined it could make a distribution to unsecured Claimants with valid unsecured Claims in the amount of 85 cents on the dollar against their Proven Claims as determined under the Claims Process;

10. On April 30, 2019, the Court granted an Order (the “**Fourth Distribution Order**”), which authorized and directed the Liquidator to make interim distributions to: (a) KAAN in the amount of \$2,250,000; (b) BA&B in the amount of \$4,500,000; and (c) SAMM Capital Holdings Inc. in the amount of \$1,927,500, in respect of their Eligible Shareholder Loan Claims;

11. On March 13, 2020, the Court granted an Order (the “**Fifth Distribution Order**”) which authorized and directed the Liquidator to make a five percent (5%) interim distribution to the Shareholders in respect of their Eligible Shareholder Loan Claims;

*Activities and Conduct of the Liquidator and Receiver and Distributions Made to Shareholders*

12. Since the date of the Fifth Distribution Order, the Liquidator and Receiver have attended to the following distributions:

(a) In accordance with the Fifth Distribution Order, on March 18, 2020 the Liquidator made a further interim distribution to the Shareholders as follows: (a) \$300,000 to BA&B (5% of \$6,000,000); (b) \$150,000 to KAAN (5% of \$3,000,000); and (c) \$128,500 to SAMM (5% of \$2,570,000);

(b) In accordance with the Direction provided by the parties following the issuance of the Reasons from the Trial, on November 2, 2022 the Liquidator made a final distribution to the Shareholders in relation to their shareholders’ loans to Tarn Financial as follows: (a) \$1,200,000 to BA&B (20% of \$6,000,000) (b) \$600,000 to KAAN (20% of \$3,000,000); and (c) \$853,507 to SAMM (the amount that was agreed among the Shareholders based on the Reasons); and

- (c) In accordance with the Reimbursement Agreement made between the Shareholders, on December 22, 2022, the Liquidator made an interim distribution to the Shareholders in respect of their Shareholders' Rights and Interests in Tarn Financial as follows: (a) \$2,800,000 to BA&B (40% of \$7,000,000); (b) \$1,400,000 to KAAN (20% of \$7,000,000); and (c) \$2,800,000 to SAMM;

13. The Liquidator respectfully requests that the Court approve, *nun pro tunc*: (a) the final distribution to Shareholders in respect of the shareholder loans made on November 2, 2022, out of the proceeds in the estate of Tarn Financial; and (b) the interim distribution to Shareholders in respect of the Shareholders' Rights and Interests in Tarn Financial made on December 22, 2022, out of the proceeds in the estate of Tarn Financial;

Assignment of Tarn Construction into Bankruptcy

14. Tarn Construction is a wholly owned subsidiary of Tarn Financial. Through Tarn Construction, Tarn Financial was pursuing the Development Project on lands adjacent to the Hotel owned by Tarn Financial;

15. Tarn Construction did not have any assets as the financing for the Development Project had not been secured at the time of the Liquidator's appointment and the lands were owned by Tarn Financial. The only funding historically available to Tarn Construction was through intercompany loans from Tarn Financial;

16. Based on claims against Tarn Construction in the Tarn Financial Claims Process, the potential liabilities of Tarn Construction are in the millions of dollars;

17. Given that Tarn Construction has no assets and significant liabilities, Tarn Construction is insolvent. In order to wind down the corporation in an orderly manner, the Liquidator and Receiver believe the best course of action is for the Receiver to assign Tarn Construction into bankruptcy and appoint KPMG to act as Trustee in Bankruptcy;

18. In addition, Tarn Construction claimed input tax credits ("ITC") to recover the HST amount on invoices rendered by vendors of the Development Project prior to the Winding Up Order. Many of these invoices were not paid, and the ITC's could be reversed by the CRA. If

reversed, this would create a priority claim for the CRA. Since Tarn Construction does not have any assets to deal with such claims, a bankruptcy to reverse the priority of the CRA's HST claim is prudent in the circumstances;

19. The Receiver has already dealt with the third-party property held by Tarn Construction by completing the Deposit Return Procedure whereby the Receiver returned, either in person or via regular mail, 626 Proven Deposits totaling \$29,751,544. Accordingly, as there is no property to deal with, the Receiver does not foresee that the Trustee in Bankruptcy will need to complete any activities other than those that are statutorily required;

20. The fees and disbursements for administering the bankruptcy of Tarn Construction are estimated to \$25,000 plus HST, and the Shareholders have agreed that such fees can be set aside from the proceeds of the estate of Tarn Financial;

21. The Receiver respectfully requests that the Court grant leave and authorize the Receiver to assign Tarn Construction into bankruptcy and authorize KPMG to act as Trustee in Bankruptcy;

*Discharge and Release of Receiver*

22. If approved by the Court, the Receiver will assign Tarn Construction into bankruptcy. Thereafter, the Receiver will file the Receiver's Discharge Certificate with the Court to effect its discharge;

23. The Receiver respectfully requests that the Court approve the Receiver's discharge, form of Receiver's Discharge Certificate and release of liability as set out in the proposed Discharge Order;

*Dissolution of Tarn Financial and Record Retention*

24. In accordance with the provisions of the OBCA, the Liquidator seeks an Order to dissolve Tarn Financial on a date certain, which will be the date of the filing a Dissolution Certificate with the Court;

25. The Liquidator respectfully requests that the Court authorizes the dissolution of Tarn Financial as set out in the Ninth Report, and approve the form of Dissolution Certificate;

26. In accordance with the provisions of the OBCA, the Liquidator will dispose of any books and records books of Tarn Financial that are not required to be retained, and the Liquidator will retain custody of the Tarn Financial accounting books and records for a minimum period of five (5) years from the date of Tarn Financial's dissolution;

27. The Liquidator respectfully requests that the Court authorizes the disposing of Tarn Financial's books and records and retention of accounting books and records for a period of five (5) years from the date of Tarn Financial's dissolution;

*Approval of Reserve & Approval of Remaining Distribution to Shareholders*

28. The Liquidator will establish the Reserve in the amount of \$1,028,250 as described in the Ninth Report;

29. The Liquidator will also hold back the amount of the Fee Accrual, which is based upon with the estimated fees of the Liquidator, the Receiver and Miller Thomson from May 1, 2023 to the completion of these Receivership Proceedings and Winding Up Proceedings;

30. The Liquidator respectfully requests that the Court authorizes it to establish the Reserve, and authorizes it to distribute the remaining proceeds in the estate of Tarn Financial, net of the Fee Accrual holdback and the Reserve, to the Shareholders rateably according to the Shareholders' Rights and Interests in Tarn Financial;

31. The Liquidator also respectfully requests that the Court authorizes it to distribute any amounts remaining in the Reserve after the Liquidator has fully and finally addressed all matters to be addressed as set out in the Ninth Report, with such distribution to be made to the Shareholders rateably according to the Shareholders' Rights and Interests in Tarn Financial;

*Discharge and Release of Liquidator*

32. The Liquidator will attend to all outstanding matters in the Winding Up Proceedings as described in the Ninth Report. Thereafter, the Liquidator will file the Discharge Certificate with the Court to effect its discharge;

33. The Liquidator respectfully requests that the Court authorize the Liquidator's discharge, approve the form of Liquidator's Discharge Certificate and release of liability as set out in the proposed Discharge Order;

Approval of R&D

34. The Liquidator respectfully requests that the Court approve its Statement of Receipts and Disbursement summarizing the total receipts and disbursements from the date of the Liquidator's appointment to May 19, 2023, as set out in the Ninth Report;

Approval of the Fees and Disbursements and the Fee Accrual

35. The Liquidator and Receiver and its counsel, Miller Thomson, have incurred fees and disbursements in the administration of the Winding Up Proceedings and the Receivership Proceedings;

36. For the fee period of January 1, 2019 to April 30, 2023, the Liquidator and the Receiver have incurred fees in the amount of \$792,544.50, disbursements in the amount of \$767.04, plus HST in the amount of \$103,130.53, totaling \$896,442.07 as set out in the Affidavit of Anamika Gadia sworn 18, 2023;

37. The Liquidator and the Receiver estimate its Fee Accrual from May 1, 2023 to the completion of the Winding Up Proceedings and the Receivership Proceedings to be in the amount of \$75,000 plus HST as set out in the Affidavit of Anamika Gadia sworn 18, 2023;

38. For the fee period of January 1, 2019 to April 30, 2023, the Liquidator's and the Receiver's counsel, Miller Thomson, have incurred fees in the amount of \$379,686.50, disbursements in the amount of \$12,681.00, plus HST in the \$50,964.78, totaling \$443,332.28 as set out in the Affidavit of Stephanie De Caria sworn May 19, 2023;

39. The Liquidator's and the Receiver's counsel, Miller Thomson, estimates its Fee Accrual from May 1, 2023 to the completion of the Winding Up Proceedings and the Receivership Proceedings to be in the amount of \$50,000 plus HST as set out in the Affidavit of Stephanie De Caria sworn May 19, 2023;

40. The Liquidator and the Receiver respectfully request that the Court approve its fees and disbursements, as well as the fees and disbursements of its counsel, Miller Thomson, as well as the Fee Accrual;

General

41. The *Rules of Civil Procedures* (Ontario), including Rules 1.05, 1.08, 2.03, 3.02, 16, 37 and 59.01;

42. *Courts of Justice Act*, R.S.O. 1990, c. C. 43;

43. Part XVI of the OBCA, including sections 218 and 236; and

44. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. Ninth Report and the appendixes thereto;

2. The Fee Affidavit of Anamika Gadia sworn May 18, 2023;

3. The Fee Affidavit of Stephanie De Caria sworn May 19, 2023; and

4. Such further and other grounds as the lawyers may advise and this Honourable Court may permit.

May 19, 2023

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Lawyers for KPMG Inc., in its capacity as  
Liquidator of Tarn Financial Corporation and  
Receiver of Tarn Construction Corporation.

TO: SERVICE LIST



# SCHEDULE "A"

## EMAIL SERVICE LIST

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| <b>TO:</b>     | <p><b>KPMG</b><br/>333 Bay Street<br/>Suite 4600<br/>Toronto, ON M5H 2S5</p> <p><b>Anamika Gadia</b><br/>Tel: 416.777.3842<br/>Email: agadia@kpmg.ca</p> <p><b>Janine M. Bradley</b><br/>Tel: 416.777.8487<br/>Email: jmbradley@kpmg.ca</p> <p><b>Marcel Rethore</b><br/>Tel: 647.777.3775<br/>Email: mrethore@kpmg.ca<br/>Fax: 416.777.3364</p> <p>Liquidator of Tarn Financial Corporation.</p>   |
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| <b>AND TO:</b> | <p><b>TEPLITSKY, COLSON LLP</b><br/>70 Bond Street <br/>Suite 200<br/>Toronto, ON M5B 1X3</p> <p><b>Ian Roher</b><br/>Tel: 416.865.5311<br/>Email: iroher@teplitskycolson.com<br/>Fax: : 416.365.0695</p> <p><b>Jonathan Kulathungam</b><br/>Tel: 416.865.5318<br/>Email: jkulathungam@teplitskycolson.com<br/>Fax: 416.365.0695</p> <p><b>Eitan Kadouri</b><br/>Tel: 416.865.5325<br/>Email: ekadouri@teplitskycolson.com<br/>Fax: 416.365.0695</p> <p><b>Eden Ifergan</b><br/>Tel: 416.865.5307<br/>Email: eifergan@teplitskycolson.com<br/>Fax: 416.365.0695</p> <p>Lawyers for Ali Akman and SAMM Capital Holdings Inc.</p> |

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| <b>AND TO:</b> | <b>BAKER MCKENZIE</b><br>181 Bay St<br>Toronto, ON M5J 2T3<br><br><b>Michael Nowina</b><br>Tel: 416.863.1221<br>Email: michael.nowina@bakermckenzie.com<br>Fax: 416.863.6275<br><br>Lawyers for Global Hospitality Licensing S.a.r.l.  |
| <b>AND TO:</b> | <b>BORDEN LADNER GERVAIS</b><br>Bay Adelaide Centre, East Tower<br>22 Adelaide Street West<br>Suite 3400<br>Toronto, ON, M5H 4E3<br><br><b>Alex MacFarlane</b><br>Tel: 416.367.6305<br>Email: AMacFarlane@blg.com<br><br><b>Evita Ferreira</b><br>Tel: 416.367.6708<br>Email: EFerreira@blg.com<br>Fax: 416.367.6749<br><br>Lawyers for The Guarantee Company of North America |
| <b>AND TO:</b> | <b>CANADA REVENUE AGENCY</b><br><b>c/o DEPARTMENT OF JUSTICE</b><br>Ontario Regional Office<br>The Exchange Tower, Box 36<br>130 King Street West, Suite 3400<br>Toronto ON M5X 1K6<br><br><b>Diane Winters</b><br>Tel: 416.973.3172<br>Email: diane.winters@justice.gc.ca<br>Fax: 416.973.0810<br><br>Lawyers for Canada Revenue Agency                                       |

|                |   |
|----------------|---|
| <b>AND TO:</b> | <b>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE</b><br>Legal Services Branch<br>33 King Street West, 6th Floor<br>Oshawa, ON L1H 8H5<br><br><b>Kevin O'Hara</b><br>Tel: 905.433.6934<br>Email: kevin.ohara@ontario.ca<br>Fax: 905.436.4510 |
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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

**Proceedings commenced at Toronto**

**NOTICE OF MOTION**  
**(RETURNABLE MAY 30, 2023)**

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## TAB 2

**Court File No. CV-17-11697-00CL**

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

**IN THE MATTER OF THE WINDING UP OF  
TARN FINANCIAL CORPORATION**

**APPLICATION UNDER SECTIONS 207 AND 248 OF THE  
*BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16**

**NINTH REPORT OF KPMG INC. in its capacity as  
LIQUIDATOR OF TARN FINANCIAL CORPORATION  
and  
SEVENTH REPORT OF KPMG INC. in its capacity as  
RECEIVER OF TARN CONSTRUCTION CORPORATION**

**May 19, 2023**

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## I. INTRODUCTION AND SUMMARY OF PROCEEDINGS

1. On February 13, 2017, Volkan Basegmez, Cem Bleda Basegmez, Anil Rukan Basegmez, BA&B Capital Inc. (“**BA&B**”), Serdar Kocturk and KAAN Holdings Inc. (“**KAAN**”) (collectively, the “**Applicants**”) commenced an application (the “**Application**”) before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) under sections 207 and 248 of the *Business Corporations Act*, R.S.O. 1990, c. B.16 seeking an Order winding up Tarn Financial Corporation (“**Tarn Financial**”) and appointing KPMG Inc. (“**KPMG**”) as liquidator for that purpose. The Applicants are shareholders of Tarn Financial and collectively hold 60% of the common shares of Tarn Financial. The remaining 40% of the common shares of Tarn Financial are held by the Respondent, SAMM Capital Holdings Inc. (“**SAMM**”), a company owned by the Respondent, Ali Akman (“**Akman**”). BA&B, KAAN and SAMM are referred to herein as the “**Shareholders**”.
2. The Application was heard by Justice Lederman on August 11, 2017, and on September 15, 2017, His Honour ordered the winding up of Tarn Financial pursuant to the Winding Up Order dated September 15, 2017 (the “**Winding Up Order**”), and the appointment of KPMG as liquidator for that purpose (in such capacity, the “**Liquidator**”) effective as of September 25, 2017 (the “**Winding Up Proceedings**”). A copy of the Winding Up Order is attached as **Appendix “A”** to this report, which is the Liquidator’s Ninth Report to the Court and the Receiver’s (as defined below) Seventh Report to the Court (the “**Ninth Report**”).
3. The business and assets of Tarn Financial included the Delta Toronto East Hotel (the “**Hotel**”) and adjoining development lands that were being developed by Tarn Financial, through its wholly owned subsidiary, Tarn Construction Corporation (“**Tarn Construction**”), as a development known as “The Kennedys” (the “**Development Project**”) located at 2035 Kennedy Rd., Scarborough, Ontario (the “**Real Property**”). The assets of Tarn Financial were sold pursuant to the Transaction (as defined below) that closed on June 29, 2018 (the “**Closing Date**”).

4. On October 6, 2017, Akman and SAMM filed a Notice of Appeal with the Divisional Court of the Ontario Superior Court of Justice (the “**Divisional Court**”) appealing the Winding Up Order (the “**Appeal**”). The Appeal was heard on January 30, 2018, by the Divisional Court and on February 6, 2018, the Divisional Court dismissed the Appeal.
5. The Liquidator issued its first report to the Court on November 13, 2017 (the “**First Report**”). On November 16, 2017, the Liquidator issued a first supplemental report to the Court (the “**First Supplemental Report**”) and on November 28, 2017, the Liquidator issued a second supplemental report to the First Report (the “**Second Supplemental Report**”).
6. As detailed in the First Report, the First Supplemental Report and the Second Supplemental Report, the Liquidator brought a motion (the “**Sale Process Motion**”) seeking an Order (the “**Sale Process Order**”), among other things: (a) authorizing the Liquidator to enter into and approving a marketing and listing agreement between the Liquidator and CBRE Limited (“**CBRE**”) dated November 10, 2017; (b) approving the sale process (the “**Sale Process**”); and (c) authorizing, but not obligating, the Liquidator to file a consent to sever the Real Property.
7. The Sale Process Motion was scheduled to be heard before the Court on November 17, 2017. The Sale Process Motion was adjourned on an unopposed basis to November 24, 2017, to allow the Applicants, SAMM and Akman time to formalize a settlement that the parties advised the Liquidator had been reached between them in principle.
8. The settlement was not finalized by November 24, 2017, and the Sale Process Motion was heard on that day and was unopposed except for the Order seeking the approval of a marketing and listing agreement between the Liquidator and CBRE. This aspect of the relief sought was opposed by SAMM and Akman. On November 24, 2017, Justice McEwen declined to grant the Order approving the marketing and listing agreement between the Liquidator and CBRE.
9. Justice McEwen directed the Liquidator to retain another marketing and listing agent and adjourned the Sale Process Motion to allow the Liquidator to do so. Thereafter, on November 29, 2017, Justice McEwen granted the Sale Process Order which, among other things: (a) approved the retention by the Liquidator of Colliers Macaulay Nicolls

Inc. to be the marketing and listing agent; and (b) approved the Sale Process including revisions thereto, in order to address the change in the marketing and listing agent.

10. On December 6, 2017, the Liquidator brought a motion seeking an order (the “**OMB Appeals Order**”) authorizing, but not obligating, the Liquidator to file two Notices of Appeal with the Ontario Municipal Board in respect of the Real Property. Justice McEwen granted the OMB Appeals Order on the same date.
11. The Liquidator issued its second report to the Court on April 9, 2018 (the “**Second Report**”). As detailed in the Second Report, the Liquidator brought a motion returnable on April 13, 2018, seeking:
  - a. An Order (the “**Claims Procedure Order**”) approving and establishing a procedure for the solicitation, resolution and barring of certain claims against Tarn Financial (the “**Tarn Financial Claims Process**”);
  - b. An Order (the “**Receivership Order**”) authorizing the appointment of KPMG as receiver and manager over the properties, assets and undertakings of Tarn Construction (in such capacities, the “**Receiver**”) pursuant to section 101 of the *Courts of Justice Act* R.S.O. 1990, c. C.43 (the “**Receivership Proceedings**”);
  - c. An Order (the “**Deposit Confirmation Procedure Order**”) approving and establishing a procedure for confirming the Deposits (as defined in the Deposit Confirmation Procedure Order) that were paid to Tarn Construction by purchasers of the pre-sold, unbuilt condominium units at the Development Project; and
  - d. An Order (the “**April 2018 Ancillary Order**”) (i) authorizing an increase in the maximum principal amount of the Borrowings Charge (as defined in the Winding Up Order) by \$1,000,000 (the “**Increased Borrowing Amount**”) from \$2,000,000 to \$3,000,000 and addressing the priority of the Borrowings Charge in respect of the Increased Borrowing Amount; (ii) approving the fees of the Liquidator and the Liquidator’s legal counsel, Miller Thomson LLP (“**Miller Thomson**”) and Bennett Jones LLP (“**Bennett Jones**”), from the date of the Winding Up Order to December 31, 2017; and (iii) approving the First Supplemental Report, the Second Supplemental Report and the Second Report and the activities and conduct of the

Liquidator as set out therein.

12. On April 13, 2018, the Court granted the Claims Procedure Order, the Receivership Order, the Deposit Confirmation Procedure Order and the April 2018 Ancillary Order. A copy of the Receivership Order is attached as **Appendix “B”** to this Ninth Report.
13. The Liquidator issued its third report to the Court and the Receiver issued its first report to the Court on April 24, 2018 (collectively, the **“Third Report”**). As detailed in the Third Report, the Liquidator and Receiver brought a motion returnable on May 1, 2018, seeking:
  - a. Advice and directions from the Court regarding the Receiver’s ability to terminate the Agreements of Purchase and Sale (the **“APSs”**) entered into by Tarn Construction with purchasers of proposed condominium units in the contemplated Development Project (the **“Purchasers”**) in accordance with the terms of the APSs and, in particular, the condition contained at Appendix A of Schedule E to the APSs entitled **“Tarion Warranty Corporation Statement of Critical Dates and Addendum”** which states: **“Receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by October 9, 2018”** (the **“Construction Financing Early Termination Condition”**);
  - b. An Approval and Vesting Order (the **“Approval and Vesting Order”**), among other things, approving the sale transaction (the **“Transaction”**) contemplated by an asset purchase agreement between Tarn Financial and Sunray Group of Hotels Inc. (**“Sunray”**) dated April 20, 2018 (the **“Asset Purchase Agreement”**) and vesting in Sunray Tarn Financial’s right, title and interest in and to the assets described in the Asset Purchase Agreement;
  - c. An Order (the **“Disputed Deposits Resolution Procedure Order”**), establishing a procedure for the resolution of disputed deposits asserted by Purchasers of proposed condominium units in the contemplated Development Project; and
  - d. An Order (the **“Termination Entitlement Order”**), ordering and declaring, among other things, that the Receiver is entitled to rely upon the Construction Financing Early Termination Condition to terminate the APSs on behalf of Tarn Construction

and that the Receiver is authorized to give notice of termination to terminate the APSs at any time after the granting of the Termination Entitlement Order without damages claims arising thereunder.

14. On May 9, 2018, the Court rendered its endorsement regarding the granting the Approval and Vesting Order, the Disputed Deposits Resolution Procedure Order, and the Termination Entitlement Order.
15. The Liquidator issued its fourth report to the Court and the Receiver issued its second report to the Court on June 8, 2018 (collectively, the “**Fourth Report**”). As detailed in the Fourth Report, the Liquidator and Receiver brought a motion returnable on June 14, 2018, seeking an Order (the “**Deposit Return Procedure Order**”) establishing a procedure for the termination of Purchasers’ APSs and the return of Proven Deposits (as defined in the Disputed Deposits Resolution Procedure Order) to Purchasers of proposed condominium units in the contemplated Development Project (the “**Deposit Return Procedure**”). The Deposit Return Procedure Order:
  - a. Enabled the Receiver to commence the Deposit Return Procedure in order to return Proven Deposits to Purchasers;
  - b. Enabled the Receiver to terminate Purchasers’ APSs in accordance with their terms, as set out in the Termination Entitlement Order, upon being satisfied with (i) an executed Release Agreement, and (ii) properly completed Certificate(s) of Identity attaching copies of two pieces of valid identification from each Purchaser named on the APS;
  - c. Confirmed that interest is not payable on the Proven Deposits pursuant to the *Condominium Act* and its regulations; and
  - d. Released and discharged the Receiver, the Liquidator, Tarn Construction, Tarn Financial, Bennett Jones, in its capacity as Deposit Trustee (the “**Deposit Trustee**”), The Guarantee Company of North America (“**The Guarantee Company**”) and Tarion Warranty Corporation (“**Tarion**”) from any Claims relating to the Deposits, including interest thereon.

16. On June 14, 2018, the Court granted the Deposit Return Procedure Order.
17. The Liquidator issued its fifth report to the Court and the Receiver issued its third report to the Court on July 20, 2018 (collectively, the “**Fifth Report**”). As detailed in the Fifth Report, the Liquidator and Receiver brought a motion returnable on July 26, 2018, seeking:
  - a. An Order (the “**First Distribution Order**”), subject to the Liquidator either entering into satisfactory reimbursement terms with the following secured creditors relating to potential priority claims or establishing a sufficient reserve to account for potential priority claims, authorizing and directing the Liquidator to make a distribution:
    - (i) First to Meridian Credit Union (“**Meridian**”) to repay in full the indebtedness owed by Tarn Financial to Meridian, which was secured by first ranking security;
    - (ii) Second to Kingsett Mortgage Corporation (“**Kingsett**”) to repay in full the indebtedness owed by Tarn Financial to Kingsett, which was secured by second ranking security; and
    - (iii) Third, subject to establishing a reserve with The Guarantee Company and Tarion in accordance with the terms of the Deposit Return Procedure Order, to repay in full the borrowings made by the Liquidator under the Borrowings Charge; and
  - b. An Order (the “**Fees and Conduct Approval Order**”) approving:
    - (i) The fees of the Liquidator and the Receiver and the Liquidator’s and the Receiver’s legal counsel from January 1, 2018, to April 30, 2018; and
    - (ii) The Third Report, the Fourth Report and the Fifth Report and the activities and conduct of the Liquidator and the Receiver as set out therein.
18. On July 26, 2018, the Court granted the First Distribution Order.
19. The Respondents, SAMM and Akman, requested that the Liquidator and the Receiver adjourn the motion seeking the Fees and Conduct Approval Order in order to provide

SAMM and Akman additional time to review the fees and dockets of the Liquidator, the Receiver and their counsel. The motion was adjourned on consent.

20. On September 14, 2018, counsel for SAMM and Akman advised counsel for the Liquidator and the Receiver that they were not opposing the Fees and Conduct Approval Order. On October 1, 2018, the Court granted the Fees and Conduct Approval Order.
21. The Liquidator issued its sixth report to the Court and the Receiver issued its fourth report to the Court on October 31, 2018 (collectively, the “**Sixth Report**”). As detailed in the Sixth Report, the Liquidator brought a motion returnable on November 6, 2018, seeking an Order (the “**Second Distribution Order**”) authorizing and directing the Liquidator to make a distribution to construction lien Claimants with valid construction liens in the amount of their Proven Claims as determined under the Tarn Financial Claims Process.
22. Returnable on the same date, the Applicants also brought a motion seeking an Order:
  - a. Declaring void and invalid and setting aside *ab initio*, the creation of certain Class B voting shares (the “**Class B Shares**”) and the issuance of the Class B Shares to Akman, and rectifying Tarn Financial’s Articles of Incorporation accordingly; and
  - b. Declaring void and setting aside certain guarantee, security and related agreements Akman caused Tarn Financial to enter into for the benefit of SAMM, which at the time were being relied upon by Akman and SAMM to support a secured claim against Tarn Financial.
23. On November 6, 2018, the Court granted the Second Distribution Order. The Applicants’ motion was adjourned to November 26, 2018.
24. The Applicants and the Respondents resolved the Applicants’ motion and on November 23, 2018, the Court granted a Consent Order:
  - a. Declaring that, on consent, any and all charge/mortgages of land and security interests granted by Tarn Financial in favour of SAMM (the “**SAMM Security**”) are postponed and fully subordinated to the claims of the third-party unrelated creditors of Tarn Financial such that the Liquidator may affect a distribution to all such creditors without regards to, and free and clear of, the SAMM Security;



- b. Ordering that the above declaratory relief is without prejudice to the position of the parties and in this regard, the validity of the SAMM Security as against the Applicants and the relative priority of the claims of the Applicants, which will be determined at the same time as any dispute(s) with respect to the quantum of the claims being asserted against Tarn Financial by SAMM and the Applicants; and
  - c. Declaring that, on consent, the Class B Shares be and are hereby void *ab initio*, and accordingly, the Articles of Incorporation of Tarn Financial be and are hereby amended to remove the Class B Shares.
25. The Liquidator issued its seventh report to the Court and the Receiver issued its fifth report to the Court on April 9, 2019 (collectively, the “**Seventh Report**”). As detailed in the Seventh Report, the Liquidator brought a motion returnable on April 15, 2019, seeking:
- a. Advice and directions from the Court in accordance with paragraphs 27 and 35 of the Claims Procedure Order. The Liquidator sought directions from the Court regarding finally disallowing the Claims filed in the Tarn Financial Claims Process by condominium brokers (the “**Brokers**”) pursuant to Agreements to Cooperate between a Cooperating Brokerage and Tarn Construction in respect of sale commissions for unbuilt condominium units sold by Tarn Construction at the Development Project where such Claimants have objected to the Liquidator’s determination of their Claims and submitted a Notice of Objection in accordance with the Claims Procedure Order;
  - b. An Order (the “**Third Distribution Order**”) authorizing and directing the Liquidator to make a distribution to third-party unsecured Claimants up to the amount of their Proven Claims as determined under the Tarn Financial Claims Process;
  - c. An Order (the “**Tarion Cash Collateral Procedure Order**”) among other things:
    - (i) Directing the Liquidator to pay, within five business days of the granting of the Tarion Cash Collateral Procedure Order, the amount of \$600,000 to Tarion (the “**Tarion Cash Collateral**”), against which amount Tarion may make, and process payments in respect of, Tarion Cash Collateral Claims (as defined in the Tarion Cash Collateral Procedure Order);

- (ii) Upon Tarion's receipt of the Tarion Cash Collateral, directing the delivery to The Guarantee Company of the Tarion Bonds (as defined in the Tarion Cash Collateral Procedure Order) for immediate cancellation;
  - (iii) Declaring that the Receiver shall no longer be required to comply with the requirement under the Deposit Return Procedure Order to deliver a Statutory Declaration to Tarion and The Guarantee Company every two weeks;
  - (iv) Authorizing the process through which Tarion is to report on and use the Tarion Cash Collateral to pay any Tarion Cash Collateral Claims; and
  - (v) Directing the Liquidator to make a distribution to The Guarantee Company in full and final satisfaction of all amounts owing by Tarn Financial to The Guarantee Company in accordance with the Claims Procedure Order; and
- d. An Order (the "**April 2019 Ancillary Order**") among other relief;
- (i) Declaring that the Claims of the Brokers, which have filed Notices of Objection in the Tarn Financial Claims Process, are forever extinguished, barred, discharged and released as against Tarn Financial and the Liquidator;
  - (ii) Approving the fees of the Liquidator and the Receiver and the Liquidator's and the Receiver's legal counsel from May 1, 2018, to December 31, 2018; and
  - (iii) Approving the Sixth Report and the Seventh Report and the activities and conduct of the Liquidator and the Receiver as set out therein.
26. On April 15, 2019, the Court granted the Third Distribution Order, the Tarion Cash Collateral Procedure Order and the April 2019 Ancillary Order.
27. On April 23, 2019, the Applicants served a motion returnable April 30, 2019, for an Order authorizing and directing the Liquidator to make an interim distribution to the Applicants in an amount equal to 85 percent of the amount of the Applicants' claim as

set out in the Sources and Uses Report (as defined below). The Applicants' motion was initially opposed by the Respondents.

28. Thereafter, the Applicants and the Respondents agreed to an interim distribution in an amount equal to 75 percent of the shareholder loan claims in the amount of \$3,000,000 and \$6,000,000, for KAAN and BA&B, respectively, submitted by the Applicants in the Tarn Financial Claims Process and 75 percent of \$2,570,000 to SAMM (being the amount the parties agreed to base the distribution on and not the amount of the shareholder loan claim filed by SAMM). The above amounts are each an "**Eligible Shareholder Loan Claim**".
29. Accordingly, on April 30, 2019, the Court granted an Order (the "**Fourth Distribution Order**"), authorizing and directing the Liquidator to make interim distributions to: (a) KAAN in the amount of \$2,250,000; (b) BA&B in the amount of \$4,500,000; and (c) SAMM in the amount of \$1,927,500. A copy of the Fourth Distribution Order is attached as **Appendix "C"** to this Ninth Report.
30. A trial to determine the disputed Non Arms-Length Claims (as defined in the Claims Procedure Order) was originally scheduled to be heard on June 3, 4 and 7, 2019. On April 30, 2019, those dates were vacated, and the trial was scheduled for September 16, 17 and 18, 2019. Those dates were subsequently vacated at an attendance before Justice McEwen on July 12, 2019.
31. On January 29, 2020, a new trial date was set by Justice McEwen for October 5, 6 and 7, 2020 to determine the disputed Non Arms-Length Claims. A pre-trial conference before Justice Hailey was scheduled for August 25, 2020, and a trial management meeting before Justice McEwen was scheduled for September 15, 2020.
32. The Liquidator issued its eighth report to the Court and the Receiver issued its sixth report to the Court on March 9, 2020 (collectively, the "**Eighth Report**"). A copy of the Eighth Report, without exhibits, is attached as **Appendix "D"** to this Ninth Report. As detailed in the Eighth Report, the Liquidator brought a motion returnable on March 13, 2020, seeking an Order (the "**Fifth Distribution Order**"):

- a. Authorizing and directing the Liquidator to make a further five percent (5%) interim distribution to the Applicants and Respondents in respect of their Non Arms-Length Claims (the “**Fifth Distribution Order**”); and
  - b. Approving the Eighth Report and the activities and conduct of the Liquidator and Receiver as set out therein.
33. On March 13, 2020, the Court granted the Fifth Distribution Order. A copy of the Fifth Distribution Order is attached as **Appendix “E”** to this Ninth Report.
34. Capitalized terms not defined herein shall have the meanings set out in the Winding Up Order and the Claims Procedure Order.

## **II. PURPOSE OF THIS NINTH REPORT**

35. The purpose of this Ninth Report is to update the Court with respect to:
- a. The trial to determine the disputed Non Arms-Length Claims, the related reasons for judgement and cost endorsement and the Applicant’s request for an allocation of certain of the fees of the Liquidator and its counsel incurred during these Winding Up Proceedings;
  - b. The distributions to the Shareholders made by the Liquidator since the date of the Eighth Report;
  - c. The Liquidator’s statement of receipts and disbursement since the date of its appointment up to and including May 19, 2023;
  - d. The activities of the Liquidator and the Receiver since the Eighth Report;
  - e. The fees and disbursements of the Liquidator and the Receiver and of the Liquidator and Receiver’s counsel for the period January 1, 2019, to April 30, 2023, and the estimated fees to completion of the Winding Up Proceedings and the Receivership Proceedings;
  - f. The proposed bankruptcy of Tarn Construction;
  - g. The remaining activities to conclude the Winding Up Proceedings and the Receivership Proceedings; and

- h. To provide the Court with the necessary information to support the granting of an Order (the “**Discharge Order**”) substantially in the form contained at Tab 3 of the Motion Record dated May 19, 2023 (the “**Motion Record**”):
- (i) Approving the activities and conduct of the Liquidator and Receiver as set out in the Ninth Report;
  - (ii) Approving the fees and disbursements of the Liquidator and the Receiver, and the legal fees and disbursements of the Liquidator’s and Receiver’s counsel, Miller Thomson LLP (“**Miller Thomson**”) for the period January 1, 2019, to April 30, 2023, as well as an accrual for the estimated fees and disbursements of the Liquidator and the Receiver and the Liquidator’s and the Receiver’s counsel to be incurred to the completion of the Winding Up Proceedings and the Receivership Proceedings;
  - (iii) Granting leave to and authorizing the Receiver to assign Tarn Construction into bankruptcy, and authorizing KPMG to act as trustee in bankruptcy of Tarn Construction (the “**Trustee in Bankruptcy**”);
  - (iv) Discharging KPMG as Receiver of Tarn Construction effective upon the Receiver’s filing of a certificate with the Court, substantially in the form attached as Schedule “A” to the proposed Discharge Order (the “**Receiver's Discharge Certificate**”), certifying that all matters to be attended to in connection with the receivership of Tarn Construction have been completed to the satisfaction of the Receiver;
  - (v) Ordering that upon the filing of the Receiver’s Discharge Certificate, KPMG shall be discharged from any and all liability that KPMG now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of KPMG while acting in its capacity as Receiver of Tarn Construction, save and except for any gross negligence or willful misconduct on the Receiver’s part;
  - (vi) Approving, *nunc pro tunc*, the following distributions made by the Liquidator from the proceeds in the estate of Tarn Financial to the

Shareholders;

- A. The amount of \$2,653,507 distributed on or about November 2, 2023, in full and final repayment of each of the Shareholders' outstanding shareholder loans; and
  - B. The amount of \$7,000,000 distributed on or about December 22, 2022, rateably according to each of the Shareholders' rights and interests in Tarn Financial, being 40% to BA&B, 40% to SAMM and 20% to KAAN (the "**Shareholders' Rights and Interests in Tarn Financial**");
- (vii) Authorizing and directing the Liquidator to establish a reserve fund (the "**Reserve**") as described in the Ninth Report;
  - (viii) Authorizing the Liquidator to distribute the remaining proceeds available in the estate of Tarn Financial to the Shareholders rateably according to the Shareholders' Rights and Interests in Tarn Financial, with such distribution to be made after: (A) the Liquidator and Receiver's fees and disbursements and Miller Thomson's fees and disbursements are paid; and (b) the setting aside and holding of the Reserve in trust, to be used to fund the amounts as described in the Ninth Report, if and when due;
  - (ix) Authorizing the Liquidator to distribute any amounts remaining in the Reserve after the Liquidator has fully and finally addressed all matters to be addressed as set out in the Ninth Report, with such distribution to be made to the Shareholders rateably according to the Shareholders' Rights and Interests in Tarn Financial;
  - (x) Dissolving Tarn Financial effective upon the Liquidator's filing of a certificate with the Court, substantially in the form attached as Schedule "B" to the proposed Discharge Order (the "**Dissolution Certificate**");
  - (xi) Authorizing the Liquidator to dispose of any books and records of Tarn Financial that are not required to be retained, and ordering the Liquidator to retain custody of the Tarn Financial accounting books and records for

a minimum period of five (5) years from the date of Tarn Financial's dissolution;

- (xii) Discharging KPMG as Liquidator of the estate and effects of Tarn Financial effective upon the Liquidator filing a certificate with the Court, substantially in the form attached as Schedule "C" to the proposed Discharge Order (the "**Liquidator's Discharge Certificate**"), certifying that all matters to be attended to in connection with the winding-up of Tarn Financial have been completed to the satisfaction of the Liquidator; and
- (xiii) Ordering that upon the filing the Liquidator's Discharge Certificate, KPMG shall be discharged from any and all liability that KPMG now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of KPMG while acting in its capacity as Liquidator of Tarn Financial, save and except for any gross negligence or willful misconduct on the Liquidator's part.

- 36. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.
- 37. The information contained in this Ninth Report has been obtained from the books and records and other information of Tarn Financial or Tarn Construction. The accuracy and completeness of the financial information contained herein has not been audited or otherwise verified by the Liquidator or the Receiver, and the Liquidator and the Receiver do not express an opinion or provide any other form of assurance with respect to the information presented herein or relied upon by the Liquidator or the Receiver in preparing this Ninth Report.
- 38. Future oriented financial information reported or relied on in preparing this Ninth Report is based on assumptions regarding future events; actual results may vary from forecast and such variations may be material.

### III. THE TRIAL AND RELATED MATTERS

39. As of the date of the Eighth Report, the Non Arms-Length Claims filed by the Respondents were being disputed by the Applicants and a trial date of October 5, 6 and 7, 2020 had been set by Justice McEwan.
40. For a number of reasons, including the Court's availability during the COVID-19 pandemic, the trial was rescheduled several times and ultimately the trial was held on November 15 to 19 and 22 to 25, 2021, April 22, 2022, and May 31, 2022, before Justice Koehnen (the "**Trial**"). His Honour issued his reasons for judgement on August 9, 2022 (the "**Reasons**") and invited the parties to make submissions on costs. A copy of the Reasons is attached as **Appendix "F"** to this Ninth Report.
41. In the Reasons, Justice Koehnen found that: (a) the Respondents were not entitled to charge a development fee or a hotel management fee and that any amounts paid by Tarn Financial and/or Tarn Construction in respect of these fees should be treated as repayments against SAMM's shareholder loan; (b) claims for reimbursement of the contested expenses should be dealt with as set out in the Reasons; and (c) the calculation of the amounts owing on account of SAMM's shareholder loan should include amounts that Akman advanced to Tarn Construction either personally or through his personal corporations.
42. The Applicants and the Respondents made cost submissions to Justice Koehnen and on January 13, 2023, his Honour issued his cost endorsement (the "**Cost Endorsement**"). A copy of the Cost Endorsement is attached as **Appendix "G"** to this Ninth Report. In the Cost Endorsement, his Honour awarded costs of the Trial to the Applicants other than their costs associated with the *res judicata* motion that was heard by Justice McEwen. The Respondents were awarded the costs of the *res judicata* motion.
43. In addition, in the Cost Endorsement Justice Koehnen addressed the issue of the allocation of the Liquidator's fees and determined that it would be inappropriate for His Honour to weigh in on the allocation of Liquidator's fees given that he did not have any information on that issue. Rather, Justice Koehnen indicated that, in his view, any ruling on the allocation of the Liquidator's fees should be made at the hearing to approve those fees.



## Allocation of Fees

44. Thereafter, the Applicants requested that the Liquidator provide an allocation of the fees incurred by the Liquidator, its counsel and other third parties in connection with: (a) the Trial and trial preparation; (b) the work undertaken in order to prepare the report on the sources and uses of monies during the period July 7, 2014 to September 30, 2017 pursuant to section 2(h) of the Winding Up Order; and (c) accounting, bookkeeping and tax matters.
45. In order to allocate its fees to the three categories, the Liquidator reviewed and searched its time docket for certain key words associated with each category. Where a time docket contained details on several areas of work, the Liquidator used its judgement to allocate time accordingly. A copy of the Liquidator's fee allocation analysis is attached as **Appendix "H"** to this Ninth Report. A summary of the Liquidator's fees across the three categories is as follows:
  - a. *Trial and Trial Preparation*: The Liquidator searched its time docket for the key words "trial" and "interrogatories". The professional fees of the Liquidator relating to this category are \$210,683.98 inclusive of HST (\$186,466 + \$24,237.98 of HST);
  - b. *Forensic*: The Liquidator searched its time docket for the key words "sources & uses" and "forensic". In addition, the Liquidator included all time docket incurred by the KPMG forensic team and the time incurred in relation to creating a back-up of the financial information of Tarn Financial which was required in order for the Liquidator to be able to undertake the forensic work. The professional fees of the Liquidator relating to this category are \$777,874.77 inclusive of HST (\$688,384.75 + \$89,490.02 of HST); and
  - c. *Accounting, Bookkeeping and Tax*: The Liquidator searched its time docket for the key words "tax", "financial statements", "BDO", "Thas", and "misnomer". The Liquidator notes that the Applicants also requested information regarding fees relating to additional work that would have been done in respect of the Tarn Financial Claims Process as a result of the state of the books and records of Tarn Financial. However, other than specific time that was incurred as a result of the contracts being in various non-legal entities or other misnomers, the Liquidator was unable to

specifically identify time in this manner. Any time relating to the above is included in this category. The professional fees of the Liquidator relating to this category are \$133,422.21 inclusive of HST (\$118,072.75 + \$15,349.46 of HST).

46. The fees of the Liquidator's counsel, Miller Thomson, were allocated to the three categories using a similar methodology as the Liquidator. A copy of Miller Thomson's fee allocation analysis is attached as **Appendix "I"** to this Ninth Report. A summary of Miller Thomson's fees across the three categories is as follows:
  - a. *Trial and Trial preparation*: Miller Thomson searched its time docket for the key words "trial", "interrogatories", "experts" "expert reports", "Justice Koehnen", "timetable", "submissions" and "joint brief". The professional fees of Miller Thomson relating to this category are \$203,725.10 inclusive of HST (\$180,287.80 + \$24,437.40 of HST);
  - b. *Forensic*: Miller Thomson searched its time docket for the key words "sources", "uses", "forensic report" and "forensics team". The professional fees of Miller Thomson relating to this category are \$29,277.17 inclusive of HST (\$25,909.00 + \$3,368.17 of HST); and
  - c. *Accounting, Bookkeeping and Tax*: Miller Thomson searched its time docket for the key words "tax", "Misnomer" and "CCPC". The professional fees of Miller Thomson relating to this category are \$28,382.78 inclusive of HST (\$25,117.50 + \$3,265.28 of HST).
47. In addition to the fees of the Liquidator and its counsel, Tarn Financial incurred fees from third parties who assisted Tarn Financial and/or the Liquidator with certain accounting, bookkeeping and tax matters as follows:
  - a. *Richter LLP*: Work undertaken including to prepare financial statements and income tax returns for Tarn Financial. The professional fees and expenses of Richter LLP total \$372,849.59 inclusive of HST;
  - b. *BDO Canada LLP*: Work done to recreate the financial records of Tarn Financial. The professional fees of BDO Canada LLP total \$129,566.03; and
  - c. *Thas Thambapillai (controller of Tarn Financial)*: Work done to complete the

financial statements of Tarn Financial, provide the Liquidator with CRA audit assistance and other accounting records after the conclusion of the Transaction. The fees of Thas Thambapillai total \$44,635.00.

#### **IV. DISTRIBUTIONS TO THE SHAREHOLDERS SINCE THE EIGHTH REPORT**

##### **Fifth Distribution Order**

48. The Fifth Distribution Order authorized a further five percent (5%) interim distribution to the Shareholders in respect of their Eligible Shareholder Loan Claims. Prior to the Fifth Distribution Order, the Shareholders had received a distribution in the amount of 75% of their Eligible Loan Claims in accordance with the Fourth Distribution Order.
49. In accordance with the Fifth Distribution Order, on March 18, 2020, the Liquidator made a further interim distribution to the Shareholders as follows: (a) \$300,000 to BA&B (5% of \$6,000,000); (b) \$150,000 to KAAN (5% of \$3,000,000); and (c) \$128,500 to SAMM (5% of \$2,570,000).

##### **Distribution of the Remaining Shareholder Loans**

50. Following the issuance of the Reasons, the Shareholders advised the Liquidator that they had reached an agreement on the amount of the remaining shareholder loan owing to SAMM, taking into account Justice Koehnen's findings in the Reasons. The Shareholders provided the Liquidator with an executed direction dated October 26, 2022 (the "**Direction**") requesting a distribution of the remaining amounts owing under the shareholder loans prior to the Liquidator obtaining Court approval of the distribution. A copy of the Direction is attached as **Appendix "J"** to this Ninth Report.
51. After confirming with the parties that the Liquidator would seek approval from the Court of the distribution requested *nunc pro tunc* at the next motion, the Liquidator agreed to make the distribution. In accordance with the Direction, on November 2, 2022, the Liquidator made a final distribution to the Shareholders in relation to the shareholders loans as follows: (a) \$1,200,000 to BA&B (20% of \$6,000,000) (b) \$600,000 to KAAN (20% of \$3,000,000); and (c) \$853,507 to SAMM (the amount that was agreed amongst the Shareholders).

### **Distribution of the Shareholders' Rights and Interests in Tarn Financial**

52. In December 2022, the Shareholders requested that the Liquidator make an aggregate interim distribution of \$7 million to the Shareholders rateably according to the Shareholders' Rights and Interests in Tarn Financial prior to seeking Court approval of the distribution. The Liquidator agreed to make a distribution subject to the parties entering into a reimbursement agreement with the Liquidator and confirming that the Liquidator would seek approval from the Court in respect of the distribution, *nunc pro tunc*, at the next motion. The parties entered into a reimbursement agreement dated December 21, 2022 (the "**Reimbursement Agreement**"). A copy of the Reimbursement Agreement is attached as **Appendix "K"** to this Ninth Report.
53. In accordance with the Reimbursement Agreement, on December 22, 2022, the Liquidator made an interim distribution to the Shareholders in respect of the Shareholders' Rights and Interests in Tarn Financial as follows: (a) \$2,800,000 to BA&B (40% of \$7,000,000); (b) \$1,400,000 to KAAN (20% of \$7,000,000); and (c) \$2,800,000 to SAMM.

### **Order Sought**

54. The Liquidator respectfully requests that the Court approve, *nun pro tunc*: (a) the final distribution to Shareholders in respect of the shareholder loans made on November 2, 2022, out of the proceeds in the estate of Tarn Financial; and (b) the interim distribution to Shareholders in respect of the Shareholders' Rights and Interests in Tarn Financial made on December 22, 2022, out of the proceeds in the estate of Tarn Financial.

### **V. LIQUIDATOR'S STATEMENT OF RECEIPTS AND DISBURSEMENTS**

55. The Liquidator reported on the total receipts and disbursements from the date of the Liquidator's appointment to March 6, 2020, in the Eighth Report.
56. The following table provides a summary of the total receipts and disbursements from the date of the Liquidator's appointment to May 19, 2023 (the "**R&D Period**):

| <b>Statement of Receipts and Disbursements</b>           |  |  |   |
|--|--|--|---|
| <b>For the period September 25, 2017 to May 19, 2023</b> |  |  |   |
| <b>(in CAD)</b>  |  |  |   |
|  | <b>Sep 25, 2017 to<br/>Mar 6, 2020</b> | <b>Mar 7, 2020 to<br/>May 19, 2023</b> | <b>Sep 25, 2017 to<br/>May 19, 2023</b> |
| <b>Receipts</b>  |  |  |   |
| Operating receipts                                       | 18,244,496                             | 61,766                                 | 18,306,263                              |
| Liquidator's Borrowings                                  | 2,977,805                              | -                                      | 2,977,805                               |
| GIC Interest   | 454,036                                | 470,049                                | 924,086                                 |
| Collected on behalf of Sunray Hotels Inc.                | 203,249                                | -                                      | 203,249                                 |
| Net sale proceeds  | 59,303,653                             | -                                      | 59,303,653                              |
| <b>Total receipts</b>                                    | <b>81,183,239</b>                      | <b>531,816</b>                         | <b>81,715,055</b>                       |
| <b>Disbursements</b>                                     |  |  |   |
| Operating disbursements                                  | 4,081,240                              | 26,301                                 | 4,107,542                               |
| Salaries and wages                                       | 6,269,111                              | -                                      | 6,269,111                               |
| Taxes  | 4,976,814                              | (1,021,590)                            | 3,955,224                               |
| Accounting and tax costs                                 | 254,970                                | -                                      | 254,970                                 |
| Insurance  | 260,709                                | -                                      | 260,709                                 |
| Utilities  | 1,050,494                              | -                                      | 1,050,494                               |
| Marriott fee   | 1,481,145                              | -                                      | 1,481,145                               |
| Critical Maintenance                                     | 368,046                                | -                                      | 368,046                                 |
| Collected on behalf of Sunray Hotels Inc.                | 203,249                                | -                                      | 203,249                                 |
| <b>Total operating disbursements</b>                     | <b>18,945,779</b>                      | <b>(995,288)</b>                       | <b>17,950,491</b>                       |
| <b>Operating cash flow</b>                               | <b>62,237,460</b>                      | <b>1,527,104</b>                       | <b>63,764,564</b>                       |
| <b>Loan Facilities and Professional Fees</b>             |  |  |   |
| Secured lenders - Principal and Interest                 | 1,957,768                              | -                                      | 1,957,768                               |
| Sales Commission   | 847,500                                | -                                      | 847,500                                 |
| Professional fees  | 4,738,817                              | 1,233,308                              | 5,972,125                               |
| <b>Non-operating disbursements</b>                       | <b>7,544,085</b>                       | <b>1,233,308</b>                       | <b>8,777,394</b>                        |
| <b>Distributions</b>                                     |  |  |   |
| Meridian Credit Union                                    | 17,494,362                             | -                                      | 17,494,362                              |
| Kingsett Mortgage Corporation                            | 6,094,523                              | -                                      | 6,094,523                               |
| Liquidator's Borrowing Charge                            | 3,179,364                              | -                                      | 3,179,364                               |
| Lien Claimants   | 2,549,681                              | -                                      | 2,549,681                               |
| Tarion Warranty Corporation                              | 600,000                                | -                                      | 600,000                                 |
| Unsecured Creditors                                      | 2,142,923                              | 398,790                                | 2,541,714                               |
| Shareholders in Respect of Loans                         | 8,677,500                              | 3,232,007                              | 11,909,507                              |
| Shareholders in Respect of Equity                        | -                                      | 7,000,000                              | 7,000,000                               |
| <b>Total distributions</b>                               | <b>40,738,353</b>                      | <b>10,630,797</b>                      | <b>51,369,150</b>                       |
| Opening book balance                                     | (70,185)                               | 13,884,837                             | (70,185)                                |
| <b>Net cash flow</b>                                     | <b>13,955,022</b>                      | <b>(10,337,002)</b>                    | <b>3,618,021</b>                        |
| <b>Closing book balance</b>                              | <b>13,884,837</b>                      | <b>3,547,836</b>                       | <b>3,547,836</b>                        |

57. Receipts during the R&D Period were \$81,715,055 and consist of: (a) guest room, food and beverage and parking-related revenues of \$18,306,263; (b) funding of \$2,977,805 under the Borrowings Charge; (c) net sale proceeds of \$59,303,653; (d) amounts collected on behalf of Sunray after the Closing Date of \$203,249; and (e) interest earned on invested funds of \$924,086;

58. Disbursements and distributions during the R&D Period were \$78,097,035 and include: (a) salaries and wages in the amount of \$6,269,111; (b) operating expenses of \$4,107,542; (c) HST and other tax payments, including the capital gains taxes payable on the Transaction, in the amount of \$3,955,224; (d) principal and interest payments to secured creditors of \$1,957,768; (e) professional fees and disbursements inclusive of HST of \$5,972,195 which consists of the professional fees of the Liquidator and the Receiver, their independent legal counsel, Miller Thomson, and Bennett Jones; (f) distributions pursuant to the First Distribution Order in the amount of \$26,768,248; (g) distributions pursuant to the Second Distribution Order in the amount of \$2,549,681; (h) distributions pursuant to the Third Distribution Order in the amount of \$2,541,714; (i) distributions pursuant to the Tarion Cash Collateral Procedure Order in the amount of \$600,000; (j) distributions pursuant to the Fourth Distribution Order in the amount of \$8,677,500; (k) distributions pursuant to the Fifth Distribution Order in the amount of \$578,500; (l) a final distribution to Shareholders on their shareholder loans in the amount of \$2,653,507; and (m) an interim distribution to Shareholders on their Shareholders' Rights and Interests in Tarn Financial in the amount of \$7,000,000.

## **VI. ACTIVITIES OF THE LIQUIDATOR AND THE RECEIVER SINCE THE EIGHTH REPORT**

59. Since the date of the Eighth Report, the Liquidator and Receiver and its counsel have done the following:
- a. Attended Court for the purposes of obtaining the Fifth Distribution Order;
  - b. Made distributions pursuant to the Fifth Distribution Order;
  - c. Undertook the Deposit Return Procedure with respect to the remaining Proven Deposit and submitted the final Statutory Declaration;
  - d. Collected the post-closing amounts from Sunray and made payment of the amounts owing under the transition services agreement to Sunray;
  - e. Made distributions pursuant to the Third Distribution Order;
  - f. Completed the professional fee tax deductibility analysis for 2018 for purposes of the corporate tax returns;

- g. With the assistance of Richter LLP (“**Richter**”), finalized the 2018 financial statements and corporate tax returns;
- h. With the assistance of Richter, addressed inquiries from the Canada Revenue Agency;
- i. Continued to make all filings of Harmonized Sales Tax (“**HST**”) and other statutory remittances, as required;
- j. Confirmed with counsel to The Guarantee Company that The Guarantee Company does not have any remaining secured claims and released the associated reserve;
- k. Prepared distribution analyses requested by the Applicants’ and Respondents’ counsel;
- l. Reviewed materials filed in relation to the pre-trial conference and considered and prepared various settlement scenarios for Justice Hainey;
- m. Attended pre-trial settlement conference;
- n. Reviewed materials filed in relation to case conferences and attend several case conferences;
- o. Reviewed materials filed in relation to the *res judicata* motion and attend *res judicata* motion;
- p. Had numerous discussions with the Applicants’ counsel and the Respondents’ counsel regarding matters related to the Trial and responded to several requests for information;
- q. Reviewed materials filed in relation to the *voire dire* and attend *voire dire*;
- r. Reviewed materials filed in relation to the Trial and responded to several rounds of written interrogatories from the Applicants’ and Respondents’ counsel;
- s. Attended the Trial;
- t. Responded to inquiries and requests for information from Justice Koehnen following the Trial;
- u. Reviewed the Reasons;

- v. Had discussions with the Shareholders' counsel regarding the final distribution in respect of the shareholder loans;
  - w. Reviewed and considered the Direction and made the final distribution to the Shareholders in respect of their Shareholder Loans;
  - x. Coordinated the preparation of the 2019, 2020, 2021 and 2022 tax returns by Richter;
  - y. Had discussions with the Shareholders' counsel regarding an interim distribution in respect of the Shareholders' Rights and Interests in Tarn Financial;
  - z. Prepared and reviewed the Reimbursement Agreement and made an interim distribution to the Shareholders in respect of the Shareholders' Rights and Interests in Tarn Financial;
  - aa. Reviewed the Cost Endorsement and had discussions with Shareholder's counsel regarding request for allocation of fees;
  - bb. Prepared a fee allocation analysis;
  - cc. Had regular discussions with the Shareholders' counsel regarding the Winding Up Proceedings and responded to inquiries from the Shareholders regarding same;
  - dd. Posted materials related to the Winding Up Proceedings on its website ([www.kpmg.com/ca/tarn](http://www.kpmg.com/ca/tarn));
  - ee. Maintained a telephone hotline at 416-649-7623 or 1-855-222-8083 and email address at [tarn@kpmg.ca](mailto:tarn@kpmg.ca) for inquiries regarding the Winding Up Proceedings; and
  - ff. Prepared and delivered the Ninth Report
60. The Liquidator and Receiver respectfully request that the Court approve the activities and conduct of the Liquidator and Receiver set out herein.

**VII. APPROVAL OF PROFESSIONAL FEES TO APRIL 30, 2023**

61. The fees and disbursements of the Liquidator and its legal counsel, Miller Thomson and Bennett Jones LLP ("**Bennet Jones**"), for the period from the date of the Winding Up Order to December 31, 2017, were set out in the Second Report and were approved by the Court in the April 2018 Ancillary Order.



62. The fees and disbursements of the Liquidator, the Receiver and the Liquidator's and the Receiver's counsel, Miller Thomson and Bennett Jones, for the period from January 1, 2018, to April 30, 2018, were set out in the Fifth Report and were approved by the Court in the Fees and Conduct Approval Order.
63. The fees and disbursements of the Liquidator, the Receiver and the Liquidator's and the Receiver's counsel, Miller Thomson and Bennett Jones, for the period from May 1, 2018, to December 30, 2018, were set out in the Seventh Report and were approved by the Court in the April 2019 Ancillary Order.
64. The Liquidator and Miller Thomson have maintained detailed records of their professional time and costs from January 1, 2019, to April 30, 2023 (the "**Fee Period**"), as detailed in the Fee Affidavit of Anamika Gadia of KPMG sworn May 18, 2023 (the "**KPMG Fee Affidavit**") and the Fee Affidavit of Stephanie De Caria of Miller Thomson sworn May 19, 2023 (the "**Miller Thomson Fee Affidavit**" and together with the KPMG Fee Affidavit, the "**Fee Affidavits**"). Copies of the Fee Affidavits are attached as **Appendix "L"** and **Appendix "M"**, respectively.
65. Pursuant to paragraphs 16 and 17 of the Winding Up Order, the Liquidator and its counsel, shall be paid their reasonable fees and disbursements and shall pass their accounts before this Court. In addition, pursuant to paragraph 15 of the Winding Up Order, the Liquidator and its counsel were granted a charge on the Property (as defined in the Winding Up Order) of Tarn Financial (the "**Liquidator's Charge**") as security for their fees and disbursements.
66. The total fees and disbursements (including HST) of the Liquidator and the Receiver during the Fee Period amount to \$896,442,07. The details of the time spent, and the services provided by the Liquidator are more particularly described in the KPMG Fee Affidavit.
67. The total fees and disbursements (including HST) of Miller Thomson during the Fee Period amount to \$443,332.28. The details of the time spent, and the services provided by Miller Thomson are more particularly described in the Miller Thomson Fee Affidavit.

68. In addition to the above fees, the Liquidator and Miller Thomson estimate their fees from May 1, 2023, to the completion of the Winding Up Proceedings and the Receivership Proceedings to be \$75,000 and \$50,000, respectively, plus HST (the “**Fee Accrual**”).
69. The Liquidator and the Receiver have reviewed the accounts of their counsel and believe that the accounts of the Liquidator, the Receiver and Miller Thomson are reasonable in the circumstances and respectfully request that the Court approve the Liquidator’s and the Receiver’s fees and disbursements and those of the Liquidator’s and the Receiver’s counsel to April 30, 2023, as well as the Fee Accrual for the estimate of fees and disbursements to the completion of the Winding Up Proceedings and the Receivership Proceedings.

#### **VIII. TARN CONSTRUCTION BANKRUPTCY**

70. As discussed above, Tarn Construction is a wholly owned subsidiary of Tarn Financial. Through Tarn Construction, Tarn Financial was pursuing the Development Project on lands adjacent to the Hotel owned by Tarn Financial.
71. KPMG was appointed as Receiver of Tarn Construction on April 13, 2018 pursuant to the Receivership Order.
72. Tarn Construction did not have any assets as the financing for the Development Project had not been secured at the time of the Liquidator’s appointment and the lands were owned by Tarn Financial. The only funding historically available to Tarn Construction was through intercompany loans from Tarn Financial. Based on the Liquidator’s and Receiver’s review of the limited books and records available for Tarn Construction, there are significant amounts outstanding to development and construction vendors in relation to the Development Project at the time of the Liquidator’s appointment. In addition, condominium brokers are potentially owed commission amounts by Tarn Construction, representing either the first, second or final commission payment for unit sales on behalf of Tarn Construction.
73. The amounts potentially owing to vendors and brokers have not been quantified by the Liquidator or Receiver but based on claims against Tarn Construction in the Tarn

Financial Claims Process, the potential liabilities of Tarn Construction are in the millions of dollars.

74. Given that Tarn Construction has no assets and significant liabilities, Tarn Construction is insolvent. In order to wind down the corporation in an orderly manner, the Liquidator and Receiver believe the best course of action is for the Receiver to assign Tarn Construction into bankruptcy and have KPMG act as Trustee in Bankruptcy.
75. In addition, Tarn Construction claimed input tax credits (“ITC”) to recover the HST amount on invoices rendered by vendors of the Development Project prior to the Winding Up Order. Many of these invoices were not paid, accordingly, these ITCs could be reversed by the CRA. If reversed, this would create a priority claim for the CRA. Since Tarn Construction does not have any assets to deal with such claims, a bankruptcy to reverse the priority of the CRA’s HST claim is prudent in the circumstances.
76. As discussed above, the Receiver has already dealt with the third-party property held by Tarn Construction by completing the Deposit Return Procedure whereby the Receiver returned, either in person or via regular mail, 626 Proven Deposits totaling \$29,751,544. Accordingly, as there is no property to deal with, the Receiver does not foresee that the Trustee in Bankruptcy will need to complete any activities other than those that are statutorily required.
77. The fees and disbursements for administering the bankruptcy of Tarn Construction are estimated to be \$25,000 plus HST (the “Trustee Fees”) and the Receiver has had discussions with the Shareholders’ counsel as to the amount of these fees and the Shareholders have agreed that these fees can be set aside from the proceeds of the estate of Tarn Financial.
78. The Receiver respectfully requests that the Court grant leave and authorize the Receiver to assign Tarn Construction into bankruptcy and authorize KPMG to act as Trustee in Bankruptcy.

#### **IX. REMAINING MATTERS AND DISCHARGE**

79. Assuming that the Discharge Order is granted, the Liquidator and Receiver will then complete the remaining matters in the Winding Up Proceedings and the Receivership

Proceedings namely:

- a. The Receiver will assign Tarn Construction into bankruptcy and thereafter will file the Receiver's Discharge Certificate with the Court;
- b. The Liquidator will work with Richter to prepare and file the corporate tax returns for 2019, 2020, 2021 and 2022;
- c. The Liquidator will establish the Reserve in the amount of \$1,028,250, which amount has been calculated based upon the high-end estimate of the taxes payable by Tarn Financial to the date of dissolution based upon the Reasons and interest income earned during the Winding Up Proceedings, the estimated fees of Richter to prepare the corporate tax returns from 2019 to the date of dissolution and the Trustee Fees;
- d. The Liquidator will hold back the amount of the Fee Accrual, which is based upon the estimated fees of the Liquidator, the Receiver and Miller Thomson from May 1, 2023, to the completion of the Winding Up Proceedings and the Receivership Proceedings;
- e. The Liquidator will distribute the remaining proceeds in the estate of Tarn Financial, net of the Fee Accrual holdback and the Reserve, to the Shareholders rateably according to the Shareholders' Rights and Interests in Tarn Financial;
- f. The Liquidator will file the Dissolution Certificate with the Court;
- g. The Liquidator will work with Richter to prepare and file the corporate tax returns for 2023 to the date of dissolution of Tarn Financial;
- h. The Liquidator will work with Richter to address any CRA inquiries relating the corporate tax returns filed for the period from 2019 to the date of dissolution and will pay the income taxes owing from the Reserve;
- i. The Liquidator will thereafter distribute any remaining proceeds in the estate of Tarn Financial including any remaining in the Reserve after payments set out herein to the Shareholders rateably according to the Shareholders' Rights and Interests in Tarn Financial; and
- j. Once all of the matters above are complete and there are no remaining matters to be

addressed, the Liquidator will file the Liquidator's Discharge Certificate with the Court.

**X. CONCLUSION**

80. The Liquidator and the Receiver submit this Ninth Report to the Court in support of the Liquidator's and the Receiver's Motion and recommends that the Court grant the Discharge Order.

All of which is respectfully submitted at Toronto, Ontario this 19<sup>th</sup> day of May 2023.

**KPMG Inc., in its capacity as Court Appointed Liquidator of  
Tarn Financial Corporation and in its capacity as Court Appointed  
Receiver of Tarn Construction Corporation and not in its personal  
capacity**



Per:

\_\_\_\_\_  
Anamika Gadia  
Senior Vice President

# APPENDIX “A”

CL

Court File No. CV-17-11697-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)**

**THE HONOURABLE MR**

)

**FRIDAY, THE 15<sup>th</sup> DAY**

**JUSTICE LEDERMAN**

)

**OF SEPTEMBER 2017**

)

**BETWEEN:**

VOLKAN BASEGMEZ, CEM BLEDA BASEGMEZ, ANIL RUKAN BASEGMEZ, BA&B CAPITAL INC., SERDAR KOCTURK and KAAAN HOLDINGS INC.

**Applicants**

– and –

ALI AKMAN, SAMM CAPITAL HOLDINGS INC. and TARN FINANCIAL CORPORATION

**Respondents**

**APPLICATION UNDER** sections 207 and 248 of the *Business Corporations Act*, R.S.O. 1990, c. B.16.

**ORDER**

**(Winding-up Tarn Financial Corporation)**

**THIS MOTION** made by the Applicants for an Order pursuant to section 207 and 248 of the *Business Corporations Act*, R.S.O. 1990, c. B.16 (the “**OBCA**”) winding-up Tarn Financial Corporation (“**Tarn**”) appointing KPMG Inc. (“**KPMG**”) as liquidator of Tarn was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Affidavits of Anil Rukan Basegmez sworn 16 March 2017, Serdar Kocturk sworn 19 April 2017, Oliver Fitzgerald sworn 24 April 2017, Ali Akman sworn 27 July 2017, Julian Emmanuel sworn 18 April 2017 and Ted Evangelidis sworn 19 April 2017, the Reports of MNP LLP dated 6 July 2017 and Kanish & Partners LLP dated 27 July 2017, the Mediator’s Report dated 27 June 2017 and the transcripts from the shareholders’ meeting held on 9 June 2017 and the cross-examinations of Anil Rukan Basegmez, Serdar Kocturk, Ali Akman Julian Emmanuel and Edward Asare-Quansah, and on hearing the submissions of counsel for the

Applicants and the Respondents Ali Akman and SAMM Capital Holdings Inc., no one appearing for Tarn Financial,

## **WINDING-UP OF TARN FINANCIAL**

1. **THIS COURT ORDERS** that Tarn Financial be wound-up and for that purpose KPMG be and is hereby appointed as liquidator of the effects and estate of Tarn Financial effective from 25 September 2017 with the powers obligations set forth in Part XVI of the OBCA and this Order. Where there is any inconsistency between the powers provided to KPMG under the OBCA and this Order, the terms of this Order shall govern to the extent that they restrict or limit the powers of KPMG.

## **KPMG'S POWERS**

2. **THIS COURT ORDERS** that KPMG is hereby empowered and authorized, but not obligated, to act at once in respect of the assets property and undertaking of Tarn Financial (the "**Property**") and, without in any way limiting the generality of the foregoing, KPMG is hereby expressly empowered and authorized to do any of the following where KPMG considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
  - (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
  - (c) to manage, operate, and carry on the business of Tarn Financial, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of Tarn Financial;



- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, forensic experts, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of KPMG's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of Tarn Financial or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to Tarn Financial and to exercise all remedies of Tarn Financial in collecting such monies, including, without limitation, to enforce any security held by Tarn Financial;
- (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in KPMG's name or in the name and on behalf of Tarn Financial, for any purpose pursuant to this Order;
- (h) conduct a review of what monies were transferred in or out of Tarn Financial;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to Tarn Financial, the Property or KPMG and the authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding and subject to consent of the shareholders of Tarn Financial or an Order of the Court to settle or compromise any such proceeding;
- (j) to market the Property for sale and, subject to approval of the Court, negotiate such terms and conditions of sale as KPMG in its discretion may deem appropriate;

- (k) to apply to the Court for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (l) to report to, meet with and discuss with such affected Persons (as defined below) as KPMG deems appropriate on all matters relating to the Property and to share information, subject to such terms as to confidentiality as KPMG deems advisable;
- (m) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and in the name of Tarn Financial;
- (n) to exercise any shareholder, partnership, joint venture or other rights which Tarn Financial may have; and
- (o) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO KPMG**

3. **THIS COURT ORDERS** that (i) Tarn Financial, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise KPMG of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to KPMG, and shall deliver all such Property to KPMG upon KPMG's request.

4. **THIS COURT ORDERS** that all Persons shall forthwith advise KPMG of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of Tarn Financial, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to KPMG or permit KPMG to make, retain and take away copies thereof and grant to KPMG unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 4 or in paragraph 5 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to KPMG due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
  
5. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to KPMG for the purpose of allowing KPMG to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as KPMG in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of KPMG. Further, for the purposes of this paragraph, all Persons shall provide KPMG with all such assistance in gaining immediate access to the information in the Records as KPMG may in its discretion require including providing KPMG with instructions on the use of any computer or other system and providing KPMG with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST KPMG**

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

## **NO PROCEEDINGS AGAINST TARN FINANCIAL OR THE PROPERTY**

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

## **NO INTERFERENCE WITH KPMG**

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

## **CONTINUATION OF SERVICES**

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



## **KPMG TO HOLD FUNDS**

10. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by KPMG from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by KPMG (the "**Liquidator's Accounts**") as required by section 227 of the OBCA and the monies standing to the credit of the Liquidator's Accounts from time to time, net of any disbursements provided for herein, shall be held by KPMG to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

11. **THIS COURT ORDERS** that all employees of Tarn Financial shall remain the employees of Tarn Financial until such time as KPMG, on Tarn Financial's behalf, may terminate the employment of such employees. KPMG shall not be liable for any employee-related liabilities, including any successor employer liabilities other than such amounts as KPMG may specifically agree in writing to pay. Tarn Financial shall make all employee-related remittance from and after the date of this Order.

## **PIPEDA**

12. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, KPMG shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to KPMG, or in the alternative destroy all such information. The purchaser of any

Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by Tarn Financial, and shall return all other personal information to KPMG, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

#### **LIMITATION ON THE KPMG'S LIABILITY**

14. **THIS COURT ORDERS** that KPMG shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on the part of KPMG.

## **LIQUIDATOR'S ACCOUNTS**

15. **THIS COURT ORDERS** that KPMG and counsel to KPMG shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that KPMG and counsel to KPMG shall be entitled to and are hereby granted a charge (the "**Liquidator's Charge**") on the Property as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Liquidator's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to any valid and enforceable security interests registered against the Property in favour of Persons not related to, or not dealing at arm's length with, Tarn Financial as of the date of this Order.
16. **THIS COURT ORDERS** that KPMG and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of KPMG and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
17. **THIS COURT ORDERS** that prior to the passing of its accounts KPMG shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of KPMG or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## **FUNDING OF KPMG**

18. **THIS COURT ORDERS** that KPMG be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the

powers and duties conferred upon KPMG by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the " Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to: (i) any valid and enforceable security interests registered against the Property in favour of Persons not related to, or not dealing at arm's length with, Tarn Financial as of the date of this Order; and (ii) the Liquidator's Charge.

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

#### **SERVICE AND NOTICE**

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

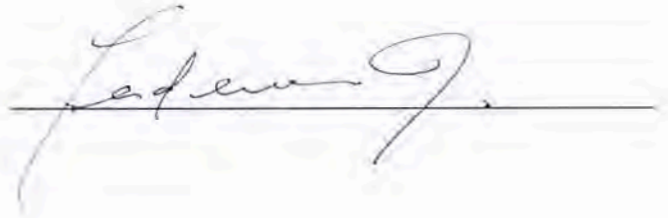
21. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, KPMG is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to interested parties and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the



next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

**GENERAL**

22. **THIS COURT ORDERS** that KPMG may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
23. **THIS COURT ORDERS** that the Applicants shall have its costs as either agreed upon by the parties or ordered by the Court.
24. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to KPMG and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



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

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

OCT 06 2017

PER / PAR:



Handwritten initials "pl" in blue ink.

CL

Court File No.: CV-17-11697-0000

**BETWEEN:**

**BASEGMEZ *et al***  
– Applicants –

**AND**

**AKMAN *et al***  
– Respondents –

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

(PROCEEDING COMMENCED AT TORONTO)

**ORDER**

**GOWLING WLG (CANADA) LLP**  
Barristers and Solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto, Ontario M5X 1G5

**E. Patrick Shea (LSUC No. 39655K)**  
**Christopher Stanek (LSUC No. 45127K)**  
Telephone: (416) 369-7399 / 862-4369  
Facsimile: (416) 862-7661

LAWYERS FOR THE APPLICANTS

# APPENDIX “B”

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)**



THE HONOURABLE MR.  
JUSTICE MCEWEN

)  
)  
)

FRIDAY, THE 13<sup>th</sup>  
DAY OF APRIL, 2018

**BETWEEN:**

VOLKAN BASEGMEZ, CEM BLEDA BASEGMEZ, ANIL RUKAN BASEGMEZ,  
BA&B CAPITAL INC., SERDAR KOCTURK  
and KAAH HOLDINGS INC.

**Applicants**

– and –

ALI AKMAN, SAMM CAPITAL HOLDINGS INC.  
and TARN FINANCIAL CORPORATION

**Respondents**

**APPLICATION UNDER** Sections 207 and 248 of the  
*Business Corporations Act*, R.S.O. 1990, c. B.16.

**MOTION UNDER** Section 101 of the  
*Courts of Justice Act*, R.S.O. 1990, c. C.43

**ORDER  
(appointing Receiver)**

**THIS MOTION** made by KPMG Inc. (“**KPMG**”), in its capacity as court-appointed liquidator (in such capacity, the “**Liquidator**”) pursuant to section 207 of the *Business Corporations Act* of the effects and estate of Tarn Financial Corporation (“**Tarn Financial**”) and appointed pursuant to the Winding Up Order of Justice Lederman dated September 15, 2017 (the “**Winding Up Order**”), which appointment was effective on September 25, 2017, for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing KPMG as receiver and manager (in such capacities, the “**Receiver**”) without security,



of all of the assets, undertakings and properties of Tarn Construction Corporation (“**Tarn Construction**”) acquired for, or used in relation to a business carried on by Tarn Construction, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Second Report of the Liquidator dated April 9, 2018 and on hearing the submissions of counsel for the Liquidator, and such other counsel as were present as indicated on the Counsel Slip, no one appearing for any other person on the Service List, although properly served as appears from the Affidavit of Service sworn April 10, 2018, filed, and on reading the consent of KPMG to act as the Receiver,

### **SERVICE**

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

### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 101 of the CJA, KPMG is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of Tarn Construction acquired for, or used in relation to a business carried on by Tarn Construction, including all proceeds thereof (the “**Property**”).

### **RECEIVER’S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the

relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of Tarn Construction, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of Tarn Construction;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of Tarn Construction or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to Tarn Construction and to exercise all remedies of Tarn Construction in collecting such monies, including, without limitation, to enforce any security held by Tarn Construction;
- (g) to take steps to commence a process to confirm the deposit amounts being held by Tarn Construction pursuant to Agreements of Purchase and Sale between Tarn Construction as vendor and purchasers for pre-sold condominium units for the contemplated development project known as "The Kennedy's";
- (h) to settle, extend or compromise any indebtedness owing to Tarn Construction;

- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of Tarn Construction, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to Tarn Construction, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to apply to the Court for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (l) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (m) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of Tarn Construction;
- (n) to exercise any shareholder, partnership, joint venture or other rights which Tarn Construction may have; and
- (o) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.



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

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

4. **THIS COURT ORDERS** that (i) Tarn Construction, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of Tarn Construction, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto



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

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO PROCEEDINGS AGAINST TARN CONSTRUCTION OR THE PROPERTY**

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

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

9. **THIS COURT ORDERS** that all rights and remedies against Tarn Construction, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or Tarn Construction to carry on any business which Tarn Construction is not lawfully entitled to carry on, (ii) exempt the Receiver or Tarn Construction from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

### **NO INTERFERENCE WITH THE RECEIVER**

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

### **CONTINUATION OF SERVICES**

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

### **PIPEDA**

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



identical to the prior use of such information by Tarn Construction, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

14. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS AND FUNDING OF THE RECEIVERSHIP**

15. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver's Charge**”) on the Property, as

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

16. **THIS COURT ORDERS** that the Liquidator is hereby authorized and directed to pay the reasonable fees and disbursements of the Receiver and its counsel, in each case at their standard rates and charges, and the cost of administering Tarn Construction's receivership, all from the effects and estate of Tarn Financial in accordance with the Winding Up Order and when so paid, shall take the benefit of the Receiver's Charge to the extent of such payment.

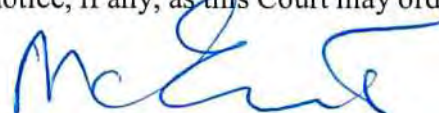
17. **THIS COURT ORDERS** that KPMG and its legal counsel shall not be obligated to maintain accounts in their capacity as Receiver and counsel to the Receiver, which are separate from the accounts they maintain in their capacity as Liquidator and counsel to the Liquidator, which accounts shall be passed from time to time in accordance with the Winding Up Order.

#### **GENERAL**

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

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

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



ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

APR 13 2018

PER / PAR: 



Volkan Basegmez et al v. Ali Akman, SAMM Capital Holdings Inc. and Tarn Financial Corporation

Court File No.: CV-17-11697-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**RECEIVERSHIP ORDER  
(Re: Tarn Construction Corporation)  
DATED APRIL 13, 2018**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
Toronto Ontario M5H 3S1

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Lawyers for KPMG Inc., in its capacity as Liquidator  
of Tarn Financial Corporation

# APPENDIX “C”

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE  
JUSTICE McEWEN

)  
)  
)

TUESDAY, THE 30<sup>TH</sup> DAY  
OF APRIL, 2019

BETWEEN:

**VOLKAN BASEGMEZ, CEM BLEDA BASEGMEZ, ANIL RUKAN BASEGMEZ,  
BA&B CAPITAL INC., SERDAR KOCTURK and KAAH HOLDINGS INC.**

Applicants

- and -

**ALI AKMAN, SAMM CAPITAL HOLDINGS INC. and TARN FINANCIAL CORPORATION**

Respondents



APPLICATION UNDER Sections 207 and 248 of the *Business Corporations Act*, R.S.O. 1990, c. B. 16

**ORDER**

**THIS MOTION**, made the Applicants, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Affidavit of Fiorella Sasso sworn 23 April 2019, the Affidavit of Ali Akman sworn 26 April 2019 and the Report of KPMG Inc. (the "**Liquidator**") dated 19 February 2019, and on hearing submissions of counsel to the Applicants, the Respondents and the Liquidator;

- THIS COURT ORDERS THAT** the Liquidator is authorized and directed to make interim distributions to: (a) KAAH Holdings Inc. in the amount of \$2,250,000.00; (b) B&B Capital Inc. in the amount of \$4,500,000.00; and (c) SAMM Capital Holdings Inc. in the amount of \$1,927,500.00.

SUPERIOR COURT OF JUSTICE  
ENTERED

MAY 14 2019

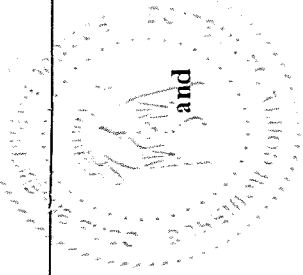
RW

COUR SUPÉRIEURE DE JUSTICE  
ENTRÉ

**BETWEEN:**

**VOLKAN BASEGMEZ, ET AL**  
Applicants

**ALI AKMAN, SAMM CAPITAL, ET AL**  
Respondents



**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(Commercial List)**

(PROCEEDING COMMENCED AT TORONTO)

**ORDER**

**GOWLING WLG (CANADA) LLP**  
Barristers and Solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
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**E. Patrick Shea** (LSUC No.: 39655K)  
Telephone: (416) 369-7399  
Facsimile: (416) 862-7661

SOLICITORS FOR THE APPLICANT



# APPENDIX “D”

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

**IN THE MATTER OF THE WINDING UP OF  
TARN FINANCIAL CORPORATION**

**APPLICATION UNDER SECTIONS 207 AND 248 OF THE  
*BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16**

**EIGHTH REPORT OF KPMG INC. in its capacity as  
LIQUIDATOR OF TARN FINANCIAL CORPORATION  
and  
SIXTH REPORT OF KPMG INC. in its capacity as  
RECEIVER OF TARN CONSTRUCTION CORPORATION**

**MARCH 9, 2020**

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Appendix K – Email from Applicants’ Counsel on March 5, 2020

Appendix L – Alternative Distribution Analysis

## I. INTRODUCTION AND SUMMARY OF PROCEEDINGS

1. On February 13, 2017, Volkan Basegmez, Cem Bleda Basegmez, Anil Rukan Basegmez, BA&B Capital Inc. (“**BA&B**”), Serdar Kocturk and Kaan Holdings Inc. (“**Kaan**”) (collectively, the “**Applicants**”) commenced an application (the “**Application**”) before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) under sections 207 and 248 of the *Business Corporations Act*, R.S.O. 1990, c. B.16 seeking an Order winding up Tarn Financial Corporation (“**Tarn Financial**”) and appointing KPMG Inc. (“**KPMG**”) as liquidator for that purpose. The Applicants are shareholders of Tarn Financial and collectively hold 60% of the common shares of Tarn Financial. The remaining 40% of the common shares of Tarn Financial are held by the Respondent, SAMM Capital Holdings Inc. (“**SAMM**”), a company owned by the Respondent, Ali Akman (“**Akman**”).
2. The Application was heard by Justice Lederman on August 11, 2017 and on September 15, 2017, His Honour ordered the winding up of Tarn Financial pursuant to the Winding Up Order dated September 15, 2017 (the “**Winding Up Order**”), and the appointment of KPMG as liquidator for that purpose (in such capacity, the “**Liquidator**”) effective as of September 25, 2017 (the “**Winding Up Proceedings**”). A copy of the Winding Up Order is attached as **Appendix “A”** to this report, which is the Liquidator’s Eighth Report to the Court and the Receiver’s (as defined below) Sixth Report to the Court (the “**Eighth Report**”).
3. The business and assets of Tarn Financial included the Delta Toronto East Hotel (the “**Hotel**”) and adjoining development lands that were being developed by Tarn Financial, through its wholly-owned subsidiary, Tarn Construction Corporation (“**Tarn Construction**”), as a development known as “The Kennedys” (the “**Development Project**”) located at 2035 Kennedy Rd., Scarborough, Ontario (the “**Real Property**”). The assets of Tarn Financial were sold pursuant to the Transaction (as defined below) that closed on June 29, 2018 (the “**Closing Date**”).
4. On October 6, 2017, Akman and SAMM filed a Notice of Appeal with the Divisional Court of the Ontario Superior Court of Justice (the “**Divisional Court**”) appealing the Winding Up Order (the “**Appeal**”). The Appeal was heard on January 30, 2018 by the Divisional Court and on February 6, 2018, the Divisional Court dismissed the Appeal.

5. The Liquidator issued its first report to the Court on November 13, 2017 (the “**First Report**”). On November 16, 2017, the Liquidator issued a first supplemental report to the Court (the “**First Supplemental Report**”) and on November 28, 2017, the Liquidator issued a second supplemental report to the First Report (the “**Second Supplemental Report**”).
6. As detailed in the First Report, the First Supplemental Report and the Second Supplemental Report, the Liquidator brought a motion (the “**Sale Process Motion**”) seeking an Order (the “**Sale Process Order**”), among other things: (a) authorizing the Liquidator to enter into and approving a marketing and listing agreement between the Liquidator and CBRE Limited (“**CBRE**”) dated November 10, 2017; (b) approving the sale process (the “**Sale Process**”); and (c) authorizing, but not obligating, the Liquidator to file a consent to sever the Real Property.
7. The Sale Process Motion was scheduled to be heard before the Court on November 17, 2017. The Sale Process Motion was adjourned on an unopposed basis to November 24, 2017 to allow the Applicants, SAMM and Akman time to formalize a settlement that the parties advised the Liquidator had been reached between them in principle.
8. The settlement was not finalized by November 24, 2017 and the Sale Process Motion was heard on that day and was unopposed except for the Order seeking the approval of a marketing and listing agreement between the Liquidator and CBRE. This aspect of the relief sought was opposed by SAMM and Akman. On November 24, 2017, Justice McEwen declined to grant the Order approving the marketing and listing agreement between the Liquidator and CBRE.
9. Justice McEwen directed the Liquidator to retain another marketing and listing agent and adjourned the Sale Process Motion to allow the Liquidator to do so. Thereafter, on November 29, 2017, Justice McEwen granted the Sale Process Order which, among other things: (a) approved the retention by the Liquidator of Colliers Macaulay Nicolls Inc. to be the marketing and listing agent; and (b) approved the Sale Process including revisions thereto, in order to address the change in the marketing and listing agent.
10. On December 6, 2017, the Liquidator brought a motion seeking an order (the “**OMB Appeals Order**”) authorizing, but not obligating, the Liquidator to file two Notices of

Appeal with the Ontario Municipal Board in respect of the Real Property. Justice McEwen granted the OMB Appeals Order on the same date.

11. The Liquidator issued its second report to the Court on April 9, 2018 (the “**Second Report**”). As detailed in the Second Report, the Liquidator brought a motion returnable on April 13, 2018 seeking:
  - a. An Order (the “**Claims Procedure Order**”) approving and establishing a procedure for the solicitation, resolution and barring of certain claims against Tarn Financial (the “**Tarn Financial Claims Process**”);
  - b. An Order (the “**Receivership Order**”) authorizing the appointment of KPMG as receiver and manager over the properties, assets and undertakings of Tarn Construction (in such capacities, the “**Receiver**”) pursuant to section 101 of the *Courts of Justice Act* R.S.O. 1990, c. C.43;
  - c. An Order (the “**Deposit Confirmation Procedure Order**”) approving and establishing a procedure for confirming the Deposits (as defined in the Deposit Confirmation Procedure Order) that were paid to Tarn Construction by purchasers of the pre-sold, unbuilt condominium units at the Development Project; and
  - d. An Order (the “**April 2018 Ancillary Order**”) (i) authorizing an increase in the maximum principal amount of the Borrowings Charge (as defined in the Winding Up Order) by \$1,000,000 (the “**Increased Borrowing Amount**”) from \$2,000,000 to \$3,000,000 and addressing the priority of the Borrowings Charge in respect of the Increased Borrowing Amount; (ii) approving the fees of the Liquidator and the Liquidator’s legal counsel, Miller Thomson LLP (“**Miller Thomson**”) and Bennett Jones LLP (“**Bennett Jones**”), from the date of the Winding Up Order to December 31, 2017; and (iii) approving the First Supplemental Report, the Second Supplemental Report and the Second Report and the activities and conduct of the Liquidator as set out therein.
12. On April 13, 2018, the Court granted the Claims Procedure Order, the Receivership Order, the Deposit Confirmation Procedure Order and the April 2018 Ancillary Order. A copy of the Claims Procedure Order is attached as **Appendix “B”** to this Eighth Report.

13. The Liquidator issued its third report to the Court and the Receiver issued its first report to the Court on April 24, 2018 (collectively, the “**Third Report**”). As detailed in the Third Report, the Liquidator and Receiver brought a motion returnable on May 1, 2018 seeking:
  - a. Advice and directions from the Court regarding the Receiver’s ability to terminate the Agreements of Purchase and Sale (the “**APSs**”) entered into by Tarn Construction with purchasers of proposed condominium units in the contemplated Development Project (the “**Purchasers**”) in accordance with the terms of the APSs and, in particular, the condition contained at Appendix A of Schedule E to the APSs entitled “Tarion Warranty Corporation Statement of Critical Dates and Addendum” which states: “Receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by October 9, 2018” (the “**Construction Financing Early Termination Condition**”);
  - b. An Approval and Vesting Order (the “**Approval and Vesting Order**”), among other things, approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement between Tarn Financial and Sunray Group of Hotels Inc. (“**Sunray**”) dated April 20, 2018 (the “**Asset Purchase Agreement**”) and vesting in Sunray Tarn Financial’s right, title and interest in and to the assets described in the Asset Purchase Agreement;
  - c. An Order (the “**Disputed Deposits Resolution Procedure Order**”), establishing a procedure for the resolution of disputed deposits asserted by Purchasers of proposed condominium units in the contemplated Development Project; and
  - d. An Order (the “**Termination Entitlement Order**”), ordering and declaring, among other things, that the Receiver is entitled to rely upon the Construction Financing Early Termination Condition to terminate the APSs on behalf of Tarn Construction and that the Receiver is authorized to give notice of termination to terminate the APSs at any time after the granting of the Termination Entitlement Order without damages claims arising thereunder.
14. On May 9, 2018, the Court rendered its endorsement granting the Approval and Vesting Order, the Disputed Deposits Resolution Procedure Order, and the Termination Entitlement Order.



15. The Liquidator issued its fourth report to the Court and the Receiver issued its second report to the Court on June 8, 2018 (collectively, the “**Fourth Report**”). As detailed in the Fourth Report, the Liquidator and Receiver brought a motion returnable on June 14, 2018 seeking an Order (the “**Deposit Return Procedure Order**”) establishing a procedure for the termination of Purchasers’ APSs and the return of Proven Deposits (as defined in the Disputed Deposits Resolution Procedure Order) to Purchasers of proposed condominium, units in the contemplated Development Project (the “**Deposit Return Procedure**”). The Deposit Return Procedure Order:
  - a. Enabled the Receiver to commence the Deposit Return Procedure in order to return Proven Deposits to Purchasers;
  - b. Enabled the Receiver to terminate Purchasers’ APSs in accordance with their terms, as set out in the Termination Entitlement Order, upon being satisfied with (i) an executed Release Agreement, and (ii) properly completed Certificate(s) of Identity attaching copies of two pieces of valid identification from each Purchaser named on the APS;
  - c. Confirmed that interest is not payable on the Proven Deposits pursuant to the *Condominium Act* and its regulations; and
  - d. Released and discharged the Receiver, the Liquidator, Tarn Construction, Tarn Financial, Bennett Jones, in its capacity as Deposit Trustee (the “**Deposit Trustee**”), The Guarantee Company of North America (“**The Guarantee Company**”) and Tarion Warranty Corporation (“**Tarion**”) from any Claims relating to the Deposits, including interest thereon.
16. On June 14, 2018, the Court granted the Deposit Return Procedure Order.
17. The Liquidator issued its fifth report to the Court and the Receiver issued its third report to the Court on July 20, 2018 (collectively, the “**Fifth Report**”). As detailed in the Fifth Report, the Liquidator and Receiver brought a motion returnable on July 26, 2018 seeking:
  - a. An Order (the “**First Distribution Order**”), subject to the Liquidator either entering into satisfactory reimbursement terms with the following secured creditors relating to potential priority claims or establishing a sufficient reserve to account for potential priority claims, authorizing and directing the Liquidator to make a distribution:

- (i) First to Meridian Credit Union (“**Meridian**”) to repay in full the indebtedness owed by Tarn Financial to Meridian, which was secured by first ranking security;
  - (ii) Second to Kingsett Mortgage Corporation (“**Kingsett**”) to repay in full the indebtedness owed by Tarn Financial to Kingsett, which was secured by second ranking security; and
  - (iii) Subject to establishing a reserve with The Guarantee Company and Tarion in accordance with the terms of the Deposit Return Procedure Order, third to repay in full the borrowings made by the Liquidator under the Borrowings Charge; and
- b. An Order (the “**Fees and Conduct Approval Order**”) approving:
- (i) The fees of the Liquidator and the Receiver and the Liquidator’s and the Receiver’s legal counsel from January 1, 2018 to April 30, 2018; and
  - (ii) The Third Report, the Fourth Report and the Fifth Report and the activities and conduct of the Liquidator and the Receiver as set out therein.
18. On July 26, 2018, the Court granted the First Distribution Order. A copy of the First Distribution Order is attached as **Appendix “C”** to this Eighth Report.
19. The Respondents, SAMM and Akman, requested that the Liquidator and the Receiver adjourn the motion seeking the Fees and Conduct Approval Order in order to provide SAMM and Akman additional time to review the fees and dockets of the Liquidator, the Receiver and their counsel. The motion was adjourned on consent.
20. On September 14, 2018, counsel for SAMM and Akman advised counsel for the Liquidator and the Receiver that they were not opposing the Fees and Conduct Approval Order. On October 1, 2018, the Court granted the Fees and Conduct Approval Order.
21. The Liquidator issued its sixth report to the Court and the Receiver issued its fourth report to the Court on October 31, 2018 (collectively, the “**Sixth Report**”). As detailed in the Sixth Report, the Liquidator brought a motion returnable on November 6, 2018 seeking an Order (the “**Second Distribution Order**”) authorizing and directing the Liquidator to

make a distribution to construction lien Claimants with valid construction liens in the amount of their Proven Claims as determined under the Tarn Financial Claims Process.

22. Returnable on the same date, the Applicants also brought a motion seeking an Order:
  - a. Declaring void and invalid and setting aside *ab initio*, the creation of certain Class B voting shares (the “**Class B Shares**”) and the issuance of the Class B Shares to Akman, and rectifying Tarn Financial’s Articles of Incorporation accordingly; and
  - b. Declaring void and setting aside certain guarantee, security and related agreements Akman caused Tarn Financial to enter into for the benefit of SAMM, which was at the time being relied upon by Akman and SAMM to support a secured claim against Tarn Financial.
23. On November 6, 2018, the Court granted the Second Distribution Order. A copy of the Second Distribution Order is attached as **Appendix “D”** to this Eighth Report. The Applicants’ motion was adjourned to November 26, 2018.
24. The Applicants and the Respondents resolved the Applicants’ motion and on November 23, 2018, the Court granted a Consent Order:
  - a. Declaring that, on consent, any and all charge/mortgages of land and security interests granted by Tarn Financial in favour of SAMM (the “**SAMM Security**”) are postponed and fully subordinated to the claims of the third-party unrelated creditors of Tarn Financial such that the Liquidator may effect a distribution to all such creditors without regards to, and free and clear of, the SAMM Security;
  - b. Ordering that the above declaratory relief is without prejudice to the position of the parties and in this regard, the validity of the SAMM Security as against the Applicants and the relative priority of the claims of the Applicants which will be determined at the same time as any dispute(s) with respect to the quantum of the claims being asserted against Tarn Financial by SAMM and the Applicants; and
  - c. Declaring that, on consent, the Class B Shares be and are hereby void *ab initio*, and accordingly, the Articles of Incorporation of Tarn Financial be and are hereby amended to remove the Class B Shares.

25. The Liquidator issued its seventh report to the Court and the Receiver issued its fifth report to the Court on April 9, 2019 (collectively, the “**Seventh Report**”). A copy of the Seventh Report, without exhibits, is attached as **Appendix “E”** to this Eighth Report. As detailed in the Seventh Report, the Liquidator brought a motion returnable on April 15, 2019 seeking:
- a. Advice and directions from the Court in accordance with paragraphs 27 and 35 of the Claims Procedure Order. The Liquidator sought directions from the Court regarding finally disallowing the Claims filed in the Tarn Financial Claims Process by condominium brokers (the “**Brokers**”) pursuant to Agreements to Cooperate between a Cooperating Brokerage and Tarn Construction in respect of sale commissions for unbuilt condominium units sold by Tarn Construction at the Development Project where such Claimants have objected to the Liquidator’s determination of their Claims and submitted a Notice of Objection in accordance with the Claims Procedure Order;
  - b. An Order (the “**Third Distribution Order**”) authorizing and directing the Liquidator to make a distribution to third-party unsecured Claimants up to the amount of their Proven Claims as determined under the Tarn Financial Claims Process;
  - c. An Order (the “**Tarion Cash Collateral Procedure Order**”) among other things:
    - (i) Directing the Liquidator to pay, within five business days of the granting of the Tarion Cash Collateral Procedure Order, the amount of \$600,000 to Tarion (the “**Tarion Cash Collateral**”), against which amount Tarion may make, and process payments in respect of, Tarion Cash Collateral Claims (as defined in the Tarion Cash Collateral Procedure Order);
    - (ii) Upon Tarion’s receipt of the Tarion Cash Collateral, directing the delivery to The Guarantee Company of the Tarion Bonds (as defined in the Tarion Cash Collateral Procedure Order) for immediate cancellation;
    - (iii) Declaring that the Receiver shall no longer be required to comply with the requirement under the Deposit Return Procedure Order to deliver a Statutory Declaration to Tarion and The Guarantee Company every two weeks;

- (iv) Authorizing the process through which Tarion is to report on and use the Tarion Cash Collateral to pay any Tarion Cash Collateral Claims; and
  - (v) Directing the Liquidator to make a distribution to The Guarantee Company in full and final satisfaction of all amounts owing by Tarn Financial to The Guarantee Company in accordance with the Claims Procedure Order; and
- d. An Order (the “**April 2019 Ancillary Order**”) among other relief;
- (i) Declaring that the Claims of the Brokers which have filed Notices of Objection in the Tarn Financial Claims Process are forever extinguished, barred, discharged and released as against Tarn Financial and the Liquidator;
  - (ii) Approving the fees of the Liquidator and the Receiver and the Liquidator’s and the Receiver’s legal counsel from May 1, 2018 to December 31, 2018; and
  - (iii) Approving the Sixth Report and the Seventh Report and the activities and conduct of the Liquidator and the Receiver as set out therein.
26. On April 15, 2019, the Court granted the Third Distribution Order, the Tarion Cash Collateral Procedure Order and the April 2019 Ancillary Order. A copy of the Third Distribution Order is attached as **Appendix “F”** to this Eighth Report.
27. On April 23, 2019, the Applicants served a motion returnable April 30, 2019 for an Order authorizing and directing the Liquidator to make an interim distribution to the Applicants in an amount equal to 85 percent of the amount of the Applicants’ claim as set out in the Sources and Uses Report (as defined below). The Applicants’ motion was initially opposed by the Respondents.
28. Thereafter, the Applicants and the Respondents agreed to an interim distribution in an amount equal to 75 percent of the shareholder loan claims in the amount of \$3,000,000 and \$6,000,000, for Kaan and BA&B, respectively, submitted by the Applicants in the Tarn Financial Claims Process and 75 percent of \$2,570,000 to SAMM (being the amount the parties agreed to base the distribution on and not the amount of the shareholder loan claim filed by SAMM).

29. Accordingly, on April 30, 2019, the Court granted an Order (the “**Fourth Distribution Order**”), authorizing and directing the Liquidator to make interim distributions to: (a) Kaan in the amount of \$2,250,000; (b) BA&B in the amount of \$4,500,000; and (c) SAMM in the amount of \$1,927,500. A copy of the Fourth Distribution Order is attached as **Appendix “G”** to this Eighth Report.
30. A trial to determine the disputed Non Arms-Length Claims (as defined in the Claims Procedure Order) was originally scheduled to be heard on June 3, 4 and 7, 2019. On April 30, 2019, those dates were vacated and the trial was scheduled for September 16, 17 and 18, 2019. Those dates were subsequently vacated at an attendance before Justice McEwen on July 12, 2019.
31. On January 29, 2020, a new trial date was set by Justice McEwen for October 5, 6 and 7, 2020 to determine the disputed Non Arms-Length Claims, which will be heard by His Honour (the “**Trial**”). A pre-trial conference before Justice Hainey is scheduled for August 25, 2020 and a trial management meeting before Justice McEwen is scheduled for September 15, 2020.
32. Capitalized terms not defined herein shall have the meanings set out in the Winding Up Order, the Claims Procedure Order, and the Deposit Return Procedure Order.

## **II. PURPOSE OF THIS EIGHTH REPORT**

33. The purpose of this Eighth Report is to update the Court with respect to:
  - a. The activities of the Liquidator and the Receiver since the Seventh Report, including, but not limited to:
    - (i) Activities relating to Tarn Financial;
    - (ii) Activities relating to Tarn Construction; and
    - (iii) Other activities in relation to the Winding Up Proceedings;
  - b. The Tarn Financial Claims Process;
  - c. The distributions made pursuant to the Third Distribution Order and the Fourth Distribution Order;

- d. The Liquidator's statement of receipts and disbursements since the date of its appointment up to and including March 6, 2020;
- e. The Receiver's statement of receipts and disbursements since the date of the Receivership Order up to and including March 6, 2020; and
- f. To provide the Court with the necessary information to support the granting of an Order (the "**Fifth Distribution Order**") substantially in the form contained at Tab 3 of the Motion Record dated March 9, 2020 (the "**Motion Record**"):
  - (i) Authorizing and directing the Liquidator to make a further five percent (5%) interim distribution to the Applicants and Respondents in respect of their Non Arms-Length Claims; and
  - (ii) Approving the Eighth Report and the activities and conduct of the Liquidator and the Receiver as set out therein.

- 34. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.
- 35. The information contained in this Eighth Report has been obtained from the books and records and other information of Tarn Financial or Tarn Construction. The accuracy and completeness of the financial information contained herein has not been audited or otherwise verified by the Liquidator or the Receiver, and the Liquidator and the Receiver do not express an opinion or provide any other form of assurance with respect to the information presented herein or relied upon by the Liquidator or the Receiver in preparing this Eighth Report.
- 36. Future oriented financial information reported or relied on in preparing this Eighth Report is based on assumptions regarding future events; actual results may vary from forecast and such variations may be material.

### **III. ACTIVITIES OF THE LIQUIDATOR AND THE RECEIVER SINCE THE SEVENTH REPORT**

#### **Activities Relating to Tarn Financial**

- 37. The Liquidator has:

- a. Continued to prepare bank reconciliations;
- b. Continued to coordinate all filings and payments of harmonized sales tax (“**HST**”) and other required statutory remittances, as required;
- c. Continued to administer the Tarn Financial Claims Process, the details of which are described below, including reviewing the Claims with the assistance of its counsel, Miller Thomson;
- d. With the assistance of Richter LLP (“**Richter**”), finalized the 2017 financial statements and corporate tax return;
- e. Coordinated the preparation of the 2018 financial statements required in conjunction with filing the 2018 corporate tax return and continued to work with Richter in respect of its review engagement of the 2018 financial statements, as described below;
- f. Made payment to the Canada Revenue Agency (“**CRA**”) of non-resident withholding tax payable as at February 28, 2019. The amount paid by the Liquidator relates to penalties and interest on non-resident withholding taxes that had not been paid by Tarn Financial at the time of the Liquidator’s appointment and were subsequently paid by the Liquidator;
- g. Made payment to Tarion in accordance with the Tarion Cash Collateral Procedure Order;
- h. Made certain payments to The Guarantee Company in accordance with the Tarion Cash Collateral Procedure Order;
- i. Held numerous discussions with the Applicants’ counsel and the Respondents’ counsel regarding the Liquidator’s review of what monies were transferred in or out of Tarn Financial, as described below;
- j. Had discussions with Claimants regarding their Claims and settled Disputed Claims; and
- k. Made the distributions pursuant to the Third Distribution Order and the Fourth Distribution Order.



*Financials Statements and Corporate Tax Returns*

38. Since the date of the Seventh Report, Richter has completed its review engagement of the 2017 financial statements and prepared and filed the 2017 corporate tax return for Tarn Financial on the Liquidator's behalf on February 13, 2020. The Liquidator is awaiting the Notice of Assessment from the CRA in respect of the 2017 corporate tax return.
39. As set out in the Seventh Report, the Liquidator has continued to work with Richter on considering tax minimization strategies. In that regard, at the Liquidator's request, Richter performed an analysis with respect to the deductibility of certain professional fees for tax purposes, which has had favourable results. The filed 2017 corporate tax return took into account these applicable deductions.
40. Richter has prepared a draft of Tarn Financial's 2018 corporate tax return. The tax return will be finalized once the 2018 financial statements are in final form, as those financial statements will have to be filed with CRA in support of the tax return.
41. As discussed in the Seventh Report, the Liquidator has retained the services of the former controller of Tarn Financial on a part-time contract basis in order to complete the 2018 financial statements. As of the date of the Eighth Report, the 2018 internal financial statements for the full fiscal year have been prepared. Richter has almost completed its review engagement in respect of those financial statements. The review engagement has taken longer than anticipated as the former controller's full-time position has taken up more of his time than initially anticipated. The Liquidator anticipates that Richter will complete work on the 2018 review engagement within the next 30 days and at that point will be able to finalize the 2018 corporate tax return.
42. The 2018 corporate tax return will also reflect the professional fee deductions determined favourably as set out above and include the calculation of capital gains tax payable on the Transaction, which was discussed in the Seventh Report.

*Report on Tarn Financial's Sources and Uses of Monies*

43. As discussed in the Seventh Report, the Liquidator prepared a Draft Report of the Liquidator dated August 31, 2018 re: Analysis of Sources and Uses of Monies during the period July 7, 2014 to September 30, 2017 (the "**Draft Sources and Uses Report**") and

provided a copy of the Draft Sources and Uses Report to the Applicants and Respondents on August 31, 2018 to allow the Applicants and Respondents the opportunity to review the Draft Sources and Uses Report and provide any additional information that any of them believe pertinent to the analysis.

44. As discussed in the Seventh Report, the Liquidator received additional information from both the Applicants' counsel and the Respondents' counsel and made certain amendments to the Draft Sources and Uses Report before issuing its final report.
45. On February 19, 2019, the Liquidator issued its final report dated February 19, 2019 re: Analysis of Sources and Uses of Monies during the period July 7, 2014 to September 30, 2017 (the "**Sources and Uses Report**") to the Applicants and the Respondents.
46. The Sources and Uses Report identified approximately \$900,000 of disbursements as being made to unknown persons or entities (the "**Unknown Disbursements**"). As described in the Sources and Uses Report, the Unknown Disbursements were classified as such because either: (a) the disbursements were under the \$15,000 threshold established within the scope of the report or (b) the Liquidator was unable to identify a corroborating piece of evidence in Tarn Financial's general ledger and/or did not have sufficient details to identify the payee to whom the disbursement was made.
47. Since finalizing the Sources and Uses Report, the Liquidator has had numerous discussions with the Applicants' counsel and the Respondents' counsel and has provided assistance to both parties in their review of the Sources and Uses Report.
48. The Respondents retained PricewaterhouseCoopers LLP ("**PWC**") as their expert to prepare a responding report (the "**PWC Report**") to the Sources and Uses Report. The Liquidator received various questions from the Respondents' counsel and PWC relating to the Sources and Uses Report, and provided excerpts of the Sources and Uses Report and/or additional context as necessary to respond to these questions. As part of completing the PWC Report, the Respondents' counsel requested access to the hard copy accounting records that were sold to Sunray as part of the Transaction that closed on June 29, 2018. On October 24, 2019, the Liquidator attended the Hotel premises with PWC in order to review accounting records located at the Hotel and to determine if that would assist in identifying the Unknown Disbursements.

49. On January 17, 2020, PWC delivered the PWC Report. The Liquidator reviewed the PWC Report and determined that the Liquidator did not need to file a reply report.

#### **Activities in Relation to Tarn Construction**

50. The Liquidator and the Receiver have continued to do the following in respect of Tarn Construction:
- a. Undertake the Deposit Return Procedure, the details of which are described below, including reviewing the Certificates of Identity and Release Agreements provided by Purchasers in respect of their Proven Deposits and following up with Purchasers who have not yet provided the required documentation and/or have not yet cashed their cheque in respect of their Proven Deposit; and,
  - b. Respond to inquiries from creditors of Tarn Construction regarding the Tarn Financial Claims Process.

#### **Other Activities in Relation to the Winding Up Proceedings**

51. The Liquidator and the Receiver, with the assistance of their counsel, have also undertaken the following in relation to the Winding Up Proceedings:
- a. Had regular discussions with the shareholders' counsel regarding the Winding Up Proceedings and responded to inquiries from the shareholders regarding same;
  - b. Responded to inquiries from other stakeholders regarding the Winding Up Proceedings;
  - c. Posted materials relating to the Winding Up Proceedings on its website ([www.kpmg.com/ca/tarn](http://www.kpmg.com/ca/tarn));
  - d. Maintained a telephone hotline at (416) 649-7623 or (1-855) 222-8083 and email address at [tarn@kpmg.ca](mailto:tarn@kpmg.ca) for inquiries regarding the Winding Up Proceedings;
  - e. Attended Court on April 5, 2019, April 30, 2019 and June 3, 2019, July 12, 2019, August 26, 2019, January 7, 2020 and January 29, 2020; and
  - f. Prepared and delivered the Eighth Report.

#### **IV. THE CLAMS PROCESS**

##### **Late Claims**

52. As set out in the Seventh Report, the Liquidator received two late filed Claims in the amounts of \$13,427.01 and \$248.50, respectively (the “**Late Claims**”). Since the date of the Seventh Report, the Liquidator has reviewed and made a determination in respect of the Late Claims.
53. After requesting additional information from the Claimants without satisfactory response, the Liquidator issued a Notice of Determination of Claim in respect of both Late Claims (one on February 13, 2020 (“**Late Claim 1**”) and the other on March 5, 2020 (“**Late Claim 2**”)), thereby disallowing each of the Late Claims on the basis that that the Claimant’s Proof of Claim filed does not contain any supporting documentation that identifies Tarn Financial as being the entity liable for the amount claimed.
54. In respect of the Notice of Disallowance issued on account of Late Claim 1, the Liquidator did not receive a Notice of Objection from this Claimant within the 14-day time period prescribed by the Claims Procedure Order. Accordingly, pursuant to section 26 of the Claims Procedure Order, this Claimant is deemed to have agreed with the Liquidator’s disallowance under the Notice of Determination of Claim, and the Claim is forever extinguished, barred, discharged and released as against Tarn Financial and the Liquidator.
55. In respect of the Notice of Disallowance issued on account of Late Claim 2, the 14-day time period prescribed by the Claims Procedure Order expires on March 19, 2020. To date, the Liquidator has not received a Notice of Objection from this Claimant.

##### **Unsecured Claims**

56. As set out in the Seventh Report, as at the date of the Seventh Report, the Liquidator had completed its review and determination of the unsecured Claims and has issued Notices of Determination of Claim to all Claimants, except in respect of the Late Claims, as follows:

| <b>Unsecured Claims</b> | <b>Determination</b> |
|-------------------------|----------------------|
| Allowed                 | 2,521,086.26         |
| Late filed              | 13,675.51            |
| In dispute              | 1,003,956.69         |
| Disallowed              | 6,451,529.06         |
| Withdrawn               | 9,176.00             |
| <b>Total</b>            | <b>9,999,423.52</b>  |

57. The Claims in dispute were comprised of 22 Notices of Objection (relating to 20 Broker Claims and 2 non-Broker Claims) from Claimants in response to the Notices of Determination of Claim.
58. The Liquidator in its Seventh Report set out its view that it was appropriate to disallow the 20 Broker Claims as the amounts owing were an obligation of Tarn Construction, and not Tarn Financial.
59. As a result, the Court ordered in the April 2019 Ancillary Order that “the Claims of Brokers, which have filed Notices of Objections in the Tarn Financial Claims Process, are forever extinguished, bared, discharged and released as against Tarn Financial and the Liquidator.”
60. Since the date of the Seventh Report, in accordance with section 27 of the Claims Procedure Order, the Liquidator has settled the disputes in respect of the 2 remaining Notices of Objection. The Liquidator issued Revised Notices of Determination of Claim to each of these Claimants, which memorialize the terms of settlement.
61. With the exception of Late Claim 2, the Liquidator has fully completed the Tarn Financial Claims Process.

#### **Non Arms-Length Claims**

62. The Non Arms-Length Claimants filed the following claims in the Tarn Financial Claims Process:
  - a. Kaan filed one claim in the amount of \$3,000,000 for shareholder loans;
  - b. BA&B filed one claim in the amount of \$6,000,000 for shareholder loans; and
  - c. SAMM filed four claims in the following amounts:
    - (i) \$4,332,118.90 for shareholder loans (the “**SAMM Shareholder Loan Claim**”);

- (ii) \$708,870.50 for an operational cash flow advance;
- (iii) \$1,010,974.95 for management fee receivables; and
- (iv) \$6,910,000.00 for development charge receivables (collectively, the “SMM Non Arms-Length Claims”).

63. Since filing the SMM Non Arms-Length Claims, the Respondents’ counsel has advised that the claims being asserted by SMM total \$16.3 million in aggregate; however, revised Proofs of Claim have not been submitted. The distributions and reserves for SMM’s claims have been determined by the Liquidator based on the \$16.3 million amount now being asserted.
64. Pursuant to paragraphs 29 and 30 of the Claims Procedure Order, the Non Arms-Length Claims will not be determined by the Liquidator. The Applicants claims have not been disputed by the Respondents. The SMM Non Arms-Length Claims have been disputed by the Applicants and the Trial has been scheduled for October 2020 to determine the SMM Non Arms-Length Claims.

## **V. THE DEPOSIT RETURN PROCEDURE**

65. As set out in the Seventh Report, the Receiver terminated 626 APSs. To date the Receiver has returned, either in person or via regular mail, 625 Proven Deposits totaling \$29,711,044 pursuant to Deposit Return Procedure Order.
66. As of the date of this Eighth Report, the Receiver only has one Proven Deposit remaining to be distributed in the total amount of \$40,500. The Liquidator has recently been in contact with the party to whom the Proven Deposit belongs and expects to receive the necessary documentation to return the Proven Deposit in the next few weeks.

## **VI. DISTRIBUTIONS TO DATE**

### **First Distribution Order and Second Distribution Order**

67. As set out in the Seventh Report, pursuant to the First Distribution Order and the Second Distribution Order the Liquidator has distributed funds to settle: (a) the secured Claims of Meridian, Kingsett, and the lenders under the Borrowings Charge; and (b) the Claims of

Claimants with validly registered and perfected construction liens against the Real Property, in the aggregate amounts of \$23,588,884.57 and \$2,549,680.89, respectively.

### **Third Distribution Order**

68. On April 15, 2019, the Court granted the Third Distribution Order which authorized and directed the Liquidator to make distributions to unsecured Claimants with Proven Claims up to the full amount of their Proven Claims as determined by the Liquidator under the Tarn Financial Claims Process.
69. As set out in the Seventh Report, after reserving certain amounts in respect of potential priority claims of CRA, the secured Claim of The Guarantee Company and the then amount of the Tarnion Bonds, and the Liquidator's Charge, and after fully reserving for disputed Claims and the Non-Arm's Length Claims, the Liquidator determined that it was able to make an initial distribution to unsecured Claimants with valid unsecured Claims in the amount of 85 cents on the dollar against their Proven Claims as determined under the Tarn Financial Claims Process.
70. Following the granting of the Third Distribution Order, the Liquidator made distributions to unsecured Claimants in the amount of 85 cents on the dollar as against their Proven Claims, in the total amount of \$2,142,923.
71. At the time when distributions were made pursuant to the Third Distribution Order, the Liquidator reserved the remaining 15% of the amount of valid unsecured third-party Claims received by the Liquidator in the Tarn Financial Claims Process. The Liquidator also fully reserved for the two non-Broker Disputed Claims and the Late Claims. The Liquidator has now settled the two non-Broker Disputed Claims and disallowed the Late Claims for the reasons set out above.
72. Having completed the Tarn Financial Claims Process, the Liquidator intends to make a final distribution to valid unsecured third-party Claimants, which will be the remaining 15% of the amount of their Proven Claims for all except the two non-Broker Disputed Claims that have since been settled, which will receive 100% of the settled Proven Claims.
73. The Liquidator continues to reserve funds for the potential priority claims of CRA, the secured claim of The Guarantee Company, the Liquidator's Charge and the disputed Non

Arms-Length Claims (in the amount of 75% being the amount distributed under the Fourth Distribution Order). Based on the amounts currently being held by the Liquidator, the Liquidator has determined that it can make a final distribution to third-party unsecured Claimants with valid unsecured Claims.

#### **Fourth Distribution Order**

74. The Fourth Distribution Order authorized distributions to the Non Arms-Length Claimants. As set out above, the Fourth Distribution Order was granted on consent.
75. Prior to the parties consenting to the Fourth Distribution Order, the Applicants filed a legal brief dated April 25, 2019 wherein they confirm that they do not take issue with the fact that SAMM made an initial advance of \$4.3 million to Tarn Financial, however they dispute that SAMM is entitled to repayment of the entire amount based on: (a) the finding made by Justice Lederman; and (b) the information contained in the Sources and Uses Report with respect to the funds paid into and out of Tarn Financial by SAMM, Akman and his related persons and entities.
76. In particular, the Sources and Uses Report determined that the parties related to the Respondents paid \$11.74 million into Tarn Financial including SAMM's initial shareholder advance and received \$9.17 million out of Tarn Financial.
77. At the time of the Fourth Distribution Order, the Applicants and Respondents agreed that the Non Arms-Length Claims eligible to receive an initial distribution of 75% were as follows: (a) Kaan in the amount of \$3,000,000; (b) BA&B in the amount of \$6,000,000; and (c) SAMM in the amount of \$2,570,000 (each an "**Eligible Shareholder Loan Claim**").
78. The Liquidator understands that the Eligible Shareholder Loan Claim amount of \$2,570,000 was an amount the parties could agree upon at the time as a basis for an interim distribution to SAMM. This amount was calculated by the Applicants as being the net advances to Tarn Financial of the Respondents and related parties based on the Applicants' review of the Sources and Uses Report (i.e. \$11,740,000 minus \$9,170,000 = \$2,570,000).
79. On April 30, 2019, the Court granted the Fourth Distribution Order, which authorized and directed the Liquidator to make interim distributions to: (a) Kaan in the amount of



\$2,250,000; (b) BA&B in the amount of \$4,500,000; and (c) SAMM in the amount of \$1,927,500 (equaling a 75% distribution of the Eligible Shareholder Loan Claims).

80. In accordance with the Fourth Distribution Order, the Liquidator made an interim distribution to the Non Arms-Length Claimants in the total amount of \$8,677,500, representing 75% of the Eligible Shareholder Loan Claims of the Non Arms-Length Claimants.

## **VII. FIFTH DISTRIBUTION ORDER SOUGHT**

81. As noted above, the Liquidator has now completed its review and determination of all of the Claims filed in the Tarn Financial Claims Process other than the Non Arms-Length Claims that are the subject of the Trial in October 2020. The Liquidator has made distributions pursuant to the First Distribution Order, the Second Distribution Order, the Third Distribution Order and the Fourth Distribution Order.

### **Distribution to the Non Arms-Length Claimants**

82. Pursuant to the Tarn Financial Claims Process, the Liquidator received Claims from the Non Arms-Length Claimants.
83. As noted above, at the time of the Fourth Distribution Order, the parties agreed on the amounts of the Eligible Shareholder Loan Claims of the Non Arms-Length Claimants that would be subject to a distribution.
84. At the time of making the distributions pursuant to the Fourth Distribution Order, the Liquidator reserved amounts in respect of the remaining balance of the Non Arms-Length Claims after accounting for the interim distribution to the Applicants and the Respondents. Included in the reserved amounts was 100% of a \$4 million secured claim being asserted by SAMM at the time.
85. In the summer of 2019, the Respondents' counsel advised that SAMM was no longer pursuing a \$4 million secured claim as part of its Non Arms-Length Claims. As a result of this change, the Liquidator had available funds for a further distribution in respect of the Non Arms-Length Claims.
86. After reserving funds for the potential priority claims of CRA, the secured claim of The Guarantee Company and the Liquidator's Charge, and fully reserving for the payment in

full of valid unsecured third-party claims, the Liquidator determined that it can make a further interim distribution to the Non Arms-Length Claimants in the amount of five percent (5%). As a result, the Liquidator circulated to the Applicants and Respondents a Distribution Analysis as of August 31, 2019 showing the potential additional distribution (the “**August 2019 Distribution Analysis**”).

87. In particular, after accounting for the reserves and for full distribution to unsecured third-party Claimants, the Liquidator has approximately \$1,265,000 available for the proposed distribution to the Non Arms-Length Claimants. The August 2019 Distribution Analysis showed a five percent (5%) distribution based on the Eligible Shareholder Loan Claims of the Non Arms-Length Claimants that would be paid and a reserve of five percent (5%) being established for the remaining disputed SAMM Non Arms-Length Claims as follows:
- a. \$150,000 to Kaan, representing 5% of its Eligible Shareholder Loan Claim in the amount of \$3,000,000;
  - b. \$300,000 to BA&B, representing 5% of its Eligible Shareholder Loan Claim in the amount of \$6,000,000;
  - c. \$128,500 to SAMM, representing 5% of its Eligible Shareholder Loan Claim in the amount of \$2,570,000; and
  - d. A reserve of \$686,500 in respect of the remaining disputed SAMM Non Arms-Length Claims of \$13,730,000.

A copy of the August 2019 Distribution Analysis along with a breakdown of the payments of the Non Arms-Length Claims is attached as **Appendix “H”** to this Eighth Report.

88. Subsequent to circulating the August 2019 Distribution Analysis, the Liquidator answered a number of questions and provided further information to the Respondents to assist in their understanding of how releasing a \$4 million secured claim allowed for further funds to be available for distribution to the Non Arms-Length Claimants.
89. Notwithstanding the information being provided, the Respondents would not agree to a further interim distribution for a several months. After being asked by the Applicants what their position was in respect of the proposed interim distribution on a number of occasions, on January 28, 2020, counsel for the Respondents advised that his clients were agreeable

to an interim distribution based on paragraph 17 of the PWC Report, which would in their view result in a distribution to SAMM based on \$3,152,894 for its Eligible Shareholder Loan Claim rather than the previously agreed amount of \$2,570,000. A copy of the letter from the Respondents' counsel on January 28, 2020 is attached as **Appendix "I"** to this Eighth Report.

90. The Liquidator initially could not determine how the proposed new amount for the Eligible Shareholder Loan Claim of SAMM was calculated based on the information set out in the PWC Report and requested clarity from the Respondents' counsel. Attached as **Appendix "J"** to this Eighth Report is an email from the Respondents' counsel on March 5, 2020 providing an explanation to the calculation.
91. The Liquidator notes that it has not spent time tying out all of the numbers in the PWC Report as this will be the subject matter of the Trial. Therefore, the Liquidator cannot address the accuracy of the statements or conclusions in the PWC Report at this time. Immediately upon receiving the email attached as Appendix "J", the Applicants' counsel responded and advised that the findings in the PWC Report are being disputed and providing its view that until there is a finding that the findings in the PWC Report are accurate, the Sources and Uses Report should form the basis for any interim distribution. Attached as **Appendix "K"** to this Eighth Report is the email from the Applicants' counsel on March 5, 2020 setting out its position.
92. As a result of the position asserted by the Respondents, and to assist the Court in understanding the differences between the two proposed interim distributions, the Liquidator prepared an alternative distribution analysis, making no changes other than updating the amount of the Eligible Shareholder Loan Claim for SAMM from \$2,570,000 to \$3,152,894 (the "**Alternative Distribution Analysis**"). The resulting distribution would be as follows:
  - a. \$150,000 to Kaan, representing 5% of its Eligible Shareholder Loan Claim in the amount of \$3,000,000;
  - b. \$300,000 to BA&B, representing 5% of its Eligible Shareholder Loan Claim in the amount of \$6,000,000;

- c. \$157,645 to SAMM, representing 5% of its Eligible Shareholder Loan Claim in the amount of \$3,152,894;
- d. \$437,171 to SAMM, representing 75% of the delta between the original Eligible Shareholder Claim amount of \$2,570,000 and the proposed Eligible Shareholder Claim amount of \$3,152,894, which amount was reserved when the fourth distribution was made; and
- e. A reserve of \$657,355 in respect of the remaining disputed SAMM Non Arms-Length Claims of \$13,147,106.

A copy of the Alternative Distribution Analysis along with a breakdown of the payments of the Non Arms-Length Claims is attached as **Appendix “L”** to this Eighth Report.

93. For ease of reference, a Chart summarizing the proposed and prior distributions is set out below:

| Claimant                        | Status             | Claim             | Additional Distribution / Reserve % | Proposed Distribution and/or Reserve (5%) | Already Distributed and/or Reserved (75%) | Remaining Claim  | Total             |
|---------------------------------|--------------------|-------------------|-------------------------------------|---|---|------------------|-------------------|
| <b>Proposed Distribution</b>    |                    |                   |                                     |   |   |                  |                   |
| BA&B Capital Inc.               |                    | 6,000,000         | 5.0%                                | 300,000                                   | 4,500,000                                 | 1,200,000        | 6,000,000         |
| KAAN Holdings Inc.              |                    | 3,000,000         | 5.0%                                | 150,000                                   | 2,250,000                                 | 600,000          | 3,000,000         |
| SAMM Capital Holdings Inc.      |                    | 2,570,000         | 5.0%                                | 128,500                                   | 1,927,500                                 | 514,000          | 2,570,000         |
| Sub-total                       |                    | 11,570,000        |                                     | 578,500                                   | 8,677,500                                 | 2,314,000        | <b>11,570,000</b> |
| <b>Reserves</b>                 |                    |                   |                                     |   |   |                  |                   |
| BA&B Capital Inc.               |                    | -                 | 5.0%                                | -   | -   | -                | -                 |
| KAAN Holdings Inc.              |                    | -                 | 5.0%                                | -   | -   | -                | -                 |
| SAMM Capital Holdings Inc.      | Disputed           | 1,762,119         | 5.0%                                | 88,106                                    | 1,321,589                                 | 352,424          | 1,762,119         |
| SAMM Capital Holdings Inc.      | Disputed           | 11,967,881        | 5.0%                                | 598,394                                   | 8,975,911                                 | 2,393,576        | 11,967,881        |
| Sub-total                       |                    | 13,730,000        |                                     | 686,500                                   | 10,297,500                                | 2,746,000        | <b>13,730,000</b> |
| <b>Total</b>                    |                    | <b>25,300,000</b> |                                     | <b>1,265,000</b>                          | <b>18,975,000</b>                         | <b>5,060,000</b> | <b>25,300,000</b> |
| <b>Alternative Distribution</b> |                    |                   |                                     |   |   |                  |                   |
| BA&B Capital Inc.               |                    | 6,000,000         | 5.0%                                | 300,000                                   | 4,500,000                                 | 1,200,000        | 6,000,000         |
| KAAN Holdings Inc.              |                    | 3,000,000         | 5.0%                                | 150,000                                   | 2,250,000                                 | 600,000          | 3,000,000         |
| SAMM Capital Holdings Inc.      |                    | 2,570,000         | 5.0%                                | 128,500                                   | 1,927,500                                 | 514,000          | 2,570,000         |
| SAMM Capital Holdings Inc.      | Currently reserved | 582,894           | 5.0%                                | 29,145                                    | 437,171                                   | 116,579          | 582,894           |
| Sub-total                       |                    | 12,152,894        |                                     | 607,645                                   | 9,114,671                                 | 2,430,579        | <b>12,152,894</b> |
| <b>Reserves</b>                 |                    |                   |                                     |   |   |                  |                   |
| BA&B Capital Inc.               |                    | -                 | 5.0%                                | -   | -   | -                | -                 |
| KAAN Holdings Inc.              |                    | -                 | 5.0%                                | -   | -   | -                | -                 |
| SAMM Capital Holdings Inc.      | Disputed           | 1,179,225         | 5.0%                                | 58,961                                    | 884,419                                   | 235,845          | 1,179,225         |
| SAMM Capital Holdings Inc.      | Disputed           | 11,967,881        | 5.0%                                | 598,394                                   | 8,975,911                                 | 2,393,576        | 11,967,881        |
| Sub-total                       |                    | 13,147,106        |                                     | 657,355                                   | 9,860,330                                 | 2,629,421        | <b>13,147,106</b> |
| <b>Total</b>                    |                    | <b>25,300,000</b> |                                     | <b>1,265,000</b>                          | <b>18,975,000</b>                         | <b>5,060,000</b> | <b>25,300,000</b> |

94. The Liquidator is of the view that an interim distribution should be made to the Non Arms-Length Claimants. The Claims of the Applicants are not in dispute and the proposed distribution is the same in both distribution scenarios. There is no reason not to allow a distribution to be made to the Applicants as long as proper reserves are established for the Respondents' disputed claims.
95. The only issue in dispute between the parties is what the amount of SAMM's Eligible Shareholder Claim should be for an interim distribution prior to the determination of SAMM's disputed Non Arms-Length Claims at the Trial. The Liquidator has not "scrubbed" the numbers set out in the PWC Report and given that the Applicants are disputing the numbers, the Liquidator does not believe it is a good use of resources to do so at this time.

#### **VIII. LIQUIDATOR'S STATEMENT OF RECEIPTS AND DISBURSEMENTS**

96. The Liquidator reported on the total receipts and disbursements from the date of the Liquidator's appointment to April 9, 2019 in the Seventh Report.
97. The following table provides a summary of the total receipts and disbursements from the date of the Liquidator's appointment to March 6, 2020 (the "**R&D Period**"):

| <b>Statement of Receipts and Disbursements</b>             |  |  |  |
|--|--|--|--|
| <b>For the period September 25, 2017 to March 06, 2020</b> |  |  |  |
| <b>(in CAD)</b>  |  |  |  |
|  | <b>Sep 25, 2017 to<br/>Apr 9, 2019</b> | <b>Apr 10, 2019 to<br/>Mar 6, 2020</b> | <b>Sep 25, 2017 to<br/>Mar 6, 2020</b> |
| <b>Receipts</b>  |  |  |  |
| Operating receipts   | 18,292,949                             | 405,584                                | 18,698,533                             |
| Liquidator's Borrowings                                    | 2,977,805                              | -                                      | 2,977,805                              |
| Collected on behalf of Sunray Hotels Inc.                  | 203,249                                | -                                      | 203,249                                |
| Net sale proceeds  | 59,303,653                             | -                                      | 59,303,653                             |
| <b>Total receipts</b>                                      | <b>80,777,655</b>                      | <b>405,584</b>                         | <b>81,183,239</b>                      |
| <b>Disbursements</b>                                       |  |  |  |
| Operating disbursements                                    | 3,922,342                              | 158,898                                | 4,081,240                              |
| Salaries and wages   | 6,269,111                              | -                                      | 6,269,111                              |
| Taxes  | 4,964,091                              | 12,722                                 | 4,976,814                              |
| Accounting and tax costs                                   | 254,970                                | -                                      | 254,970                                |
| Insurance  | 260,709                                | -                                      | 260,709                                |
| Utilities  | 1,050,494                              | -                                      | 1,050,494                              |
| Marriott fee   | 1,481,145                              | -                                      | 1,481,145                              |
| Critical Maintenance                                       | 368,046                                | -                                      | 368,046                                |
| Collected on behalf of Sunray Hotels Inc.                  | 203,249                                | -                                      | 203,249                                |
| <b>Total operating disbursements</b>                       | <b>18,774,158</b>                      | <b>171,621</b>                         | <b>18,945,779</b>                      |
| <b>Operating cash flow</b>                                 | <b>62,003,497</b>                      | <b>233,963</b>                         | <b>62,237,460</b>                      |
| <b>Loan Facilities and Professional Fees</b>               |  |  |  |
| Secured lenders - Principal and Interest                   | 1,957,768                              | -                                      | 1,957,768                              |
| Sales Commission   | 847,500                                | -                                      | 847,500                                |
| Professional fees  | 4,564,763                              | 174,054                                | 4,738,817                              |
| <b>Non-operating disbursements</b>                         | <b>7,370,032</b>                       | <b>174,054</b>                         | <b>7,544,085</b>                       |
| <b>Distributions</b>                                       |  |  |  |
| Meridian Credit Union                                      | 17,494,362                             | -                                      | 17,494,362                             |
| Kingsett Mortgage Corporation                              | 6,094,523                              | -                                      | 6,094,523                              |
| Liquidator's Borrowing Charge                              | 3,179,364                              | -                                      | 3,179,364                              |
| Lien Claimants   | 2,549,681                              | -                                      | 2,549,681                              |
| Tarion Warranty Corporation                                | -                                      | 600,000                                | 600,000                                |
| Unsecured Creditors  | -                                      | 2,142,923                              | 2,142,923                              |
| Shareholders in respect of loans                           | -                                      | 8,677,500                              | 8,677,500                              |
| <b>Total distributions</b>                                 | <b>29,317,929</b>                      | <b>11,420,423</b>                      | <b>40,738,353</b>                      |
| Opening book balance                                       | (70,185)                               | 25,245,351                             | (70,185)                               |
| <b>Net cash flow</b>                                       | <b>25,315,536</b>                      | <b>(11,360,514)</b>                    | <b>13,955,022</b>                      |
| <b>Closing book balance</b>                                | <b>25,245,351</b>                      | <b>13,884,837</b>                      | <b>13,884,837</b>                      |

98. Receipts during the R&D Period were \$81,183,239 and consist of: (a) guest room, food and beverage, parking-related revenues and interest earned on invested funds of \$13,468,963; (b) funding of \$2,977,805 under the Borrowings Charge; (c) net sale proceeds of \$59,303,653; and (d) amounts collected on behalf of Sunray after the Closing Date of \$203,249.
99. Disbursements during the R&D Period were \$67,228,217 and include: (a) salaries and wages in the amount of \$6,269,111; (b) operating expenses of \$4,081,240; (c) HST and other tax payments, including the capital gains taxes payable on the Transaction, in the amount of \$4,976,814; (d) principal and interest payments to secured creditors of \$1,957,768; (e) professional fees and disbursements inclusive of HST of \$4,738,817 which consists of the professional fees of the Liquidator and the Receiver, their independent legal counsel, Miller Thomson, and Bennett Jones; (f) distributions pursuant to the First Distribution Order in the amount of \$26,768,248; (g) distributions pursuant to the Second Distribution Order in the amount of \$2,549,681; (h) distributions pursuant to the Third

Distribution Order in the amount of \$2,142,923; (i) distributions pursuant to the Taron Cash Collateral Procedure Order in the amount of \$600,000; and (j) distributions pursuant to the Fourth Distribution Order in the amount of \$8,677,500.

**IX. RECEIVER’S STATEMENT OF RECEIPTS AND DISBURSEMENTS**

100. The Receiver reported on the total receipts and disbursements from the date of the Receivership Order to April 9, 2019 in the Seventh Report.

101. The following table provides a summary of the total receipts and disbursements from the date of the appointment of the Receiver on April 13, 2018 to March 6, 2020 in the Receiver’s trust account (the “Receiver’s R&D Period”).

| <b>Statement of Receipts and Disbursements</b>         |  |  |  |
|--|--|--|--|
| <b>For the period April 13, 2018 to March 06, 2020</b> |  |  |  |
| <b>(in CAD)</b>  |  |  |  |
|  | <b>Sep 25, 2017 to<br/>Apr 9, 2019</b> | <b>Apr 10, 2019 to<br/>Mar 6, 2020</b> | <b>Sep 25, 2017 to<br/>Mar 6, 2020</b> |
| <b>Receipts</b>  |  |  |  |
| Deposit funds received and held in trust               | 30,094,631                             | -                                      | 30,094,631                             |
| Interest   | 58,649                                 | 1,345                                  | 59,994                                 |
| <b>Total receipts</b>                                  | <b>30,153,280</b>                      | <b>1,345</b>                           | <b>30,154,625</b>                      |
| <b>Disbursements</b>                                   |  |  |  |
| Proven Deposits returned to Purchasers                 | 29,706,044                             | 5,000                                  | 29,711,044                             |
| Professional fees                                      | 395,000                                | -                                      | 395,000                                |
| Bank charges   | 625                                    | 3                                      | 628                                    |
| <b>Total disbursements</b>                             | <b>30,101,669</b>                      | <b>5,003</b>                           | <b>30,106,672</b>                      |
| Opening book balance                                   | -                                      | 51,611                                 | -                                      |
| <b>Net cash flow</b>                                   | <b>51,611</b>                          | <b>(3,658)</b>                         | <b>47,953</b>                          |
| <b>Ending book balance</b>                             | <b>51,611</b>                          | <b>47,953</b>                          | <b>47,953</b>                          |

102. Receipts during the Receiver’s R&D Period were \$30,154,625 and consist of (a) Deposit Funds of \$30,094,631 from the Deposit Trustee and (b) interest of \$59,994 earned since the Deposit Funds were deposited into the Receiver’s trust account on June 18, 2018.

103. Disbursements during the Receiver’s R&D Period were \$30,106,672 and consist of (a) payments to Purchasers of their Proven Deposits pursuant to the Deposit Return Procedure of \$29,711,044, (b) professional fees and disbursements inclusive of HST of \$395,000, which consists of the professional fees of the Receiver and their independent legal counsel, Miller Thomson, and (c) bank charges of \$628.

**X. CONCLUSION**

104. The Liquidator and the Receiver submit this Eighth Report to the Court in support of the Liquidator’s and the Receiver’s Motion and recommends that the Court grant an Order:

- a. Authorizing and directing the Liquidator to make a further five percent (5%) interim distribution to the Applicants and Respondents in respect of their Eligible Shareholder Loan Claims and reserving for the disputed Non Arms-Length Claims; and
- b. Approving the Eighth Report and the activities and conduct of the Liquidator and the Receiver as set out therein.

105. The Liquidator seeks direction from the Court as to the amount of SAMM's Eligible Shareholder Loan Claim for the distribution being sought.

All of which is respectfully submitted at Toronto, Ontario this 9<sup>th</sup> day of March, 2020.

**KPMG Inc., in its capacity as Court Appointed Liquidator of  
Tarn Financial Corporation and in its capacity as Court Appointed  
Receiver of Tarn Construction Corporation and not in its personal capacity**



Per:

\_\_\_\_\_  
Anamika Gadia  
Senior Vice President



# APPENDIX “E”

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

THE HONOURABLE ) MONDAY, THE 13<sup>TH</sup> DAY  
MR. JUSTICE MCEWEN ) OF MARCH, 2020

**BETWEEN:**

VOLKAN BASEGMEZ, CEM BLEDA BASEGMEZ, ANIL RUKAN BASEGMEZ,  
BA&B CAPITAL INC., SERDAR KOCTURK  
and KAAN HOLDINGS INC.

**Applicants**

- and -

ALI AKMAN, SAMM CAPITAL HOLDINGS INC.  
and TARN FINANCIAL CORPORATION

**Respondents**

**APPLICATION UNDER** Sections 207 and 248 of the *Business Corporations Act*, R.S.O. 1990,  
c. B.16.

**FIFTH DISTRIBUTION ORDER  
(RE: DISTRIBUTION TO NON ARMS-LENGTH CLAIMANTS AND APPROVAL OF  
LIQUIDATOR'S AND RECEIVER'S ACTIVITIES AND CONDUCT)**

**THIS MOTION**, made by KPMG Inc. (“**KPMG**”), in its capacity as Court-appointed Liquidator (in such capacity, the “**Liquidator**”) pursuant to section 207 of the Ontario *Business Corporations Act* of the effects and estate of Tarn Financial Corporation (“**Tarn Financial**”), and appointed pursuant to the Winding Up Order of Justice Lederman dated September 15, 2017 (the “**Winding Up Order**”) which appointment was effective on September 25, 2017, for an order: (a) authorizing and directing the Liquidator to make distributions to unsecured Claimants up to the full amount of their Proven Claims as determined by the Liquidator in the Tarn Financial Claims Process established and approved by the Court pursuant to the Claims Procedure Order of Justice

McEwen dated April 13, 2018 (the “**Claims Procedure Order**”); (b) authorizing and directing the Liquidator to make an additional 5% distribution to the Non Arms-Length Claimants in respect of their Eligible Shareholder Loan Claims (as defined in the Eighth Report); (c) an order approving the Eighth Report of the Liquidator and the Sixth Report of the Receiver dated on March 9, 2020 (the “**Eighth Report**”) and approving the activities and conduct of the Liquidator and the Receiver described in the Eighth Report, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Eighth Report of the Liquidator and on hearing the submissions of counsel for the Liquidator, the Applicants and the Respondents and such other counsel as were present as indicated on the Counsel Slip, no one appearing for any other person on the Service List, although properly served as appears from the Affidavit of Service, sworn March 10, 2020, filed:

#### **SERVICE AND GENERAL**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record is abridged and validated such that this Motion is properly returnable today, and further service of the Notice of Motion and the Motion Record is hereby dispensed with.
2. **THIS COURT ORDERS** that capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Claims Procedure Order.

#### **INTERIM DISTRIBUTION TO NON ARMS-LENGTH CLAIMANTS**

3. **THIS COURT ORDERS** that the Liquidator is hereby authorized and directed to make a further 5% interim distribution to the Non Arms-Length Claimants as follows:
  - (a) \$300,000 to BA&B Capital Inc., representing 5% of its Eligible Shareholder Loan Claim (as defined in the Eighth Report) in the amount of \$6,000,000;
  - (b) \$150,000 to KAAAN Holdings Inc., representing 5% of its Eligible Shareholder Loan Claim in the amount of \$3,000,000; and
  - (c) \$128,500 to SAMM Holdings Inc., representing 5% of its Eligible Shareholder Loan Claim in the amount of \$2,570,000.

**APPROVAL OF THE EIGHTH REPORT AND THE LIQUIDATOR'S AND THE RECEIVER'S ACTIVITIES**

4. **THIS COURT ORDERS** that the Eighth Report and the activities and conduct of the Liquidator and the Receiver described therein be and are hereby approved.

**GENERAL PROVISION**

5. **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 Liquidator 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 Liquidator, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Liquidator and its agents in carrying out the terms of this Order.

  
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ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

MAR 13 2020

PER / PAR:



**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**FIFTH DISTRIBUTION ORDER  
DATED MARCH 13, 2020**

**MILLER THOMSON LLP**  
40 King Street West, Suite 5800  
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Lawyers for KPMG Inc., in its capacity as Court-appointed Liquidator of Tarn Financial Corporation and Court-appointed Receiver of Tarn Construction Corporation.

# APPENDIX “F”



process by which to resolve disputes over the distribution of proceeds of the liquidation. The disputes arise out of the respondents' claim for development fees, hotel management fees, the reimbursement of certain expenses and reimbursement for monies that the respondents advanced to a wholly owned subsidiary of Tarn Financial Corporation, Tarn Construction Corporation.

[3] For the reasons set out in greater detail below, I find that:

- (i) The respondents are not entitled to charge a development fee or hotel management fee. Fees already paid in respect of these items should be treated as payments towards the amount outstanding Ali Akman's loan to Tarn Financial. Ackman has not demonstrated on a balance of probabilities that there was an agreement to pay him development or hotel management fees. Both fees involve self-interested contracts that were not approved by independent directors or shareholders as they were required to be by section 132 of the *Ontario Business Corporations Act*.
- (ii) The claims for reimbursement of the contested expenses should be dealt with as set out in section V of these reasons.
- (iii) The calculation of the amounts owing on account of Ali Akman's shareholder loans should include amounts that he advanced to Tarn Construction either personally or through his personal corporations. To hold otherwise would give the applicants a windfall because it would increase the amount available for distribution to shareholders by the amount of the unpaid loan that Akman extended to Tarn Construction. Doing so would give the applicants 60% of that money when the understanding always was that it was a loan that Akman had advanced to the project.

## **The Parties and the Project**

[4] The respondent Ali Akman is a successful Turkish businessperson who now resides in Canada. He entered the business world in the early 1980's in Turkey by starting a business exporting fruit juice and concentrates. He expanded that into a series of other businesses including four juice factories in Turkey which he took public, a plastic manufacturing plant, and a construction and land development business. As part of the latter he built a 36 floor condominium project in Turkey, four low rises, a shopping mall in Ankara, a 120,000 square-foot hospital and four commercial buildings in Turkey. He has also pursued construction projects in Iran, India and China. In 1990, he purchased his first hotel in Turkey. That led to further hotels in Turkey and eventually in Ontario where he purchased and managed a Travelodge in Oshawa and a Best Western hotel in Waterloo.

[5] In approximately 2013, he came upon the Delta Hotel in Scarborough at the intersection of Kennedy Road and Highway 401. He viewed it as a redevelopment project and began pursuing it actively.



- [6] Akman secured the property in the summer of 2014. When he received the news he was on his yacht on the Turkish Riviera. The yacht moored next to Akman's belonged to a business acquaintance, the applicant Volkan Basegmez.<sup>1</sup> Volkan asked Akman why he seemed so happy. Akman explained that he just secured a project that he had been pursuing for some time. The two had breakfast together on Volkan's yacht which culminated in Volkan taking a 40% interest in the project for \$6 million. Volkan made that investment through his personal holding company, the applicant BA & B Capital Inc.
- [7] The applicant Bleda Basegmez is Volkan's son. The applicant Anil Basegmez is Volkan's nephew. Both were approximately 25 years old at the time of the events relevant to this action. Akman was approximately 60. As part of Volkan's investment, Akman agreed that he would sponsor Bleda and Anil to come to Canada as interns to learn about Canadian business practices from Akman.
- [8] The applicant Serdar Kocturk is also a successful business person in Turkey. He is the CEO of a large steel group and has various other interests including a tomato paste factory and investments in hotels. He is also a long-time friend of Akman. They had been to boarding school and university together in England. Kocturk had already invested in two hotels with Akman in Ontario. They were close, spent holidays together and were in contact with each other every other week until the events which led to this litigation ended their decades long friendship.
- [9] Three weeks after Akman talked to Volkan, he spoke with Kocturk about the project. Kocturk wanted to participate and agreed to pay \$3 million for a 20% interest. After Volkan agreed to Kocturk's participation, the three went forward together. Kocturk made the investment through his personal holding company, the applicant Kaan Holdings Inc.
- [10] The respondent Tarn Financial Corporation is the vehicle through which Akman and his partners purchased the Delta project. The respondent SAMM Capital Holdings Inc. ("SAMM") is a corporation solely owned by Akman.
- [11] The project was to be developed and built in three phases. Phase one consisted of two towers with 700 condominium units. Akman says that all the units were sold. Phase two involved demolishing one of the hotel buildings to construct a high-rise condominium with approximately 434 units. Phase three entailed the demolition of the hotel's parking garage to build a low-rise commercial building with parks, restaurants, cafés and shops. The Delta Hotel would continue to operate from the lower floors of the condominium buildings with the upper floors being residential units.
- [12] The relationship between Akman on the one hand and Volkan and Kocturk on the other hand began to breakdown in July 2016. The catalyst for the breakdown was the delivery of the 2015 financial statements for the hotel which the plaintiffs received in July 2016. As a result of reviewing those financial statements the plaintiffs became aware that Akman had

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<sup>1</sup> To avoid confusion between the various Basegmez parties, I will refer to them by their first names. I mean no disrespect in doing so.

created a set of class B shares that gave him total control of the corporation although he only held 40% of the equity. Further investigation led the applicants to discover that Akman had caused Tarn Financial to enter into a management agreement with a corporation solely owned by Akman (Akman Hospitality), pursuant to which the latter was paid 4% of the hotel revenue as a management fee. Akman signed that agreement for both parties. Akman later also charged development fees for his past and anticipated work in overseeing development of the project.

- [13] Akman took the view that he was entitled to those fees and could not be expected to work for nothing. Volkan and Kocturk took the view that Akman was already being compensated for that work because he received a greater rateable portion of the equity in the project than Volkan or Kocturk did. Recall that Volkan had paid \$6 million for 40% interest and Kocturk had paid \$3 million for a 20% interest. Akman, on the other hand, received a 40% interest for an advance of only \$4.3 million.
- [14] As the relationship deteriorated, Kocturk urged Akman to take a more constructive middle ground but Akman was determined to take a hard line. Kocturk and Volkan offered to buy out Akman if they could have an audit conducted but Akman insisted that they set a price first and audit later. Akman refused to sell to third party.
- [15] When resolution was not possible, the applicants brought an oppression application in which they sought to wind up Tarn Financial. Lederman J. granted that order. The purpose of this trial is to resolve certain financial issues arising out of the winding up. Before addressing the financial issues, two preliminary issues concerning *res judicata* and the claims bar date need to be addressed.

## **I. *Res judicata* Issue**

- [16] The applicants submit that a number of the issues that have arisen before me at trial are *res judicata*. In this action, Akman claims fees on account of hotel management and project development fees. The applicants submit that this issue was already determined in their favour in the reasons of Lederman J.<sup>2</sup> which were upheld by the Divisional Court.<sup>3</sup>
- [17] The issue of *res judicata* was initially argued as a pretrial question of law before Justice McEwen in early February, 2021. In an endorsement dated February 18, 2021 he reserved judgment on the Applicant's motion until the conclusion of the trial.<sup>4</sup> Given that I became the trial judge, the *res judicata* issue was argued before me again during the course of the trial.
- [18] The issue centres around paragraph 10 of Justice Lederman's reasons which state:

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<sup>2</sup> *Basegmez et al. v. Akman et al.* 2017 ONSC 5370.

<sup>3</sup> *Basegmez et al. v. Akman et al.* 2018 ONSC 812.

<sup>4</sup> Endorsement of McEwen J. dated February 18, 2021.

It was agreed that Akman would receive the same amount of shares as Volkan, despite contributing less capital because the balance of Akman's contribution would be through the management of Tarn Financial and issuance of personal guarantees that may be required by financial institutions. The applicants allege that it was agreed that based on his reduced capital contribution, Akman would not be entitled to receive any management or development fees from Tarn Financial.<sup>5</sup>

[19] This statement of Lederman J. can be read as being consistent with the positions of both parties. On the one hand, the first sentence is consistent with the applicants' position in that it suggests that Akman received more equity per dollar because he was expected to render services to the project. On the other hand, the second sentence is consistent with the respondents' position in that Lederman J. merely said that the applicants *allege* that Akman agreed that he would not receive management or development fees because of his lower capital contribution.

[20] The applicants rely as well on passages in the Divisional Court's reasons to the same effect. In paragraph 2 of its reasons, the Divisional Court stated:

Akman was contributing proportionately less cash than the others. But he also agreed to contribute sweat equity by managing the investment on a day-to-day basis.<sup>6</sup>

Paragraph 14 of the Divisional Court's reasons state:

Moreover, there is evidence that Akman caused Tarn to pay his company SAMM over \$1 million in alleged development fees when Akman's efforts to develop the project were supposed to be part of his sweat equity contribution to the business.

[21] On my reading of the Divisional Court reasons, the court was not purporting to make findings of fact beyond those contained in Justice Lederman's reasons. Rather, it was summarizing those reasons.

[22] I do not find the issues of hotel management or development fees to be *res judicata*.

[23] Principles of *res judicata* apply where: (i) a question of law or fact was distinctly put in issue in a prior proceeding; (ii) the issue was directly determined in a final judgment between the same parties; and (iii) the issue did not arise collaterally or incidentally in the

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<sup>5</sup> *Basegmez et al. v. Akman et al.* 2017 ONSC 5370 at para. 10.

<sup>6</sup> *Basegmez et al. v. Akman et al.* 2018 ONSC 812 at para. 2.

prior proceeding.<sup>7</sup> In addition, the court retains discretion not to apply the principles of issue estoppel or *res judicata* if applying them would work an injustice.<sup>8</sup>

- [24] Lederman J. found that Akman had acted oppressively and that his oppression warranted the liquidation of Tarn Financial. The oppression consisted of: (i) Akman restructuring the shareholdings of Tarn Financial so as to give him absolute control; and (ii) Akman engaging in self-interested transactions without putting those transactions to the remaining shareholders.
- [25] The attention of Lederman J. and of the Divisional Court was on whether oppression had occurred and whether liquidation was the appropriate remedy. Neither set of reasons focused on the division of the proceeds of the liquidation or on the claims either side might make to those proceeds. The ambiguity of the statements about management fees, development fees and sweat equity suggests that those issues were not distinctly put in issue before Lederman J. or the Divisional Court and were not directly determined in those proceedings. Rather, the issue of sweat equity appears to have arisen collaterally or incidentally to the central questions of oppression and remedy.
- [26] An injustice can arise when applying issue estoppel in a subsequent proceeding “where there is a significant difference between the purposes, processes or stakes involved in the two proceedings.”<sup>9</sup> Here there are such differences in the two proceedings. As noted, the proceeding before Lederman J. focussed on the change to shareholdings and the principle of entering into self interested contracts without others approving. It did not address the *quantum meruit* arguments that Akman raises in this proceeding to justify the management or development fees. Akman should not be deprived of the ability to raise those arguments.
- [27] As a result, I will not apply issue estoppel to the issue of management fees or development fees and will consider those issues without regard to the statements of Lederman J. or the Divisional Court.

## II. The Claims Bar Date Issue

- [28] The next preliminary issue between the parties concerns the scope of this trial and the issues to be determined in it.
- [29] Lederman J. appointed KPMG as Liquidator of Tarn Financial to assist in the liquidation by running a group of claim process and determining the validity of at least arm’s-length claims.
- [30] The applicants submit that the only issues to be determined are whether four proofs of claim that the respondents submitted to the Liquidator should be recognized. The

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<sup>7</sup> *Danyluk v. Ainsworth Technologies Inc.*, 2001 SCC 44, [2001] 2 S.C.R. 460, at para. 24.

<sup>8</sup> *Penner v. Niagara (Regional Police Services Board)*, 2013 SCC 19 at paras 29-30

<sup>9</sup> *Penner* at para. 42.

respondents cast the issues somewhat more broadly and submit that I am required to address issues numbered 1, 2, 4-10, and 53 in the respondents' statement of issues.

- [31] In support of their position, the applicants point to the Claims Procedure Order of Justice McEwen dated April 13, 2018. That order requires anyone who intends to assert a claim, to deliver a proof of claim together with supporting documentation before the claims bar date<sup>10</sup> and that any claims not submitted by that time are forever extinguished.<sup>11</sup> The deadline for the submission of non-arm's-length claims was June 29, 2018.<sup>12</sup> The four claims that the applicants submit the trial is restricted to were filed on March 1, 2018 and therefore fall within the claims bar date. The applicants submit that the additional issues that the respondents wish to raise were not the subject of a proof of claim and were raised in the statement of issues dated June 7, 2019, almost a full year after the non-arm's-length claims bar date.
- [32] In my view, the issues to be determined should not be restricted by the non-arm's-length claims bar date for three reasons.
- [33] First, although the respondents raised the additional disputes in their statement of issues, the applicants responded to the statement of issues but did not raise any time bar as a defence to what they now say are new matters that the respondents wish to have determined.
- [34] Second, paragraphs 29 - 30 of the claims procedure order provide that the Liquidator will not determine any non-arm's-length claims but that they will be referred to a process that remained to be determined. This trial was established as the process by which those claims were to be determined. Given that the Liquidator was not determining the non-arm's-length claims in the first place, there is no administrative inconvenience or cost associated with the determination of those additional issues at this trial.
- [35] Third, and most importantly, the additional issues are not so much additional claims as questions that arise in relation to the four claims the respondents submitted in a timely manner. The effective adjudication of the four claims that the applicants agree must be determined, would, as a practical matter, require the determination of the additional issues that the respondents have identified.
- [36] I turn now to the respondents' four claims for development fees, hotel management fees, Akman's shareholder loan and amounts advanced to Tarn Construction. I will address the "additional issues" after addressing the proofs of claim.

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<sup>10</sup> Claims Procedure Order of Justice McEwen dated April 13, 2018, para. 13.

<sup>11</sup> *Ibid.* at para. 14.

<sup>12</sup> *Ibid.* para. 2 (j).

### III. The Development Fee

#### (i) The Claim

- [37] Akman, through SAMM, claims a development fee of \$9,987,250 of which he has already been paid \$1,000,000.
- [38] Akman submits that an appropriate development fee is 3.5% of revenue. He calculates the actual amount by taking his fee of 3.5%, multiplying that by the percentage completion of each phase and further multiplying that figure by the projected revenue of that phase. He reflected this in the form of the chart below:

| <b>Fees Due</b>             | <b>Phase 1</b>     | <b>Phase 2</b>     | <b>Phase 3</b>   |
|-----------------------------|--------------------|--------------------|------------------|
| Fee                         | 3.5%               | 3.5%               | 3.5%             |
| X % Complete                | 79.3%              | 33.0%              | 30.0%            |
| Equals Adjusted Fee of      | 2.77%              | 1.16%              | 1.05%            |
| X Projected Revenues        | \$220,000,000      | \$250,000,000      | \$95,000,000     |
| Equals Proportionate Fee of | <b>\$6,102,250</b> | <b>\$2,887,500</b> | <b>\$997,500</b> |

- [39] In the alternative, Akman seeks payment of an additional \$6,910,000.00 in accordance with his proof of claim. In the further alternative, Akman seeks a development fee of \$5,102,250.00 based solely on Phase 1 of the project (i.e. the \$6,102,250.00 estimated fee for phase 1 less the amount received of \$1,000,000.00).
- [40] From Akman's perspective, the development fee is justified because he engaged in a significant amount of work to advance what was a complex project. As noted earlier, the plan was to construct three high rise buildings, including a hotel and 700 condominiums as well as three low rise commercial buildings. Akman arranged for rezoning, architectural design and site plan approval. He says he worked with 28 different consultants to bring all of that about.
- [41] Akman initially sought out arm's-length developers but found their fees too high.<sup>13</sup> When proposals from arm's-length developers were not attractive, Akman says Volkan and Kocturk approved of Akman doing the development work in respect of which the fee remained to be agreed.
- [42] According to Akman, by the time the dispute erupted, substantial development work had been done. Phase 1 of the project was sold out, 75% of the tenders were completed, shoring

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<sup>13</sup> For example, Tridel wanted a 50% equity interest in the property plus a development and construction management fee.

was finished and excavation was almost done. In addition, Akman arranged initial financing of \$9 million and a construction loan of \$132 million with arm's length parties. SAMM guaranteed both loans as well as Tarion bonds.<sup>14</sup>

[43] The challenge with Akman's approach of seeking a percentage of revenue based on the percentage of completion of each phase is that no revenue was actually earned. Although deposits were collected on sales, those deposits had to be returned to the purchasers when the project collapsed because of the shareholder dispute. If Akman is to be paid a development fee based on revenue, the project should earn revenue that it is able to retain. Doing preparatory work but having the project collapse because of poor stakeholder management and oppressive conduct on the part of Akman should not necessarily entitle Akman to a fee.

**(ii) Evidence About the Development Fee**

[44] Akman admits that there was no discussion about a development fee early on in the piece but that he raised the development fee in May 2015 when he decided not to use an outside developer. According to Akman, Volkan and Kocturk agreed Akman was entitled to a fee and that they would fix it on his next trip to Turkey.

[45] Akman's contemporaneous emails tell a different story. Akman described the development fee to his partners in an email of November 17, 2016 as follows:

Again, something which has not been discussed before, I said that my expectation for a compensation for my management and project development services ranges from zero to infinity.<sup>15</sup>

[46] Despite this email, Akman insisted in cross-examination that he had discussed development fees and that they are referred to in earlier emails which are in his records and that his lawyers could produce if necessary. No such documents were produced. He then refined the point to indicate that they had not discussed the quantum of the fee but had always discussed the existence of a development fee. That too, however, would belie the suggestion in his email of November 17, 2016 that this was not something discussed before.

[47] In support of his position, Akman points to an email from Volkan to Akman and Kocturk dated November 18, 2016 in which Volkan summarizes the contents of a meeting between the three shareholders which occurred the previous day. In that email, Volkan states:

As for the success premium, first of all, I would like to state once more here that the effective and solid contribution of Ali to the process requires an absolute compensation. The nature, amount and

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<sup>14</sup> Tarion is a consumer protection organization established by the government of Ontario to administer new home warranties. Developers are required to post security in the form of a bond to protect against warranty claims and to protect purchasers' deposits.

<sup>15</sup> Exhibit 36, CaseLines document A271 pdf p. 4.

compensation method of this premium will be discussed and determined by the shareholders as soon as possible.<sup>16</sup>

- [48] The applicants take the position that any emails from them to Akman offering compensation for his services were sent after a dispute arose and were therefore settlement offers on which Akman cannot rely at trial.
- [49] Akman submits that that the applicants led no evidence to suggest that Volkan's offer was part of a settlement discussion. Akman also submits that entertaining that proposition now violates the rule in *Browne v. Dunn*<sup>17</sup> because it was not put to Akman in cross-examination. I view the *Browne v. Dunn* and settlement issue as somewhat beside the point.
- [50] Even if I accept Volkan's email of November 18, 2016 as being something that could be held against the applicants, it would not assist Akman. Volkan refers to compensating Akman by way of a success premium. There was no success here because the project collapsed as a result of Akman's unilateral restructuring of shareholdings and as a result of his imposition of self-interested contracts on Volkan and Kocturk. While Volkan and Kocturk may have been prepared to pay Akman a "success premium" for his development work, that does not mean that they were prepared to, or should be forced to, pay that premium if Akman pursued a course of conduct that led to the failure and sale of the development.
- [51] Akman responded increasingly aggressively to the emails from Volkan. Kocturk urged Akman to show restraint and cooperation which only led Akman to become more entrenched in his views and angry with Kocturk for "taking Volkan's side."
- [52] In February 2017, Akman transferred funds from Tarn Financial to Tarn Construction and then caused Tarn Construction to pay SAMM \$1,130,000 including HST as a partial payment towards the development fee. Although Akman testified earlier that no payments could be made without a purchase order, there was no purchase order for the \$1,130,000 development fee. When confronted with the inconsistency, Akman took the position that purchase orders were not required for retainers. He provided no explanation for failing to require purchase orders for retainers even though those amounts could be materially more significant than the items for which he says purchase orders were required. The funds were paid to SAMM before the invoice was even issued.
- [53] In March 2017, Akman terminated the internships of Anil and Bleda.
- [54] An invoice for the balance of the development fee of \$6,780,000 was dated August 31, 2017. The text on the invoice simply states "development fees for promotion of condos."

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<sup>16</sup> Exhibit 36.

<sup>17</sup> *Browne v. Dunn* (1893), 6 R. 67 (H.L. (Eng.))



- [55] Kocturk testified that he never thought that Akman would receive an additional fee but that the rateably higher proportion of equity he received over Volkan and Kocturk compensated him for whatever development work he undertook. On this theory, Akman will be compensated for his work by way of the higher distribution of profits he receives on the liquidation.
- [56] There is some economic sense to Kocturk's version of events. A percentage premium for Akman would align his incentives with those of Kocturk and Volkan. It would incentivize Akman to control costs and would secure upfront, a development fee or whatever other form of premium he thought appropriate.
- [57] Akman dismisses Kocturk's view by noting that his initial agreement was with Volkan, not Kocturk. Akman submits that his agreement with Volkan was that Volkan would be a silent partner and that although he would be kept informed and have the right to input, Akman retained final decision making power. Akman points out that Volkan did not testify as a result of which the only evidence of that agreement is Akman's which must be accepted.
- [58] Even if I were to accept this submission, it does not assist Akman in his claim to the development fee. The legal issue at hand is the limitation on rights of officers or directors to enter into self interested contracts with corporations of which they are officers or directors. Those rights are governed by s. 132 of the *Ontario Business Corporations Act*<sup>18</sup> (the "OBCA"). Even if Volkan had agreed to be a "silent partner," that does not deprive him of the protections of s. 132 nor does it allow Akman to breach s. 132.
- [59] Directors and officers of corporations owe the corporation statutory and common law duties to "act honestly and in good faith with a view to the best interests of the corporation".<sup>19</sup> These are fiduciary duties that require directors and officers to: (i) avoid situations in which their interests conflict with those of the corporation; and (ii) not to abuse their position for personal gain.<sup>20</sup> Directors and officers cannot contract out of their fiduciary duties.<sup>21</sup>
- [60] Section 132 of the OBCA requires directors and officers to disclose in writing to the corporation the nature and extent of their interest in a contract with the corporation. The contract must be disclosed at the meeting at which a proposed contract is first considered.<sup>22</sup> Where a contract does not require the approval of the directors or shareholders, the director or officer must disclose in writing the nature and extent of his or her interest forthwith after

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<sup>18</sup> *Business Corporations Act*, RSO 1990, c B.16

<sup>19</sup> *OBCA*, s 134(1)(a) and *BCE Inc. (Re)*, 2008 SCC 69 para. 37.

<sup>20</sup> *Unique Broadband Systems Inc. (Re)*, 2014 ONCA 538 (CanLII) para. 46.

<sup>21</sup> OBCA, ss 134(2) and (3).

<sup>22</sup> OBCA, s. 132 (2) (a).

the director becomes aware of it.<sup>23</sup> Where all directors are required to make disclosure, the contract may be approved only by shareholders.<sup>24</sup>

- [61] Akman did not comply with s. 132 of the OBCA in connection with the payment of the development fees to SAMM. There is no dispute that he would not now receive the authority of the shareholders required by s. 132 to pay fees to SAMM.
- [62] The challenge here for Akman is that, although he was, in his own mind, supposed to receive management and development fees, he did not reduce any of that to writing, let alone receive the approval of his fellow shareholders. Development agreements are complex agreements. They set out, among other things, the duties and responsibilities of the developer, what the fee is, what it is based on, how the base of its calculation is to be determined and what development standard the developer is to meet.
- [63] Quite apart from the requirements of the OBCA, it is essential to reduce any such agreement to writing because the absence of a written agreement is a recipe for a self interested party to engineer any fee and profitability level he wanted based on criteria he may chose to select after the fact.
- [64] In the absence of any agreement, Akman says he is entitled to a fee based on principles of *quantum meruit*.
- [65] There are two types of *quantum meruit* claims: contractual and restitutionary. To justify a claim based on contractual *quantum meruit*, Akman must establish that there was an enforceable agreement to pay for services but that the amount of those fees was not agreed. Akman says he is not claiming for contractual *quantum meruit* but claims restitutionary *quantum meruit*.
- [66] To establish a claim based on restitutionary *quantum meruit*, SAMM must establish that: (a) it provided management services to Tarn Financial; and (b) Volkan and Kocturk (either personally or through their corporate shareholders ) requested, acquiesced or encouraged SAMM to provide the management services in circumstances that make it unjust for SAMM to not be paid for those services.<sup>25</sup>
- [67] Although I am prepared to accept that Volkan and Kocturk acquiesced to Akman's role as developer, that does not entitle him to a further development fee. As noted, there is a conflict in the evidence about whether Akman was compensated for his development work by way of his higher rateable interest in the project.

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<sup>23</sup> OBCA, s. 132 (4).

<sup>24</sup> OBCA, s. 132 (5.2).

<sup>25</sup> *Ariston Realty Corp. v. Elcarim Inc.*, 2014 ONCA 737, 378 D.L.R. (4th) 197, at para. 28, citing *Consulate Ventures Inc. v. Amico Contracting & Engineering (1992) Inc.*, 2007 ONCA 324, 282 D.L.R. (4th) 697, at paras. 95, 99.

- [68] I have concluded that the appropriate approach to take here is that Akman should be compensated for his work on the development solely through his higher shareholding. I come to that view for two reasons.
- [69] First, I prefer the evidence of Kocturk over that of Akman on this issue. Kocturk struck me as a moderate, temperate witness. He was careful in the expression of his views and was willing to concede points against him. His evidence was consistent with contemporaneous emails. Although Akman testified at trial that he had documents that would prove his point, he did not produce them.
- [70] Second, if there is a risk that the record at trial might not reflect what actually happened, it is more appropriate for Akman to bear that risk. Akman was the party who failed to abide by s. 132 of the OBCA and who failed to set out in writing the terms he claims were agreed.
- [71] Akman describes himself in his closing submissions as a “savvy businessman” with “international experience as both a hotelier and a developer.” There is no doubt that Akman is an experienced, successful business person. He was very much in control and in command of the project throughout. He was also represented by counsel throughout. There is nothing harsh in holding him to the requirements of s. 132 and having the consequences of failing to do so fall on his shoulders.
- [72] There are many good policy reasons for this. Even if all sides are acting with the utmost good faith, there is substantial room for disagreement about the terms of any development fee if the agreement is not reduced to writing. There is also substantial room for mischief by controlling shareholders to arrange corporate affairs to their benefit and to the prejudice of other shareholders if non-arm’s-length agreements are not fully disclosed in writing.
- [73] I accept that Akman did work in relation to sourcing the property and exposed himself to risk through personal guarantees. It is up to Akman, however, to ensure that whatever *quid pro quo* he receives for this is approved in writing. On the evidence before me it is clear that no agreement was reduced to writing and no shareholder approval was ever sought. On my view of the evidence, Akman has not established, on a balance of probabilities, any entitlement beyond the 40% interest he obtained for a smaller rateable investment than the other shareholders.
- [74] In the event I am wrong in this assessment, I will nevertheless go on to determine what an appropriate development fee should be in the circumstances of this case.
- [75] Both sides called experts on development fees. Akman called Pouyan Safapour, the President of Devron development. His focus is on residential development with some ancillary non-residential uses. The applicants called Robert Cameron, an independent development consultant. The respondents challenge Cameron’s expertise by noting that he is more involved in construction and construction management than development and has had little, if any, experience with residential development projects. I accepted both as experts. In my view there was little material difference between their evidence.

- [76] According to Cameron, development management fees are usually 3.5% of development costs plus a success fee. He had also never seen a development fee with a related party because it muddies the waters.
- [77] Safapour dismissed Cameron's focus on development fees based on costs as a practice that prevailed 10 or more years ago. According to Safapour, the practice had fallen out of favour because it did not incentivize the developer to increase revenues or decrease costs. Indeed, a fee based on a percentage of costs may in fact incentivize the development manager to increase costs.
- [78] Safapour initially testified that the typical fee for a development manager was 3.5% of gross revenue of the project. His report was based on that approach.
- [79] Safapour had, however, prepared his own proposal to Akman to serve as development manager. That proposal charged 3.9% of the total project cost if he were acting as both development and construction manager and 2.5% of project cost if he were acting only as development manager. This was a materially lower fee than the 3.5% of gross revenue that Safapour proposed as a typical development fee. Safapour explained the lower fee that he proposed as being attributable to the fact that in projects where Devron charges 3.5% of revenue, it is a non-arm's-length owner of the property and the land development opportunity was brought forth by Devron. Safapour did not indicate if he had partners in those other projects. In addition, Safapour explained that Akman seemed like a high value potential future client which resulted in Devron's desire to provide a lower fee to establish a longer-term relationship, especially because Devron was in a more aggressive growth stage at the time and was looking for more immediate business.
- [80] On cross examination, Safapour agreed that there are many different ways to calculate development fees. He conceded that they are sometimes based on cost but would also sometimes be based on revenue and sometimes include a large profit component.
- [81] In my view an appropriate approach to a development fee here, if one were awarded, would be a fee of 3.5% of costs incurred on the development to date. A fee based on projected revenue or projected costs would, in my view, be inappropriate because those revenues or costs were never realized, largely because of the approach that Akman took to his partners.
- [82] The Liquidator identified payments of \$4,997,819 to entities that provided construction, engineering or design services which it categorized as payments related to the development of the project.
- [83] In addition, the Liquidator identified payments totaling \$1,702,474 as related to brokerage commissions for the project. I would exclude those fees from the base on which costs are calculated because the sales related to those commissions were never completed, again, largely because of Akman's conduct.
- [84] The Liquidator also identified \$800,708 for accounting and legal fees. I would include these fees as the base on which to calculate development fees on the theory that those fees related largely to the development of the project.

[85] I would therefore calculate the development fee as 3.5% of development costs of \$5,798,527<sup>26</sup> or \$202,948.45

#### **IV. The Hotel Management Fee**

[86] Akman claims hotel management fees of \$1,010,974.95.<sup>27</sup> These are in addition to the \$389,575 that he had already caused Tarn Financial to pay him on account of management fees.

[87] Akman submits that I should find an agreement to pay him a hotel management fee from the underlying circumstances.

[88] Akman says that before the hotel was purchased, he showed Volkan and Kocturk a financial statement of the previous owner which disclosed a management fee of 3% and explained to them that this was the fee that was paid to the company that was managing the hotel. Before closing, Akman says he advised Volkan and Kocturk that he would manage the hotel but that there was no discussion about management fees at that point. It appears that these were two separate conversations. Akman asks me to infer from those conversations that his partners knew of and implicitly approved of the management fee. A description of the previous owner's financial statement does not, however, amount to an agreement to pay Akman a hotel management fee.

[89] Akman also took the position that the applicants had agreed to pay the management fee although he says the specific amount of the fee was not discussed. Contemporaneous emails suggest otherwise.

[90] On November 13, 2016, Kocturk sent Akman an email<sup>28</sup> objecting to the management contract which appears at that point to have been based on a 4% fee for 30 years. Akman responded approximately two hours later with a telling answer.<sup>29</sup> After noting that management fees could be 5% of the first \$5 million in revenue, 4% of the next \$20 million and 3% over that he stated:

I could not charge these because I did not know about it and did not inform you in the beginning. I only charged the expenses which was 120/140 K/year.

I had told you at the outset that once the project started to generate cash you could take that into consideration to determine a decent compensation and that you would not mistreat me. Whatever you call it, success fee/finder's fee/management fee.

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<sup>26</sup> \$4,997,819 plus \$800,708.

<sup>27</sup> Exhibit 7.

<sup>28</sup> Joint Trial Brief No. 208, CaseLines document A 270.

<sup>29</sup> *Ibid.* pdf p. 2.

[91] In other words, there was never an agreement for Akman to charge management fees. Based on his own email, there was at best an agreement to agree on some sort of compensation at a later date.

[92] In a further email that Akman sent to his partners on November 17, 2016 he repeated the sentiment that hotel management fees had not been discussed before by stating:

Since it had not been discussed before, I stated that the management fee that appears on the report is not being collected and that the company takes advantage of it for tax purposes and that it would be confirmed by the audit report.<sup>30</sup>

[93] Akman says the management fee was confirmed in an email from him to his partners on November 27, 2014. That email is not, however, quite as direct as Akman asserts. The relevant passage in the email states:

Since the Akman Hospitality management company to be established will seem to manage these hotels, there will be no management change in terms of Franchisee and there will be no problem.<sup>31</sup>

[94] At trial, Akman testified that the expression “seem to manage” in this email was a translation error. According to Kocturk, there is no translation error and the translation is faithful to the Turkish original. According to Kocturk, the expression “seem to manage” made sense because there had been no agreement about management or a management fee and because Akman had explained that the entry for the management fee was only an effort to have Tarn Financial pay less corporate tax as opposed to a true fee that Tarn Financial was paying. The translations were prepared by a jointly retained, court certified translator. Akman raised no issue about the interpretation before taking the stand. Akman called no independent evidence about the translation. In those circumstances, I accept the translation to be correct.

[95] Kocturk says he had no difficulty in principle with paying a fee to manage the hotel but also noted that hotel management companies require a “serious corporation” with staff and infrastructure. Here, the management company was Akman Hospitality which Kocturk described as “a one-man show” as opposed to a real management company. Kocturk noted that Akman has approximately 15 businesses in Turkey, a business in Switzerland and other hotels in Canada. As a practical matter, Akman would not have time to manage the hotel himself apart from some very high level direction.

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<sup>30</sup> Ex. 35

<sup>31</sup> Ex 5, Joint Trial Brief 002, CaseLines document A61.

- [96] Kocturk's view is supported by contemporaneous emails. In this regard it is worth noting that Akman's email of November 27, 2014 stating that Akman Hospitality will seem to manage the hotel also referred to it as a company "to be established." In other words, there was no existing infrastructure. This was not a case of Akman Hospitality having developed expertise in the area by having managed Akman's other hotels.
- [97] The "one man show" nature of the company was in effect confirmed by Akman at trial. Akman appears to agree that SAMM and Akman Hospitality had no management infrastructure. Akman initially said that Akman Hospitality was providing management services. When he was asked why the invoice for those services was from SAMM, he answered:
- Actually, I was providing the management and I own both Akman Hospitality and also I was the owner of Akman Hospitality 100 per cent. I was the owner of SAMM Holdings as well. So our accountants either invoiced from Akman Hospitality or Samm. Didn't make a difference. So it was just accounting purposes where the invoice came from. But actually, I was performing the management.
- [98] To underscore the nature of the one person operation, the respondents called Roslynn Winegrad, Marriott's area Vice President for owner/franchise services, as a witness. She testified that the Delta Kennedy failed to meet its franchise standards in 2015 as well as in early 2017 before the Liquidator was appointed and was in financial default to the franchisor for several months. Ms. Winegrad says she was pleased to be dealing with the Liquidator as someone who was responsive and had an interest in improving the hotel.
- [99] Akman submits that any criticism of his hotel management is an after-the-fact invention by Volkan and Kocturk because, while the relationship was ongoing, Kocturk congratulated Akman on the operation of the hotel. The congratulations that Kocturk provided was an email response to delivery of financial results for the hotel, not an assessment of the quality of management or the quality of the hotel.
- [100] In light of the evidence above, I am not able to find that there was any agreement about the payment of hotel management fees to Akman. Akman's own emails say that he did not advise Volkan or Kocturk about hotel management fees. At its highest, his email of November 13, 2016 to the effect that once the project started to generate cash, Volkan and Kocturk could take that into consideration to "determine a decent compensation," amounts to an agreement to agree.
- [101] The hotel management agreement falls afoul of s. 132 of the OBCA for the same reasons that the Development Agreement does.
- [102] Akman also claims *quantum meruit* in respect of the hotel management fee. In support of this claim, he points to a report of his expert, Monique Rosszell who opined that a hotel of the sort in question would typically pay a management fee of 3.16% of revenue plus a 1%

incentive fee. The incentive fees are typically geared to the gross operating profit. The fees Akman charged came to 1.5% of revenue in 2014 and 2015 and 3% for 2016 and 2017.

- [103] Ms. Rosszell's report was based on a review of 75 Canadian hotel management contracts that were in place between 2015 and 2017. The contracts she reviewed involved arm's length arrangements. During cross-examination she agreed that she conducted no review of non-arm's-length arrangements, did not have details of the management arrangements for the Delta Kennedy, had not seen any management agreement for the Delta Kennedy, was not given any details about what Akman did to manage the hotel and could not speak to the quality of Akman's management.
- [104] I would be disinclined to use *quantum meruit* as a means of compensating Akman for the hotel management fee for the same reasons that I declined to do so for the development fee. Akman knew in advance that the hotel would require management. His solution was to hire an independent Hotel Manager, Colleen Ross, as an independent contractor for \$7,400 per month. Although Ms. Ross described her role as operational management rather than the strategic management, there was no evidence about what sort of strategic management the hotel required in light of the fact that it was going to be re-built and renovated as part of the redevelopment. The closest there was to evidence of strategic management was the creation of a model suite to illustrate the level of finish in the new rooms and ongoing discussions with the franchisor about hotel quality.
- [105] It was Akman's choice to hire Ross as manager and not to put any written agreement about hotel management to the other shareholders for approval. If those decisions now work to his detriment, that is a risk he should bear.
- [106] I am not satisfied that Akman is entitled to any further compensation by way of *quantum meruit*. My overall impression was that Akman was providing little if any direction for the overall management of the hotel. It is the shareholders of the hotel who should decide what sort of management they want and how much they are prepared to pay for it. It is not in my view appropriate for Akman to fail to put a proposal to his fellow shareholders and then claim *quantum meruit* compensation after the fact. Especially not when the way in which the hotel was managed was contested at trial and the compensation Akman seeks is equal to an arm's length management contract. To do so would allow far too much scope for a majority shareholder to enter into a self interested contract which provides little by way of management services and then compel unwilling minority shareholders to compensate the majority shareholder as if he had been providing satisfactory, arm's length services. Once again, if Akman feels this approach is unfair, he had full control of the situation and could have avoided it by presenting a management agreement to Volkan and Kocturk in a timely manner.
- [107] As a result of the foregoing, the \$389,575 already paid on account of the hotel management fee will be deducted from Akman's shareholder loan.



## V. Akman Shareholder Loan

- [108] SAMM claims repayment of a shareholder loan of \$4,332,118.90.<sup>32</sup> The parties agree that this should be increased by \$300,000 to take into account added expenditures that Akman or companies related to him made for the benefit of the project. This would bring the total shareholder loan claim to \$4,632,119.80.
- [109] Two types of dispute arise over the shareholder loan. The first concerns whether certain payments that have been made to Akman should decrease the amount owing on his shareholder loan or whether Akman is entitled to those payments independently of his shareholder loan.
- [110] The second concerns whether the amount outstanding on Akman's shareholder loan should be determined based solely on advances he made to Tarn Finance or whether they should also include advances he made to Tarn Construction.
- [111] I will address only the first issue in this section and will address the treatment of advances to Tarn Construction in the next section of these reasons.
- [112] Justice Lederman directed that KPMG undertake a review of funds transferred into and out of Tarn Financial by the parties. KPMG prepared a sources & uses report in fulfilment of that direction. In certain cases, Akman had Tarn Financial make payments to him for what he says were reimbursements for business expenses that he incurred on behalf of Tarn Financial. KPMG disagreed with that characterisation and treated many of those expenditures as reimbursements of Akman's shareholder loan.
- [113] Akman retained PWC to prepare its own responding report. It addressed contentious payments in its Schedules 4, 5, 6 and 7. In certain cases PWC concluded that the expense was a legitimate business expense which should not be counted as a repayment of Akman's shareholder loan. In other cases, PWC did not see adequate support for the assertion that the payment was a business expense, and categorized the payment as "Unknown Purpose." Akman submits that even the payments categorized as "Unknown Purpose" are reimbursements for legitimate business expenses. I review those contested expenditures below, Schedule by Schedule.

### (i) Schedule 4 Expenses

- [114] Schedule 4 addresses expenses for hotel operations. Where PWC has categorized a payment on Schedule 4 as "Unknown Purpose," I would continue to treat that payment as a repayment of Akman's shareholder loan. Akman has not introduced any evidence to override PWC's categorization. In those circumstances, Akman has failed to discharge

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<sup>32</sup> Proof of claim, Exhibit 31.

his burden of proof to demonstrate that he is entitled to the payment as a reimbursement of a business expense.

[115] Those expenses that PWC has characterized as business expenses are generally those that are supported by purchase orders and invoices and which make sense for the hotel to incur as a business expense. As a result, where PWC has characterized an expense as a business expense on Schedule 4, I accept the characterization as a valid business expense with the exception of those listed below. Put another way, those valid business expenses should be deemed to be a reimbursement to Akman and should not go to decrease the amount he is owed on his shareholder loan.

[116] I disallow the expense of \$2,479 for an iPhone and MacBook Air. Note 21 to Schedule 4 observes that neither the phone nor the MacBook Air were collected by KPMG during the liquidation process. It strikes me that if in fact the phone and the MacBook were used by Akman, it is unlikely that they were used for purposes related exclusively to the hotel and would more likely have been used by Akman for all of his business and personal needs. In those circumstances, the expense should not be borne by the hotel. This amount should be viewed as a repayment on account of Akman's shareholder loan.

**(ii) Schedule 5 Expenses**

[117] Schedule 5 of the PWC report relates to development costs. It contains payments of \$1,007,049. By far the largest is the development fee of \$1,000,000, the categorization of which PWC has described as being determinable by the Court. As noted earlier, I find that Akman is not entitled to a development fee and categorize that payment as a repayment of Akman's shareholder loan.

[118] PWC has categorized the remaining expenses on Schedule 5 as business expenses. I agree with that categorization and would categorize those expenses as reimbursement of payments that Akman made on behalf of Tarn Financial rather than as repayments on his shareholder loan. The costs appear to relate to advertising expenses for the condominium development and are unlikely to be personal expenses of Akman.

**(iii) Schedule 6 Expenses**

[119] Schedule 6 of the PWC report relates to travel, gift and entertainment expenses. Akman submits that the items PWC has categorized as "Unknown Purpose" are in fact reimbursements for business expenses. One of those is a payment of \$4,975 for return airline tickets for Akman and his wife between Toronto and Istanbul dated June 6, 2015. In note 7 to Schedule 6, PWC observes that Akman described the purpose of the trip as being for "coordination meetings with partners in Turkey with respect to the promotion of the Kennedy Project." A second payment is for \$4,300 for a return ticket between Toronto and Istanbul dated August 24, 2017. According to Note 15 of Schedule 6, Akman described the purpose of the August 24 trip as being for meetings with shareholders.

[120] I would categorize both of those expenditures as repayments on Akman's shareholder loan as opposed to reimbursement of business expenses. With respect to the ticket of June 6,

2015, it is unclear precisely what coordination needed to occur between the shareholders in relation to the promotion of the Kennedy project or precisely why Akman's wife needed to be there. According to Akman, his wife Saba is an architect. According to Kocturk, she studied architecture at school but never practiced as an architect. According to Akman, the purpose of her visiting Turkey was to provide comments on sketches of the condominium sales office and to review prototypes of the development created by the modelling company in Turkey. In the absence of a more clearly defined purpose for the meeting and a more clearly defined role for Saba that the other shareholders had agreed to, I would not be inclined to allow those expenses. There is simply too much scope for blending of personal and business interests here. In those circumstances I would be more inclined to take a strict approach to the separation of personal and business interests. In that light, the expenses are ones in relation to which Akman is conflicted and for which there was no approval by disinterested directors or shareholders.

- [121] The second return ticket between Toronto and Istanbul in the amount of \$4,300 dated August 24, 2017 was a trip for Akman to meet the other shareholders to discuss a settlement of disputes between them. Given that the disputes arose out of Akman's conflicted behaviour, it would not be appropriate to have other shareholders pay for a trip that was brought about because of Akman's misconduct. The reimbursement of both airline tickets should be treated as a partial payment on Akman's shareholder loan.
- [122] The remaining "Unknown Purpose" expenses relate to payments to various restaurants and for a Louis Vuitton wallet. The notes to the Schedule indicate that Akman described the restaurant expenses as relating to meals with a client or customer. I have received no further explanation for how the dinner or the wallet are related to the hotel or the development. Absent such an explanation I would treat the remaining "Unknown Purpose" expenses on Schedule 6 as reimbursements of Akman's shareholder loan as opposed to characterizing them as reimbursements for business expenses.
- [123] I accept PWC's characterization of the balance of the expenditures on Schedule 6 as legitimate business expenses except for those set out below. I note in this regard that I am not undermining the integrity of PWC's characterizations but that I am characterizing things for a different purpose. By way of example, in a solely owned business, there may be a broader category of expenses that could be viewed as legitimate business expenses perhaps for purposes of tax deductibility than in a business with other shareholders where the underlying issue is whether the other shareholders should be, in effect, contributing to the cost of the expense.
- [124] I disallow the expense of \$2,420 for two tickets to a fundraiser for Justin Trudeau. In a solely owned business, that may well be a valid business expense on the theory that it builds on and enhances the owner's network of contacts. In a business with other shareholders, that is not necessarily the case. I received no explanation for how attending an event for a federal politician would benefit the hotel or the development when government decision making in relation to the project would occur at the municipal level rather than the federal level. In addition, there was no evidence about who obtained the tax receipt for the event.

- [125] I disallow the expense dated June 30, 2015 of \$4,125 for an airline ticket for Saba Akman for the reasons set out above.
- [126] I disallow the expense dated June 26, 2015 for an airline ticket for Akman in the amount of \$3,250. There is no support provided for the specific purpose of the trip.
- [127] I disallow the expense dated July 20, 2015 \$440 on account of flight expenses for Mr. and Mrs. Akman for the same reasons.
- [128] I disallow the expense dated July 14, 2017 for a return ticket from Istanbul to Toronto in the amount of \$4,000. PWC's note in support of this expenditure indicates that the purpose of the meeting was to meet other shareholders. PWC was provided with emails containing discussions about payments to settle disputes between the partners in connection with that trip. This too is an expenditure for a trip by Akman to settle disputes arising from his own conflicts of interest. In my view, the other shareholders should not be required to pay any portion of those expenses.
- [129] That said, I do allow the expense dated August 16, 2016 for a return ticket from Toronto to Istanbul in the amount of \$2,350. It appears that Akman was in Istanbul from August until the end of September 2016. He has provided evidence of press interviews promoting the Kennedy project during that time. The shareholders also agreed that the promotional event in Istanbul for the Kennedy Project took place in September of 2016. A trip to Istanbul for that event is, in my view appropriate as a legitimate business expense to charge to Tarn Financial.

**(iv) Schedule 7 Expenses**

- [130] Schedule 7 to the PWC report contains miscellaneous expenditures of \$199,943.
- [131] The plaintiffs have admitted the expense for the Art Shoppe dated August 13, 2015 in the amount of \$6,774 as being a valid business expense.
- [132] I accept that where PWC has characterized an expense as being for an Unknown Purpose on Schedule 7, it should not be allowed as a valid business expense and should be characterized as a repayment of Akman's shareholder loan.
- [133] There are only two business expenses on Schedule 7. The largest is an expense in the amount of \$152,560 to Joyco Trade SA dated August 31, 2017. I disallow this as a business expense and find that it is a repayment on account of Akman's shareholder loan.
- [134] Akman says the payment of \$152,560 to Joyco is a business expense for the planning, design, and set up of the sales office in Europe. He points to the invoice marked as Exhibit 57<sup>33</sup> to justify this payment. The invoice simply lists an expense of \$152,550 for "planning/designing/setting up of Tarn Tower sales office in Europe 2015 fees". KPMG

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<sup>33</sup> CaseLines document A 363.

characterizes this as a reimbursement on Akman's shareholder loan as opposed to a business expense. PWC characterized it as a business expense because of the description of the services on the invoice. During his examination in chief, Akman confirmed the description on the invoice as the basis for charging it as a business expense.

[135] There are several problems with the Joyco expense. First, it is a related party expenditure which was made without the approval of disinterested directors or shareholders. Second, it contains a very general description without any break down to justify or explain the cost of 152,5600. Third, a very different explanation emerged for that expense during cross-examination. It appears that Akman had told his own auditors that the expense was due to trading losses.<sup>34</sup> Akman then explained that the expense was on account of both trading losses and the condominium sales office in Turkey. According to Akman, Tarn Financial needed money in Canada. He had to liquidate investments to fund those needs and incurred a loss on the liquidation. I was not shown any trading records to support the explanation of a loss on securities nor was I taken to any financial records of Tarn Financial to demonstrate a particular need for funds. Given the contradictory explanations for the Joyco expense and the absence of adequate supporting documents to support either theory, I disallow it as a business expense and would have the sum applied to decrease the amount owing on Akman's shareholder loan.

[136] The second expense on Schedule 7 is for a Go Pro camera dated June 28, 2016 in the amount of \$373. I accept that as a legitimate business expense. Akman described it as being intended to film construction on an ongoing basis and give purchasers access to the construction video. I understand that has now been accepted by the applicants as a legitimate expense as well.

**(v) Interest Expense**

[137] In addition to the foregoing expenses, Akman also claims \$47,000 from Tarn Financial in allegedly saved interest costs as a result of his payment of a loan that Tarn Financial had with Meridien Credit Union.

[138] It appears that Tarn Financial had a loan with Meridien that bore interest at 10% per year. Akman caused SAMM to pay off the loan of \$2,600,000 on August 22, 2016 instead of having it paid off on October 26, 2016. Akman says he did so to save interest charges to Tarn Financial. The \$47,000 payment that Akman claims is the interest rate of 10% that would have been payable between August 22, 2016 and October 27, 2016.

[139] In my view, Akman is not entitled to that interest. There is no evidence that Meridien had made any demand for payment. The stated purpose of Akman using SAMM's funds to pay off the loan was to have Tarn Financial save on interest payments. There would be no interest saving to Tarn Financial based on Akman's claim. There would simply be a shift in the recipient of interest from Meridien to SAMM. In other words, Akman would simply

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<sup>34</sup> See KPMG Sources and Uses Report, CaseLines document A 50 PDF p. 146

have replaced an arm's-length lender with a related party lender. That is a transaction that would require the approval of disinterested directors or shareholders. No such approval was obtained. In those circumstances it would not in my view be appropriate for SAMM to charge interest. Once again, there is too much room for mischief by related parties if they are allowed to replace arm's-length lenders with themselves without the approval of disinterested directors or shareholders.

## **VI. Advances to Tarn Construction**

- [140] As noted earlier, Akman lent more money to the project than the initial injection of \$4.3 million. Akman paid some of those additional funds to Tarn Financial and others to Tarn Construction, a wholly owned subsidiary of Tarn Financial. Akman received repayments of those funds, principally from Tarn Finance. The applicants submit that the calculation of the amount owing on Akman's shareholder should be based solely on the amount he lent to Tarn Financial and on the amounts Tarn Financial repaid him. Akman submits that the amount owing on his shareholder loan should be calculated based on the total of the amounts he advanced to both Tarn Financial and Tarn Construction minus the repayments he received from either company.
- [141] The outstanding amount that Akman advanced to Tarn Construction directly comes to \$708,870.50.
- [142] In support of their position that Akman should not be reimbursed for any funds that he advanced to Tarn Construction, the applicants note that the proofs of claim that Akman submitted were submitted in the liquidation only of Tarn Financial. The Liquidator received a number of other proofs of claim from arm's length parties which were based on amounts that Tarn Construction owed to creditors. The Liquidator disallowed those claims because there was no supporting documentation that identified Tarn Financial as being liable for the claims against Tarn Construction. In addition, since Tarn Construction had no assets, the Liquidator did not initiate a claims process for it. This left millions of dollars in claims against Tarn Construction unpaid. Akman did not oppose the Liquidator's disallowance of its claims against Tarn Construction and did not seek to appeal that disallowance. The applicants submit that allowing Akman's claims against Tarn Construction would prefer Akman's claim to those of other creditors of Tarn Construction.
- [143] The applicants also note that the court has since approved the activities of the Liquidator in respect of the claims against Tarn Construction and submit that Akman's position essentially asks me to revisit that order in circumstances where he did not object to it at the time.
- [144] Akman advances three theories on which he is entitled to repayment of advances made to Tarn Construction: substantive consolidation, piercing the corporate veil and principles of equitable winding up.

- [145] Substantive consolidation allows the court to treat members of a corporate group as a single entity in certain circumstances, especially where one acts as the agent of another.<sup>35</sup> As the name suggests, piercing the corporate veil allows the court to find a shareholder liable for the obligations of a corporation.<sup>36</sup> I do not find those theories appropriate to apply. If I were to apply either of those theories to Tarn Construction, I would have to apply the theory equally to other creditors of Tarn Construction. While Akman suggests that many of those creditors have been paid out because they placed construction liens on the project or came to a settlement with the Liquidator, I am not satisfied that I have sufficient information about the status of Tarn Construction and its creditors, especially because the Liquidator never conducted a claims process for it given its lack of assets.
- [146] My underlying jurisdiction here is not, however, limited to that of a claims officer approved appointed to adjudicate contested claims in a bankruptcy or liquidation. The issue before me arises in the context of a shareholder dispute and an equitable liquidation.
- [147] Lederman J. ordered Tarn Financial to be wound up pursuant to s. 248 of the OBCA as a remedy for Akman's oppression.<sup>37</sup> Under s. 248(3) (l) of the OBCA, the court can, as a remedy for oppression, issue an order to wind up the corporation under section 207 of the OBCA. Section 207(2) provides:

Upon an application under this section, the court may make such order under this section or section 248 as it thinks fit.

Section 209 of the OBCA provides:

**Power of court**

209 The court may make the order applied for, may dismiss the application with or without costs, may adjourn the hearing conditionally or unconditionally or **may make any interim or other order as is considered just**, and upon the making of the order may, according to its practice and procedure, refer the proceedings for the winding up to an officer of the court for inquiry and report and may authorize the officer to exercise such powers of the court as are necessary for the reference. (emphasis added).

- [148] Winding up or liquidation under s. 207 is often referred to as just and equitable liquidation or just and equitable winding up.

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<sup>35</sup> See for example *Ontario College of Pharmacists v. 1724665 Ontario Inc*, 2013 ONSC 4295 at paras. 100 to 103.

<sup>36</sup> See for example *Yang v. Overseas Investments (1986) Ltd.*, [1995] 4 W.W.R. 231, [1995] A.J. No. 58 at paras. 96, 97 and 100; *Pelliccione v. John F. Hughes Contracting & Development Co.*, [2005] O.J. No. 4132, 142 A.C.W.S. (3d) 770.

<sup>37</sup> 2017 ONSC 5370 at para. 53

- [149] It is clear that the court has broad powers under the winding up provisions to make any order it thinks fit or considers just. That is consistent with the broad, equitable and remedial nature of both the oppression remedy and the equitable liquidation provisions.
- [150] The starting point of my analysis here is that this is not an ordinary proof of claims procedure in which one needs to determine amounts owing as between various creditors. That process has already occurred within Tarn Financial and its creditors have been fully paid. What is before me is a decision about how the remaining proceeds that arose from the sale of the project should be divided amongst the three shareholders of Tarn Financial. As a result, what creditors of Tarn Construction may or may not be owed is not directly before me.
- [151] The parties agree that any funds that Akman advanced to Tarn Construction were used for the project. While the applicants submit that there is no evidence to demonstrate that the monies advanced to Tarn Construction increased the project's value, they do concede that the monies advanced to Tarn Construction were used for the project. There does not appear to be any disagreement that the overall work Akman did on the project advanced it towards development and made it a more desirable property when it was sold. This, on a balance of probabilities, led to a higher sales price from which all shareholders will benefit. There is nothing to suggest that the monies Akman advanced to Tarn Construction had any different effect.
- [152] If I ignore the advances that Akman made to Tarn Construction, there will be more money in Tarn Financial to distribute to shareholders. The net effect of that is that Basegmez and Kocturk will obtain 60% of the \$708,000 unpaid advance that Akman made to Tarn Construction (\$424,800). Giving Basegmez and Kocturk \$424,800 of the money that Akman advanced to Tarn Construction does not strike me as either just or equitable. Although Akman may have acted oppressively, relief for oppression should be designed to remedy the wrong, not to inflict punishment on the oppressor.<sup>38</sup> Giving Basegmez and Kocturk a windfall of \$424,800 does more than remedy the wrong and penalizes Akman.
- [153] The Liquidator noted as well that some of the funds advanced by the applicants were not paid directly to Tarn Financial but to another corporation controlled by Akman or to accounts controlled by Akman. The Liquidator has not confirmed whether those funds were ultimately paid to Tarn Financial or Tarn Construction. This suggests that there was some informality about the specific party to which funds for the project were paid. Regardless of that informality, all parties agree that the applicants are entitled to repayment of those funds even if they were not paid to Tarn Financial. If that principle applies to funds that the applicants paid, it should also apply to funds that Akman paid.
- [154] The applicants' case was predicated on the proposition that after the shareholders were repaid their shareholder advances, any surplus would be shared according to their shareholdings. That meant that Akman would be compensated for his "sweat equity" by

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<sup>38</sup> See for example, *Nanef v. Con-Crete Holdings Ltd.* (1995), 23 O.R. (3d) 481 at 488.



virtue of the fact that he advanced less cash for his shareholder loan than others did. I have applied that principle to find in the applicants' favour on the development fee and the hotel management fee. That principle would however be compromised if Akman is not compensated for funds he lent to the project because he paid them directly to Tarn Construction rather than to Tarn Financial. In that case, not only would Akman not receive a rateably superior return for his sweat equity that the parties had agreed to, he would be paid \$424,800 less because he would not be repaid money that he undisputedly lent to the project through Tarn Construction. That does not strike me as having been within the reasonable expectations of any of the shareholders.

[155] As a result of the foregoing I find that Akman should be repaid the money he advanced to Tarn Construction before the other shareholder loans are re-paid and any surplus is divided among shareholders. On my view of the evidence, each of the three shareholders agreed to capitalise the project with an initial investment that was paid as a shareholder loan. The shareholders received their pro rata shareholdings in Tarn Financial based on the amounts of the initial loans. The overall object of the liquidation was to pay out creditors of Tarn Financial before addressing the rights of the shareholders to repayment of their initial advances and subsequent distribution of any surplus. It is in keeping with that overall scheme to have Akman repaid his advances to Tarn Construction before any of the initial shareholder loans or remaining surplus be distributed. It is my understanding that priority is not really an issue because there are sufficient funds to repay both the initial advances to Tarn Financial as well as the advances that were made directly to Tarn Construction.

### **Conclusion and Costs**

[156] For the reasons set out above I find that:

- i. Akman was not entitled to be paid fees on account of hotel management or development fees and that any such fees which were paid to him should be applied to reduce the outstanding amount of his shareholder loan.
- ii. Contested expenses and reimbursements should be dealt with in the manner set out in Section V of these reasons.
- iii. The amount owing on Akman's shareholder loan should be based on monies he lent to Tarn Financial and Tarn Construction and repayments he has received from either entity.

[157] Much of the argument at trial proceeded on the basis of general principles as opposed to accounting details. It was put to me that if I resolved the principles, then the Liquidator would be able to do the accounting. The intention of these reasons was to address all of the issues that the parties required me to resolve. It is my understanding that the reasons address either explicitly or implicitly all of the issues the respondents sought to have resolved as set out in paragraph 28 above. If any issues remain unresolved, if there is any dispute about the effect of these reasons or the parties or the Liquidator require further

assistance in arriving at a calculation of specific amounts owing, I remain seized of this matter and will provide assistance as needed.

[158] Any party seeking costs as a result of these reasons should make written submissions by September 9, 2023. Any responding party should provide responding submissions by September 23, 2022. Any reply should be delivered by September 30.

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**Koehnen J.**

**Released:** 2022-08-09

**CITATION:** *Basegmez et al. v. Akman et al.*, 2022 ONSC 4127  
**COURT FILE NO.:** CV-17-00011697-0000CL  
**DATE:** 2022-08-09

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

VOLKAN BASEGMEZ, CEM BLEDA BASEGMEZ,  
ANIL RUKAN BASEGMEZ, BA&B CAPITAL INC.,  
SERDAR KOCTURK and KAAAN HOLDINGS INC.

Applicants

– and –

ALI AKMAN, SAMM CAPITAL HOLDINGS INC.  
and TARN FINANCIAL CORPORATION

Respondents

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**REASONS FOR JUDGMENT**

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Koehnen J.

**Released: 2022-08-09**

# APPENDIX “G”

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)

**BETWEEN:** )  
)  
VOLKAN BASEGMEZ, CEM BLEDA ) *E. Patrick Shea and Christopher Stanek, for*  
BASEGMEZ, ANIL RUKAN ) *the Applicants*  
BASEGMEZ, BA&B CAPITAL INC., )  
SERDAR KOCTURK and KAAN )  
HOLDINGS INC. )  
Applicants ) *Jonathan Kulathungam and Nipuni*  
- and - ) *Panamaldeniya, for the Respondents*  
)  
ALI AKMAN, SAMM CAPITAL )  
HOLDINGS INC. and TARN FINANCIAL )  
CORPORATION ) *Kyla E. Mahar, for KPMG*  
Respondents )  
)  
)  
) **HEARD: In writing**  
)  
)  
)

**KOEHNEN J.**

**COSTS ENDORSEMENT**

- [1] This is my costs endorsement arising out of my reasons in this matter which are indexed at 2022 ONSC 4127.
- [2] The respondents claim costs of this trial because they submit they were substantially successful on the issues at trial.

- [3] In the alternative, they submit that no costs of the trial should be awarded because success was divided but that they should be awarded costs of what they refer to as the *res judicata* and the *voir dire* motions on which they submit they succeeded. They claim partial indemnity costs on the *res judicata* motion of \$33,123 plus HST and costs of the *voir dire* of \$15,276 plus HST, both on a partial indemnity scale.
- [4] The applicants submit that they should be awarded costs because they substantially succeeded at trial. They agree that they did not succeed on the *res judicata* motion.
- [5] In my view the applicants were substantially successful at trial. The two principal issues by the time of trial were whether the respondents were entitled to management fees or development fees. I found against the respondents on both of those issues. Those issues were substantial. Had the respondents succeeded on the development and management fee issues, the applicants would have been deprived not only of any profit from the project but would also have been deprived of the repayment of their initial shareholder loans of \$9 million. Although the respondents succeeded on the issue of payments to Tarn Construction, that issue amounted to \$708,870.50 and was one that the respondents were prepared to concede in a settlement offer they delivered 10 months before the trial began.
- [6] The respondents also submit that they substantially succeeded on the issue of business expenses. I see that somewhat differently. The largest issue of contention relating to expenses involved a group of expenses the aggregate amount of which came to \$300,000. The applicants conceded that those were legitimate expenses before trial. At trial, the respondents failed on the two largest expense items, the Joyco. invoice of approximately \$150,000 and the interest expense of approximately \$47,000.

[7] Substantial success at trial is determined with a view to the overall success achieved by the parties: see *Wesbell Networks Inc. v. Bell Canada* 2015 ONCA 33. The simple fact that a party succeeded on a number of issues at trial does not mean they were substantially successful or that success was substantially divided: see *Bang v. Sebastian*, 2018 ONSC 7154 at para. 6. Instead, substantial success should be determined based on the main issues and objectives of the parties at trial: see *Syrnyk v. Syrnyk*, 2019 ONSC 1270.

[8] Given that costs ordinarily follow the event, the applicants should, in principle, be awarded their costs of trial.

[9] As noted, the respondents seek a number of adjustments to that ordinary principle.

[10] The first concerns the *res judicata* motion. That motion was argued as a freestanding motion before McEwen J. when he was anticipated to be the trial judge. Justice McEwan reserved his decision on that point until trial. That effectively meant that the issue estoppel issue would be considered in the context of the full evidentiary record. The underlying message in the decision of Justice McEwan is that the motion should not have been brought as a standalone motion before trial but should have been argued within the context of the trial as it ultimately was. In those circumstances, the respondents should not have been put through the time and expense of defending the *res judicata* motion. The respondents claim \$33,123 plus HST for that motion. That is not substantially different than the amount the applicants incurred on the motion. I award the respondents costs of that motion which I fix at \$33,123 plus HST to be credited as a reduction to the applicants' cost award.

[11] The respondents also claim costs on what they describe as the *voir dire* motion. I am not inclined to grant them costs of that motion. What was described as a *voir dire* motion was

more accurately a part of the trial. The *voir dire* dealt with the admissibility of two expert reports. That is usually done during the course of the trial. Here, for reasons of expediency, it was done shortly before the trial. This allowed for a more efficient use of trial time and allowed both sides to know with certainty what the evidence at trial was going to be, at least with regard to experts. In those circumstances, the cost of the *voir dire* is more properly considered as the cost of trial.

[12] In addition, the respondents submit that the costs of the PWC report of \$160,877.33 (including HST) ought to be borne by Tarn Financial and not Mr. Ackman. The PWC report in essence, conducted a review of the report that KPMG had prepared as Liquidator and re-categorized certain expenses as business expenses rather than expenses personal to Mr. Ackman. The effect of having those expenses paid by Tarn Financial would be to have the cost of the PWC report be shared between the parties rather than borne entirely by Mr. Ackman.

[13] I do not think it would be appropriate to accede to Mr. Ackman's request in this regard. If the KPMG report needed review or correcting it was in all likelihood because of the irregularities in Mr. Ackman's bookkeeping. My sense of the PWC report was not that it was a qualitative assessment of KPMG's work but was that it simply recategorized certain expenses based on information from Mr. Ackman. In the case of approximately \$300,000 of expenditures, the respondents agreed that those were proper business expenses after PWC came to that conclusion. In other cases, I either approved or overruled the re-categorization that PWC proposed. In all cases, however, the issue arose because of incomplete or irregular record-keeping, bookkeeping and expense attribution by Mr. Ackman. That is an expense that he should bear.



- [14] An issue arose in the respondents' bill of costs about how the Liquidator's fees should be allocated. The respondents were concerned that the applicants would take the view that the respondents should be required to pay a larger proportion of the Liquidator's fees. The respondents take the view that any ruling about the Liquidator's fees should be made at the hearing to approve those fees. The respondents have not asked me to make any order with respect to the Liquidator's fees.
- [15] In my view, it would be inappropriate for me to weigh in at this stage on the allocation of the Liquidator's fees. I simply do not have any information on that issue. I can readily see that the Liquidator's final report for the approval of its fees or the Liquidator's response to any request for an unequal allocation of fees would be relevant to that issue. If, by way of example, the Liquidator's evidence were that it spent an inordinate amount of time on the liquidation because of issues or difficulties raised by the respondents, then it might well be appropriate to order an unequal allocation of fees. I simply have no evidence from any party on that point at this stage.
- [16] The applicants seek partial indemnity costs of the trial of \$554,749.39 including HST plus disbursements of \$7,897.65. That is roughly commensurate with the respondent's bill of costs which comes to time of \$477,607 inclusive of HST. The respondents have not taken issue with the size of the bill of costs or the time spent by counsel. The fee sought also strike me as a reasonable given the nature and complexity of the issues dealt with during the trial. That said, the fees should be adjusted for the *res judicata* motion.
- [17] The applicants incurred costs of \$41,013.78 (including HST) on the issue estoppel motion. Those costs should be deducted from the award to which the applicants are entitled. In

addition, the respondents incurred fees of \$37,429 (including HST) on the issue estoppel motion. As noted earlier, they should be credited with that amount so as to reduce the cost award for which they are liable to the applicants. If I deduct those two amounts from the costs of the applicants, their costs are reduced to \$476,306.61 (including HST) plus disbursements of \$7,897.65 for a total award of \$484,204.26

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**Koehnen J.**

**Date :** January 13, 2023

# APPENDIX “H”

**Tarn Financial Corporation**

**Summary of professional Fees incurred by the Liquidator and third parties as it relates to Trial, Forensics and Accounting/ Bookkeeping matters for the purposes of the Winding-Up Proceedings**

| Name              | Note | Trial and Trial Preparation Fees |                   |          |                  | Forensics Fees    |                 |                   |          | Accounting/ Bookkeeping Fees |                   |               |                   | Grand Total     |                  |                   |                     |
|-------------------|------|----------------------------------|-------------------|----------|------------------|-------------------|-----------------|-------------------|----------|------------------------------|-------------------|---------------|-------------------|-----------------|------------------|-------------------|---------------------|
|                   |      | Hours                            | Fees              | Expenses | HST              | Total             | Hours           | Fees              | Expenses | HST                          | Total             | Hours         | Fees              |                 | Expenses/ Admin  | HST               | Total               |
| KPMG Inc.         |      | 241.95                           | 186,446.00        | -        | 24,237.98        | 210,683.98        | 1,605.40        | 688,384.75        | -        | 89,490.02                    | 777,874.77        | 182.20        | 118,072.75        | -               | 15,349.46        | 133,422.21        | 1,121,980.96        |
| Richter LLP       |      | -                                | -                 | -        | -                | -                 | -               | -                 | -        | -                            | -                 | -             | 145,188.00        | 6,259.41        | 19,688.19        | 372,849.59        | 372,849.59          |
| BDO Canada LLP    |      | -                                | -                 | -        | -                | -                 | -               | -                 | -        | -                            | -                 | -             | -                 | -               | -                | 129,566.03        | 129,566.03          |
| Thas Thambapillai |      | -                                | -                 | -        | -                | -                 | -               | -                 | -        | -                            | -                 | -             | 39,500.00         | -               | 5,135.00         | 44,635.00         | 44,635.00           |
|                   |      | <b>241.95</b>                    | <b>186,446.00</b> | <b>-</b> | <b>24,237.98</b> | <b>210,683.98</b> | <b>1,605.40</b> | <b>688,384.75</b> | <b>-</b> | <b>89,490.02</b>             | <b>777,874.77</b> | <b>182.20</b> | <b>302,760.75</b> | <b>6,259.41</b> | <b>40,172.65</b> | <b>680,472.83</b> | <b>1,669,031.58</b> |

Tarn Financial Corporation  
Professional Fees incurred by the Liquidator as it relates to Trial, Forensics and Accounting/ Bookkeeping matters  
for the purposes of the Winding-Up Proceedings

| Invoice No.                            | Invoice Date     | Service Period Ending  | Name                 | Position          | Rate      | Hours         | Amounts Invoiced  |                 |                  | Total             | Trial and Trial Preparation Fees |              |                 |               | Forensics Fees  |             |               |              | Accounting/ Bookkeeping Fees |              |                 |                 | Total           |          |     |             |
|--|------------------|------------------------|----------------------|-------------------|-----------|---------------|-------------------|-----------------|------------------|-------------------|----------------------------------|--------------|-----------------|---------------|-----------------|-------------|---------------|--------------|------------------------------|--------------|-----------------|-----------------|-----------------|----------|-----|-------------|
|  |                  |                        |                      |                   |           |               | Fees              | Expenses        | HST              |                   | Hours                            | Fees         | HST             | Total         | Hours           | Fees        | HST           | Total        | Hours                        | Fees         | HST             | Total           | Hours           | Fees     | HST | Grand Total |
| <b>Period September 25 to 30, 2017</b> |                  |                        |                      |                   |           |               |                   |                 |                  |                   |                                  |              |                 |               |                 |             |               |              |                              |              |                 |                 |                 |          |     |             |
| 8001772432                             | 10-Nov-17        | 30-Sep-17              | Gadla, Anamika       | Partner           | \$ 750.00 | 45.80         | 34,350.00         | -               | 4,465.50         | 38,815.50         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001772432                             | 10-Nov-17        | 30-Sep-17              | Pietrantonio, Joseph | Partner           | \$ 650.00 | 4.00          | 2,600.00          | -               | 338.00           | 2,938.00          | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001772432                             | 10-Nov-17        | 30-Sep-17              | Velocci, Louie       | Partner           | \$ 650.00 | 1.00          | 650.00            | -               | 84.50            | 734.50            | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001772432                             | 10-Nov-17        | 30-Sep-17              | Ambachtsheer, Todd   | Senior Manager    | \$ 575.00 | 37.50         | 21,562.50         | -               | 2,803.13         | 24,365.63         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001772432                             | 10-Nov-17        | 30-Sep-17              | Bradley, Janine      | Senior Manager    | \$ 575.00 | 45.10         | 25,932.50         | -               | 3,371.23         | 29,303.73         | -                                | 0.50         | 287.50          | 37.38         | 324.88          | -           | -             | -            | -                            | -            | 0.50            | 287.50          | 37.38           | 324.88   |     |             |
| 8001772432                             | 10-Nov-17        | 30-Sep-17              | Garwood, Danny       | Senior Manager    | \$ 500.00 | 0.50          | 250.00            | -               | 32.50            | 282.50            | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               | -               |          |     |             |
| 8001772432                             | 10-Nov-17        | 30-Sep-17              | Morin, Peter         | Senior Manager    | \$ 500.00 | 31.00         | 15,500.00         | -               | 2,015.00         | 17,515.00         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               | -               |          |     |             |
| 8001772432                             | 10-Nov-17        | 30-Sep-17              | R  thor  , Marcel    | Manager           | \$ 450.00 | 50.15         | 22,567.50         | -               | 2,933.78         | 25,501.28         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               | -               |          |     |             |
| 8001772432                             | 10-Nov-17        | 30-Sep-17              | Toscano, Roberto     | Senior Consultant | \$ 300.00 | 1.50          | 450.00            | -               | 58.50            | 508.50            | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               | -               |          |     |             |
| 8001772432                             | 10-Nov-17        | 30-Sep-17              | Defina, Sara         | Senior Consultant | \$ 300.00 | 0.50          | 150.00            | -               | 19.50            | 169.50            | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               | -               |          |     |             |
| 8001772432                             | 10-Nov-17        | 30-Sep-17              | Oommen, Manoj        | Senior Consultant | \$ 300.00 | 11.50         | 3,450.00          | -               | 448.50           | 3,898.50          | -                                | -            | -               | -             | -               | 2.00        | 600.00        | 78.00        | 678.00                       | -            | 2.00            | 600.00          | 78.00           | 678.00   |     |             |
| 8001772432                             | 10-Nov-17        | 30-Sep-17              | Heisz, Julian        | Senior Consultant | \$ 275.00 | 25.00         | 6,875.00          | -               | 893.75           | 7,768.75          | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | 25.00           | 6,875.00        | 893.75          | 7,768.75 |     |             |
| 8001772432                             | 10-Nov-17        | 30-Sep-17              | Expenses             | Expenses          | \$ -      | -             | -                 | 1,169.13        | 151.99           | 1,321.12          | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               | -               |          |     |             |
| <b>8001772432</b>                      | <b>10-Nov-17</b> | <b>30-Sep-17 Total</b> |                      |                   |           | <b>253.55</b> | <b>134,337.50</b> | <b>1,169.13</b> | <b>17,615.86</b> | <b>153,122.49</b> |                                  | <b>25.50</b> | <b>7,162.50</b> | <b>931.13</b> | <b>8,093.63</b> | <b>2.00</b> | <b>600.00</b> | <b>78.00</b> | <b>678.00</b>                | <b>27.50</b> | <b>7,762.50</b> | <b>1,009.13</b> | <b>8,771.63</b> |          |     |             |
| <b>Period October 1 to 15, 2017</b>    |                  |                        |                      |                   |           |               |                   |                 |                  |                   |                                  |              |                 |               |                 |             |               |              |                              |              |                 |                 |                 |          |     |             |
| 8001868592                             | 30-Jan-18        | 15-Oct-17              | Gadla, Anamika       | Partner           | \$ 750.00 | 68.10         | 51,075.00         | -               | 6,639.75         | 57,714.75         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001868592                             | 30-Jan-18        | 15-Oct-17              | Pietrantonio, Joseph | Partner           | \$ 650.00 | 2.20          | 1,430.00          | -               | 185.90           | 1,615.90          | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001868592                             | 30-Jan-18        | 15-Oct-17              | Ambachtsheer, Todd   | Senior Manager    | \$ 575.00 | 28.00         | 16,100.00         | -               | 2,093.00         | 18,193.00         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001868592                             | 30-Jan-18        | 15-Oct-17              | Bradley, Janine      | Senior Manager    | \$ 575.00 | 51.70         | 29,727.50         | -               | 3,864.58         | 33,592.08         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001868592                             | 30-Jan-18        | 15-Oct-17              | Morin, Peter         | Senior Manager    | \$ 500.00 | 3.00          | 1,500.00          | -               | 195.00           | 1,695.00          | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001868592                             | 30-Jan-18        | 15-Oct-17              | R  thor  , Marcel    | Manager           | \$ 450.00 | 54.65         | 24,592.50         | -               | 3,197.03         | 27,789.53         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001868592                             | 30-Jan-18        | 15-Oct-17              | Burstein, Zack       | Senior Consultant | \$ 300.00 | 0.70          | 210.00            | -               | 27.30            | 237.30            | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001868592                             | 30-Jan-18        | 15-Oct-17              | Fennema, Nate        | Senior Consultant | \$ 300.00 | 25.70         | 7,710.00          | -               | 1,002.30         | 8,712.30          | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001868592                             | 30-Jan-18        | 15-Oct-17              | Hajha, Nerina        | Senior Consultant | \$ 300.00 | 43.50         | 13,050.00         | -               | 1,696.50         | 14,746.50         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001868592                             | 30-Jan-18        | 15-Oct-17              | Oommen, Manoj        | Senior Consultant | \$ 300.00 | 79.00         | 23,700.00         | -               | 3,081.00         | 26,781.00         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001868592                             | 30-Jan-18        | 15-Oct-17              | Sands, Hayden        | Senior Consultant | \$ 275.00 | 19.00         | 5,225.00          | -               | 679.25           | 5,904.25          | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001868592                             | 30-Jan-18        | 15-Oct-17              | Rzhevsky, Asya       | Staff Technician  | \$ 225.00 | 2.90          | 652.50            | -               | 84.83            | 737.33            | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001868592                             | 30-Jan-18        | 15-Oct-17              | Expenses             | Expenses          | \$ -      | -             | -                 | 2,890.22        | 375.73           | 3,265.95          | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| <b>8001868592</b>                      | <b>30-Jan-18</b> | <b>15-Oct-17 Total</b> |                      |                   |           | <b>378.45</b> | <b>174,972.50</b> | <b>2,890.22</b> | <b>23,122.15</b> | <b>200,984.87</b> |                                  |              |                 |               |                 |             |               |              |                              |              |                 |                 |                 |          |     |             |
| <b>Period October 16 to 31, 2017</b>   |                  |                        |                      |                   |           |               |                   |                 |                  |                   |                                  |              |                 |               |                 |             |               |              |                              |              |                 |                 |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Gadla, Anamika       | Partner           | \$ 750.00 | 77.70         | 58,275.00         | -               | 7,575.75         | 65,850.75         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Pietrantonio, Joseph | Partner           | \$ 650.00 | 7.15          | 4,647.50          | -               | 604.18           | 5,251.68          | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Ambachtsheer, Todd   | Senior Manager    | \$ 575.00 | 1.90          | 1,092.50          | -               | 142.03           | 1,234.53          | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Bradley, Janine      | Senior Manager    | \$ 575.00 | 76.30         | 43,872.50         | -               | 5,703.43         | 49,575.93         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Neale, Cindy         | Senior Manager    | \$ 550.00 | 21.00         | 11,550.00         | -               | 1,501.50         | 13,051.50         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Bourikas, George     | Senior Manager    | \$ 500.00 | 43.00         | 21,500.00         | -               | 2,795.00         | 24,295.00         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Morin, Peter         | Senior Manager    | \$ 500.00 | 3.00          | 1,500.00          | -               | 195.00           | 1,695.00          | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | R  thor  , Marcel    | Manager           | \$ 450.00 | 30.65         | 13,792.50         | -               | 1,793.03         | 15,585.53         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Burstein, Zack       | Senior Consultant | \$ 300.00 | 0.60          | 180.00            | -               | 23.40            | 203.40            | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Fennema, Nate        | Senior Consultant | \$ 300.00 | 71.00         | 21,300.00         | -               | 2,769.00         | 24,069.00         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Hajha, Nerina        | Senior Consultant | \$ 300.00 | 14.50         | 4,350.00          | -               | 565.50           | 4,915.50          | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Mohiuddin, Azam      | Senior Consultant | \$ 300.00 | 6.00          | 1,800.00          | -               | 234.00           | 2,034.00          | -                                | 6.00         | 1,800.00        | 234.00        | 2,034.00        | -           | -             | -            | -                            | 6.00         | 1,800.00        | 234.00          | 2,034.00        |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Oommen, Manoj        | Senior Consultant | \$ 300.00 | 105.00        | 31,500.00         | -               | 4,095.00         | 35,595.00         | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Brar, Paul           | Senior Consultant | \$ 275.00 | 1.00          | 275.00            | -               | 35.75            | 310.75            | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Sands, Hayden        | Senior Consultant | \$ 275.00 | 13.00         | 3,575.00          | -               | 464.75           | 4,039.75          | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Rzhevsky, Asya       | Staff Technician  | \$ 225.00 | 2.90          | 652.50            | -               | 84.83            | 737.33            | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| 8001869947                             | 31-Jan-18        | 31-Oct-17              | Expenses             | Expenses          | \$ -      | -             | -                 | 2,531.84        | 329.14           | 2,860.98          | -                                | -            | -               | -             | -               | -           | -             | -            | -                            | -            | -               | -               |                 |          |     |             |
| <b>8001869947</b>                      | <b>31-Jan-18</b> | <b>31-Oct-17 Total</b> |                      |                   |           | <b>474.70</b> | <b>219,862.50</b> | <b>2,531.84</b> | <b>28,911.26</b> | <b>251,305.60</b> |                                  | <b>6.00</b>  | <b>1,800.00</b> | <b>234.00</b> | <b>2,034.00</b> |             |               |              |                              | <b>6.00</b>  | <b>1,800.00</b> | <b>234.00</b>   | <b>2,034.00</b> |          |     |             |









Tarn Financial Corporation

Professional Fees Incurred by the Liquidator as it relates to Trial, Forensics and Accounting/ Bookkeeping matters for the purposes of the Winding-Up Proceedings

| Invoice No.                        | Invoice Date     | Service Period Ending | Name                  | Position          | Rate      | Hours         | Fees              | Amounts Invoiced |                  | Total             | Trial and Trial Preparation Fees |      |       |           | Forensics Fees |                  |                 |                  | Accounting/ Bookkeeping Fees |                  |                 |                  | Total         |                  |                 |                  |   |
|------------------------------------|------------------|-----------------------|-----------------------|-------------------|-----------|---------------|-------------------|------------------|------------------|-------------------|----------------------------------|------|-------|-----------|----------------|------------------|-----------------|------------------|------------------------------|------------------|-----------------|------------------|---------------|------------------|-----------------|------------------|---|
|                                    |                  |                       |                       |                   |           |               |                   | Expenses         | HST              |                   | Hours                            | Fees | HST   | Total     | Hours          | Fees             | HST             | Total            | Hours                        | Fees             | HST             | Total            | Hours         | Fees             | HST             | Grand Total      |   |
| <b>Period April 1 to 15, 2018</b>  |                  |                       |                       |                   |           |               |                   |                  |                  |                   |                                  |      |       |           |                |                  |                 |                  |                              |                  |                 |                  |               |                  |                 |                  |   |
| 7000182529                         | 17-Jul-18        | 15-Apr-18             | Gadia, Anamika        | Partner           | \$ 750.00 | 65.90         | 49,425.00         | -                | 6,425.25         | 55,850.25         | -                                | -    | -     | -         | 2.50           | 1,875.00         | 243.75          | 2,118.75         | 2.50                         | 1,875.00         | 243.75          | 2,118.75         | 2.50          | 1,875.00         | 243.75          | 2,118.75         |   |
| 7000182529                         | 17-Jul-18        | 15-Apr-18             | Pietrantonio, Joseph  | Partner           | \$ 650.00 | 1.80          | 1,170.00          | -                | 152.10           | 1,322.10          | -                                | -    | -     | -         | -              | -                | -               | -                | -                            | -                | -               | -                | -             | -                | -               | -                |   |
| 7000182529                         | 17-Jul-18        | 15-Apr-18             | Bradley, Janine       | Senior Manager    | \$ 575.00 | 41.30         | 23,747.50         | -                | 3,087.18         | 26,834.68         | -                                | -    | -     | -         | 3.25           | 1,868.75         | 242.94          | 2,111.69         | 3.25                         | 1,868.75         | 242.94          | 2,111.69         | 3.25          | 1,868.75         | 242.94          | 2,111.69         |   |
| 7000182529                         | 17-Jul-18        | 15-Apr-18             | Cicirello, Anna Maria | Senior Manager    | \$ 575.00 | 4.50          | 2,587.50          | -                | 336.38           | 2,923.88          | -                                | -    | 4.50  | 2,587.50  | 336.38         | 2,923.88         | -               | -                | -                            | -                | -               | -                | -             | -                | -               | -                | - |
| 7000182529                         | 17-Jul-18        | 15-Apr-18             | Réthoré, Marcel       | Manager           | \$ 450.00 | 74.20         | 33,390.00         | -                | 4,340.70         | 37,730.70         | -                                | -    | 2.70  | 1,215.00  | 157.95         | 1,372.95         | -               | -                | -                            | -                | -               | -                | 4.50          | 2,587.50         | 336.38          | 2,923.88         |   |
| 7000182529                         | 17-Jul-18        | 15-Apr-18             | Oommen, Manoj         | Senior Consultant | \$ 300.00 | 68.50         | 20,550.00         | -                | 2,671.50         | 23,221.50         | -                                | -    | 6.00  | 1,800.00  | 234.00         | 2,034.00         | -               | -                | -                            | -                | -               | -                | 7.50          | 1,215.00         | 157.95          | 1,372.95         |   |
| 7000182529                         | 17-Jul-18        | 15-Apr-18             | Fennema, Nate         | Senior Consultant | \$ 300.00 | 70.80         | 21,240.00         | -                | 2,761.20         | 24,001.20         | -                                | -    | 5.00  | 1,500.00  | 195.00         | 1,695.00         | -               | -                | -                            | -                | -               | -                | 5.00          | 1,500.00         | 195.00          | 1,695.00         |   |
| 7000182529                         | 17-Jul-18        | 15-Apr-18             | Thalla-Joel, Jason    | Senior Consultant | \$ 300.00 | 42.00         | 12,600.00         | -                | 1,638.00         | 14,238.00         | -                                | -    | 39.80 | 11,940.00 | 1,552.20       | 13,492.20        | -               | -                | -                            | -                | -               | -                | 39.80         | 11,940.00        | 1,552.20        | 13,492.20        |   |
| 7000182529                         | 17-Jul-18        | 15-Apr-18             | Rzhevsky, Asya        | Technician        | \$ 225.00 | 2.20          | 495.00            | -                | 64.35            | 559.35            | -                                | -    | -     | -         | -              | -                | -               | -                | -                            | -                | -               | -                | -             | -                | -               | -                |   |
| 7000182529                         | 17-Jul-18        | 15-Apr-18             | Hang, Linh            | Technician        | \$ 225.00 | 11.00         | 2,475.00          | -                | 321.75           | 2,796.75          | -                                | -    | 11.00 | 2,475.00  | 321.75         | 2,796.75         | -               | -                | -                            | -                | -               | -                | 11.00         | 2,475.00         | 321.75          | 2,796.75         |   |
| 7000182529                         | 17-Jul-18        | 15-Apr-18             | Expenses              | Expenses          | \$ -      | -             | -                 | 480.16           | 62.43            | 542.59            | -                                | -    | -     | -         | -              | -                | -               | -                | -                            | -                | -               | -                | -             | -                | -               | -                |   |
| <b>7000182529</b>                  | <b>17-Jul-18</b> | <b>15-Apr-18</b>      | <b>Total</b>          |                   |           | <b>382.20</b> | <b>167,680.00</b> | <b>480.16</b>    | <b>21,860.83</b> | <b>190,020.99</b> | -                                | -    | -     | -         | <b>69.00</b>   | <b>21,517.50</b> | <b>2,797.28</b> | <b>24,314.78</b> | <b>7.25</b>                  | <b>4,193.75</b>  | <b>545.19</b>   | <b>4,738.94</b>  | <b>76.25</b>  | <b>25,711.25</b> | <b>3,342.46</b> | <b>29,053.71</b> |   |
| <b>Period April 16 to 30, 2018</b> |                  |                       |                       |                   |           |               |                   |                  |                  |                   |                                  |      |       |           |                |                  |                 |                  |                              |                  |                 |                  |               |                  |                 |                  |   |
| 7000182700                         | 18-Jul-18        | 30-Apr-18             | Gadia, Anamika        | Partner           | \$ 750.00 | 60.40         | 45,300.00         | -                | 5,889.00         | 51,189.00         | -                                | -    | -     | -         | 6.00           | 4,500.00         | 585.00          | 5,085.00         | 6.00                         | 4,500.00         | 585.00          | 5,085.00         | 6.00          | 4,500.00         | 585.00          | 5,085.00         |   |
| 7000182700                         | 18-Jul-18        | 30-Apr-18             | Hurowitz, Steven      | Partner           | \$ 950.00 | 4.00          | 3,800.00          | -                | 494.00           | 4,294.00          | -                                | -    | -     | -         | 4.00           | 3,800.00         | 494.00          | 4,294.00         | 4.00                         | 3,800.00         | 494.00          | 4,294.00         | 4.00          | 3,800.00         | 494.00          | 4,294.00         |   |
| 7000182700                         | 18-Jul-18        | 30-Apr-18             | Pietrantonio, Joseph  | Partner           | \$ 650.00 | 0.70          | 455.00            | -                | 59.15            | 514.15            | -                                | -    | -     | -         | -              | -                | -               | -                | -                            | -                | -               | -                | -             | -                | -               | -                |   |
| 7000182700                         | 18-Jul-18        | 30-Apr-18             | Bradley, Janine       | Senior Manager    | \$ 575.00 | 37.50         | 21,562.50         | -                | 2,803.13         | 24,365.63         | -                                | -    | 0.50  | 287.50    | 37.38          | 324.88           | -               | -                | -                            | -                | -               | -                | 4.00          | 2,300.00         | 299.00          | 2,599.00         |   |
| 7000182700                         | 18-Jul-18        | 30-Apr-18             | Cicirello, Anna Maria | Senior Manager    | \$ 575.00 | 3.20          | 1,840.00          | -                | 239.20           | 2,079.20          | -                                | -    | 3.20  | 1,840.00  | 239.20         | 2,079.20         | -               | -                | -                            | -                | -               | -                | 3.20          | 1,840.00         | 239.20          | 2,079.20         |   |
| 7000182700                         | 18-Jul-18        | 30-Apr-18             | Réthoré, Marcel       | Manager           | \$ 450.00 | 60.85         | 27,382.50         | -                | 3,559.73         | 30,942.23         | -                                | -    | 4.00  | 1,800.00  | 234.00         | 2,034.00         | -               | -                | -                            | -                | -               | -                | 4.50          | 2,025.00         | 263.25          | 2,288.25         |   |
| 7000182700                         | 18-Jul-18        | 30-Apr-18             | Oommen, Manoj         | Senior Consultant | \$ 300.00 | 78.00         | 23,400.00         | -                | 3,042.00         | 26,442.00         | -                                | -    | 2.00  | 600.00    | 78.00          | 678.00           | -               | -                | -                            | -                | -               | -                | 2.00          | 600.00           | 78.00           | 678.00           |   |
| 7000182700                         | 18-Jul-18        | 30-Apr-18             | Fennema, Nate         | Senior Consultant | \$ 300.00 | 69.10         | 20,730.00         | -                | 2,694.90         | 23,424.90         | -                                | -    | -     | -         | -              | -                | -               | -                | -                            | -                | -               | -                | -             | -                | -               | -                |   |
| 7000182700                         | 18-Jul-18        | 30-Apr-18             | Thalla-Joel, Jason    | Senior Consultant | \$ 300.00 | 47.00         | 14,100.00         | -                | 1,833.00         | 15,933.00         | -                                | -    | 47.00 | 14,100.00 | 1,833.00       | 15,933.00        | -               | -                | -                            | -                | -               | -                | 47.00         | 14,100.00        | 1,833.00        | 15,933.00        |   |
| 7000182700                         | 18-Jul-18        | 30-Apr-18             | Ellison, Jack         | Staff Accountant  | \$ 275.00 | 17.00         | 4,675.00          | -                | 607.75           | 5,282.75          | -                                | -    | 17.00 | 4,675.00  | 607.75         | 5,282.75         | -               | -                | -                            | -                | -               | -                | 17.00         | 4,675.00         | 607.75          | 5,282.75         |   |
| 7000182700                         | 18-Jul-18        | 30-Apr-18             | Rzhevsky, Asya        | Technician        | \$ 225.00 | 18.40         | 4,140.00          | -                | 538.20           | 4,678.20          | -                                | -    | -     | -         | -              | -                | -               | -                | -                            | -                | -               | -                | -             | -                | -               | -                |   |
| 7000182700                         | 18-Jul-18        | 30-Apr-18             | Hang, Linh            | Technician        | \$ 225.00 | 16.40         | 3,690.00          | -                | 479.70           | 4,169.70          | -                                | -    | 16.40 | 3,690.00  | 479.70         | 4,169.70         | -               | -                | -                            | -                | -               | -                | 16.40         | 3,690.00         | 479.70          | 4,169.70         |   |
| 7000182700                         | 18-Jul-18        | 30-Apr-18             | Expenses              | Expenses          | \$ -      | -             | -                 | 6,651.34         | 864.67           | 7,516.01          | -                                | -    | -     | -         | -              | -                | -               | -                | -                            | -                | -               | -                | -             | -                | -               | -                |   |
| <b>7000182700</b>                  | <b>18-Jul-18</b> | <b>30-Apr-18</b>      | <b>Total</b>          |                   |           | <b>412.55</b> | <b>171,075.00</b> | <b>6,651.34</b>  | <b>23,104.42</b> | <b>200,830.76</b> | -                                | -    | -     | -         | <b>88.10</b>   | <b>26,392.50</b> | <b>3,431.03</b> | <b>29,823.53</b> | <b>20.00</b>                 | <b>12,937.50</b> | <b>1,681.88</b> | <b>14,619.38</b> | <b>108.10</b> | <b>39,330.00</b> | <b>5,112.90</b> | <b>44,442.90</b> |   |
| <b>Period May 1 to 15, 2018</b>    |                  |                       |                       |                   |           |               |                   |                  |                  |                   |                                  |      |       |           |                |                  |                 |                  |                              |                  |                 |                  |               |                  |                 |                  |   |
| 7000213329                         | 9-Apr-19         | 15-May-18             | Gadia, Anamika        | Partner           | \$ 750.00 | 27.70         | 20,775.00         | -                | 2,700.75         | 23,475.75         | -                                | -    | -     | -         | 4.00           | 3,000.00         | 390.00          | 3,390.00         | 4.50                         | 3,375.00         | 438.75          | 3,813.75         | 4.50          | 3,375.00         | 438.75          | 3,813.75         |   |
| 7000213329                         | 9-Apr-19         | 15-May-18             | Hurowitz, Steven      | Partner           | \$ 950.00 | 2.50          | 2,375.00          | -                | 308.75           | 2,683.75          | -                                | -    | 0.50  | 375.00    | 48.75          | 423.75           | -               | -                | -                            | -                | -               | -                | 2.50          | 2,375.00         | 308.75          | 2,683.75         |   |
| 7000213329                         | 9-Apr-19         | 15-May-18             | Basden, Colleen       | Partner           | \$ 700.00 | 0.30          | 210.00            | -                | 27.30            | 237.30            | -                                | -    | 0.30  | 210.00    | 27.30          | 237.30           | -               | -                | -                            | -                | -               | -                | 0.30          | 210.00           | 27.30           | 237.30           |   |
| 7000213329                         | 9-Apr-19         | 15-May-18             | Bradley, Janine       | Senior Manager    | \$ 575.00 | 25.90         | 14,892.50         | -                | 1,936.03         | 16,828.53         | -                                | -    | 0.50  | 287.50    | 37.38          | 324.88           | -               | -                | -                            | -                | -               | -                | 2.00          | 1,150.00         | 149.50          | 1,299.50         |   |
| 7000213329                         | 9-Apr-19         | 15-May-18             | Cicirello, Anna Maria | Senior Manager    | \$ 575.00 | 15.40         | 8,855.00          | -                | 1,151.15         | 10,006.15         | -                                | -    | 15.40 | 8,855.00  | 1,151.15       | 10,006.15        | -               | -                | -                            | -                | -               | -                | 15.40         | 8,855.00         | 1,151.15        | 10,006.15        |   |
| 7000213329                         | 9-Apr-19         | 15-May-18             | Montgomery, Tim       | Senior Manager    | \$ 550.00 | 3.00          | 1,650.00          | -                | 214.50           | 1,864.50          | -                                | -    | -     | -         | -              | -                | -               | -                | -                            | -                | -               | -                | -             | -                | -               | -                |   |
| 7000213329                         | 9-Apr-19         | 15-May-18             | Réthoré, Marcel       | Manager           | \$ 450.00 | 45.40         | 20,430.00         | -                | 2,655.90         | 23,085.90         | -                                | -    | 4.50  | 2,025.00  | 263.25         | 2,288.25         | -               | -                | -                            | -                | -               | -                | 5.50          | 2,475.00         | 321.75          | 2,796.75         |   |
| 7000213329                         | 9-Apr-19         | 15-May-18             | Oommen, Manoj         | Senior Consultant | \$ 300.00 | 73.00         | 21,900.00         | -                | 2,847.00         | 24,747.00         | -                                | -    | -     | -         | -              | -                | -               | -                | -                            | -                | -               | -                | -             | -                | -               | -                |   |
| 7000213329                         | 9-Apr-19         | 15-May-18             | Fennema, Nate         | Senior Consultant | \$ 300.00 | 70.20         | 21,060.00         | -                | 2,737.80         | 23,797.80         | -                                | -    | -     | -         | -              | -                | -               | -                | -                            | -                | -               | -                | -             | -                | -               | -                |   |
| 7000213329                         | 9-Apr-19         | 15-May-18             | Thalla-Joel, Jason    | Senior Consultant | \$ 300.00 | 41.00         | 12,300.00         | -                | 1,599.00         | 13,899.00         | -                                | -    | 41.00 | 12,300.00 | 1,599.00       | 13,899.00        | -               | -                | -                            | -                | -               | -                | 41.00         | 12,300.00        | 1,599.00        | 13,899.00        |   |
| 7000213329                         | 9-Apr-19         | 15-May-18             | Rzhevsky, Asya        | Technician        | \$ 225.00 | 3.10          | 697.50            | -                | 90.68            | 788.18            | -                                | -    | -     | -         | -              | -                | -               | -                | -                            | -                | -               | -                | -             | -                | -               | -                |   |
| 7000213329                         | 9-Apr-19         | 15-May-18             | Hang, Linh            | Technician        | \$ 225.00 | 16.10         | 3,622.50          | -                | 470.93           | 4,093.43          | -                                | -    | 16.10 | 3,622.50  | 470.93         | 4,093.43         | -               | -                | -                            | -                | -               | -                | 16.10         | 3,622.50         | 470.93          | 4,093.43         |   |
| 7000213329                         | 9-Apr-19         | 15-May-18             | Expenses              | Expenses          | \$ -      | -             | -                 | 13,664.94        | 1,776.44         | 15,441.38         | -                                | -    | -     | -         | -              | -                | -               | -                | -                            | -                | -               | -                | -             | -                | -               | -                |   |
| <b>7000213329</b>                  | <b>9-Apr-19</b>  | <b>15-May-18</b>      | <b>Total</b>          |                   |           | <b>323.60</b> | <b>128,767.50</b> | <b>13,664.94</b> | <b>18,516.22</b> | <b>160,948.66</b> | -                                | -    | -     | -         | <b>78.30</b>   | <b>27,675.00</b> | <b>3,597.75</b> | <b>31,272.75</b> | <b>9.00</b>                  | <b>6,687.50</b>  | <b>869.38</b>   | <b>7,556.88</b>  | <b>87.30</b>  | <b>34,362.50</b> | <b>4,467.13</b> | <b>38,829.63</b> |   |
| <b>Period May 16 to 31, 2018</b>   |                  |                       |                       |                   |           |               |                   |                  |                  |                   |                                  |      |       |           |                |                  |                 |                  |                              |                  |                 |                  |               |                  |                 |                  |   |
| 7000213334                         | 9-Apr-19         | 31-May-18             | Gadia, Anamika        | Partner           | \$ 750.00 | 31.50         | 23,625.00         | -                | 3,071.25         | 26,696.25         | -                                | -    | 4.00  | 3,000.00  | 390.00         | 3,390.00         | -               | -                | -                            | -                | -               | 8.50             | 6,375.00      | 828.75           | 7,203.75        |                  |   |
| 7000213334                         | 9-Apr-19         | 31-May-18             | Hurowitz, Steven      | Partner           | \$ 950.00 | 5.50          | 5,225.00          | -                | 679.25           | 5,904.25          | -                                | -    | 5.50  | 5,225.00  | 679.25         | 5,904.25         | -               | -                | -                            | -                | -               | -                | 5.50          | 5,225.00         | 679.25          | 5,904.25         |   |
| 7000213334                         | 9-Apr-19         |                       |                       |                   |           |               |                   |                  |                  |                   |                                  |      |       |           |                |                  |                 |                  |                              |                  |                 |                  |               |                  |                 |                  |   |

Tarn Financial Corporation

Professional Fees incurred by the Liquidator as it relates to Trial, Forensics and Accounting/ Bookkeeping matters  
for the purposes of the Winding-Up Proceedings

|                            |              |                       |                       |                   |           | Amounts Involved |                   |                 |                  |                   | Trial and Trial Preparation Fees |      |     |       | Forensics Fees |                  |                 |                  | Accounting/ Bookkeeping Fees |                 |               |                 | Total        |                  |                 |                  | Grand Total  |                  |                 |                  |              |                  |                 |                  |              |                  |                 |                  |              |                  |                 |                  |
|----------------------------|--------------|-----------------------|-----------------------|-------------------|-----------|------------------|-------------------|-----------------|------------------|-------------------|----------------------------------|------|-----|-------|----------------|------------------|-----------------|------------------|------------------------------|-----------------|---------------|-----------------|--------------|------------------|-----------------|------------------|--------------|------------------|-----------------|------------------|--------------|------------------|-----------------|------------------|--------------|------------------|-----------------|------------------|--------------|------------------|-----------------|------------------|
| Invoice No.                | Invoice Date | Service Period Ending | Name                  | Position          | Rate      | Hours            | Fees              | Expenses        | HST              | Total             | Hours                            | Fees | HST | Total | Hours          | Fees             | HST             | Total            | Hours                        | Fees            | HST           | Total           | Hours        | Fees             | HST             | Total            | Hours        | Fees             | HST             | Total            |              |                  |                 |                  |              |                  |                 |                  |              |                  |                 |                  |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | Gadia, Anamika        | Partner           | \$ 750.00 | 50.40            | 37,800.00         | -               | 4,914.00         | 42,714.00         | -                                | -    | -   | -     | -              | -                | -               | -                | 0.50                         | 375.00          | 48.75         | 423.75          | 0.50         | 375.00           | 48.75           | 423.75           | 0.50         | 375.00           | 48.75           | 423.75           | 0.50         | 375.00           | 48.75           | 423.75           | 0.50         | 375.00           | 48.75           | 423.75           | 0.50         | 375.00           | 48.75           | 423.75           |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | Basden, Colleen       | Partner           | \$ 700.00 | 2.80             | 1,960.00          | -               | 254.80           | 2,214.80          | -                                | -    | -   | -     | 2.80           | 1,960.00         | 254.80          | 2,214.80         | -                            | -               | -             | -               | 2.80         | 1,960.00         | 254.80          | 2,214.80         | 2.80         | 1,960.00         | 254.80          | 2,214.80         | 2.80         | 1,960.00         | 254.80          | 2,214.80         | 2.80         | 1,960.00         | 254.80          | 2,214.80         | 2.80         | 1,960.00         | 254.80          | 2,214.80         |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | Bradley, Janine       | Senior Manager    | \$ 575.00 | 24.10            | 13,857.50         | -               | 1,801.48         | 15,658.98         | -                                | -    | -   | -     | 1.50           | 862.50           | 112.13          | 974.63           | -                            | -               | -             | -               | 1.50         | 862.50           | 112.13          | 974.63           | 1.50         | 862.50           | 112.13          | 974.63           | 1.50         | 862.50           | 112.13          | 974.63           | 1.50         | 862.50           | 112.13          | 974.63           | 1.50         | 862.50           | 112.13          | 974.63           |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | Cicirello, Anna Maria | Senior Manager    | \$ 575.00 | 20.70            | 11,902.50         | -               | 1,547.33         | 13,449.83         | -                                | -    | -   | -     | 9.60           | 5,520.00         | 717.60          | 6,237.60         | -                            | -               | -             | -               | 9.60         | 5,520.00         | 717.60          | 6,237.60         | 9.60         | 5,520.00         | 717.60          | 6,237.60         | 9.60         | 5,520.00         | 717.60          | 6,237.60         | 9.60         | 5,520.00         | 717.60          | 6,237.60         | 9.60         | 5,520.00         | 717.60          | 6,237.60         |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | Harmandayan, Sarkis   | Senior Manager    | \$ 575.00 | 3.00             | 1,725.00          | -               | 224.25           | 1,949.25          | -                                | -    | -   | -     | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                |                 |                  |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | Réthoré, Marcel       | Manager           | \$ 450.00 | 49.45            | 22,252.50         | -               | 2,892.83         | 25,145.33         | -                                | -    | -   | -     | 1.50           | 675.00           | 87.75           | 762.75           | -                            | -               | -             | -               | 1.50         | 675.00           | 87.75           | 762.75           | 3.00         | 1,350.00         | 175.50          | 1,525.50         | 3.00         | 1,350.00         | 175.50          | 1,525.50         | 3.00         | 1,350.00         | 175.50          | 1,525.50         | 3.00         | 1,350.00         | 175.50          | 1,525.50         |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | Wang, John            | Manager           | \$ 450.00 | 8.00             | 3,600.00          | -               | 468.00           | 4,068.00          | -                                | -    | -   | -     | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                |                 |                  |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | Oommen, Manoj         | Senior Consultant | \$ 300.00 | 72.00            | 21,600.00         | -               | 2,808.00         | 24,408.00         | -                                | -    | -   | -     | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            |                  |                 |                  |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | Fennema, Nate         | Senior Consultant | \$ 300.00 | 59.70            | 17,910.00         | -               | 2,328.30         | 20,238.30         | -                                | -    | -   | -     | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            |                  |                 |                  |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | Thalla-Joel, Jason    | Senior Consultant | \$ 300.00 | 37.50            | 11,250.00         | -               | 1,462.50         | 12,712.50         | -                                | -    | -   | -     | 24.00          | 7,200.00         | 936.00          | 8,136.00         | -                            | -               | -             | -               | 24.00        | 7,200.00         | 936.00          | 8,136.00         | 24.00        | 7,200.00         | 936.00          | 8,136.00         | 24.00        | 7,200.00         | 936.00          | 8,136.00         | 24.00        | 7,200.00         | 936.00          | 8,136.00         | 24.00        | 7,200.00         | 936.00          | 8,136.00         |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | Stewart, Madeleine    | Staff Accountant  | \$ 250.00 | 22.00            | 5,500.00          | -               | 715.00           | 6,215.00          | -                                | -    | -   | -     | 22.00          | 5,500.00         | 715.00          | 6,215.00         | -                            | -               | -             | -               | 22.00        | 5,500.00         | 715.00          | 6,215.00         | 22.00        | 5,500.00         | 715.00          | 6,215.00         | 22.00        | 5,500.00         | 715.00          | 6,215.00         | 22.00        | 5,500.00         | 715.00          | 6,215.00         | 22.00        | 5,500.00         | 715.00          | 6,215.00         |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | Chopowick, Annette    | Technician        | \$ 225.00 | 1.40             | 315.00            | -               | 40.95            | 355.95            | -                                | -    | -   | -     | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            |                  |                 |                  |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | Rzhevsky, Asya        | Technician        | \$ 225.00 | 4.80             | 1,080.00          | -               | 140.40           | 1,220.40          | -                                | -    | -   | -     | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            |                  |                 |                  |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | Expenses              | Expenses          |           |                  |                   | 1,046.99        | 136.11           | 1,183.10          | -                                | -    | -   | -     | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                |              |                  |                 |                  |
| 7000213335                 | 9-Apr-19     | 15-Jun-18             | <b>Total</b>          |                   |           | <b>355.85</b>    | <b>150,752.50</b> | <b>1,046.99</b> | <b>19,733.93</b> | <b>171,533.42</b> | -                                | -    | -   | -     | <b>61.40</b>   | <b>21,717.50</b> | <b>2,823.28</b> | <b>24,540.78</b> | <b>2.00</b>                  | <b>1,050.00</b> | <b>136.50</b> | <b>1,186.50</b> | <b>63.40</b> | <b>22,767.50</b> | <b>2,959.78</b> | <b>25,727.28</b> | <b>63.40</b> | <b>22,767.50</b> | <b>2,959.78</b> | <b>25,727.28</b> | <b>63.40</b> | <b>22,767.50</b> | <b>2,959.78</b> | <b>25,727.28</b> | <b>63.40</b> | <b>22,767.50</b> | <b>2,959.78</b> | <b>25,727.28</b> | <b>63.40</b> | <b>22,767.50</b> | <b>2,959.78</b> | <b>25,727.28</b> |
| Period June 16 to 30, 2018 |              |                       |                       |                   |           |                  |                   |                 |                  |                   |                                  |      |     |       |                |                  |                 |                  |                              |                 |               |                 |              |                  |                 |                  |              |                  |                 |                  |              |                  |                 |                  |              |                  |                 |                  |              |                  |                 |                  |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Gadia, Anamika        | Partner           | \$ 750.00 | 55.90            | 41,925.00         | -               | 5,450.25         | 47,375.25         | -                                | -    | -   | -     | 1.00           | 750.00           | 97.50           | 847.50           | -                            | -               | -             | -               | 1.00         | 750.00           | 97.50           | 847.50           | 2.00         | 1,500.00         | 195.00          | 1,695.00         | 2.00         | 1,500.00         | 195.00          | 1,695.00         | 2.00         | 1,500.00         | 195.00          | 1,695.00         | 2.00         | 1,500.00         | 195.00          | 1,695.00         |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Basden, Colleen       | Partner           | \$ 700.00 | 2.50             | 1,750.00          | -               | 227.50           | 1,977.50          | -                                | -    | -   | -     | 2.50           | 1,750.00         | 227.50          | 1,977.50         | -                            | -               | -             | -               | 2.50         | 1,750.00         | 227.50          | 1,977.50         | 2.50         | 1,750.00         | 227.50          | 1,977.50         | 2.50         | 1,750.00         | 227.50          | 1,977.50         | 2.50         | 1,750.00         | 227.50          | 1,977.50         | 2.50         | 1,750.00         | 227.50          | 1,977.50         |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Rostant, Derek        | Associate Partner | \$ 700.00 | 2.50             | 1,750.00          | -               | 227.50           | 1,977.50          | -                                | -    | -   | -     | 2.50           | 1,750.00         | 227.50          | 1,977.50         | -                            | -               | -             | -               | 2.50         | 1,750.00         | 227.50          | 1,977.50         | 2.50         | 1,750.00         | 227.50          | 1,977.50         | 2.50         | 1,750.00         | 227.50          | 1,977.50         | 2.50         | 1,750.00         | 227.50          | 1,977.50         | 2.50         | 1,750.00         | 227.50          | 1,977.50         |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Bradley, Janine       | Senior Manager    | \$ 575.00 | 44.50            | 25,587.50         | -               | 3,326.38         | 28,913.88         | -                                | -    | -   | -     | 8.00           | 4,800.00         | 598.00          | 5,398.00         | -                            | -               | -             | -               | 0.75         | 431.25           | 56.06           | 487.31           | 8.75         | 5,031.25         | 654.06          | 5,685.31         | 8.75         | 5,031.25         | 654.06          | 5,685.31         | 8.75         | 5,031.25         | 654.06          | 5,685.31         | 8.75         | 5,031.25         | 654.06          | 5,685.31         |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Cicirello, Anna Maria | Senior Manager    | \$ 575.00 | 9.10             | 5,232.50          | -               | 680.23           | 5,912.73          | -                                | -    | -   | -     | 9.10           | 5,232.50         | 680.23          | 5,912.73         | -                            | -               | -             | -               | 9.10         | 5,232.50         | 680.23          | 5,912.73         | 9.10         | 5,232.50         | 680.23          | 5,912.73         | 9.10         | 5,232.50         | 680.23          | 5,912.73         | 9.10         | 5,232.50         | 680.23          | 5,912.73         | 9.10         | 5,232.50         | 680.23          | 5,912.73         |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Bourikas, George      | Senior Manager    | \$ 550.00 | 4.50             | 2,475.00          | -               | 321.75           | 2,796.75          | -                                | -    | -   | -     | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            |                  |                 |                  |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Montgomery, Tim       | Senior Manager    | \$ 550.00 | 4.60             | 2,530.00          | -               | 328.90           | 2,858.90          | -                                | -    | -   | -     | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                |              |                  |                 |                  |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Réthoré, Marcel       | Manager           | \$ 450.00 | 79.95            | 35,977.50         | -               | 4,677.08         | 40,654.58         | -                                | -    | -   | -     | 3.00           | 1,350.00         | 175.50          | 1,525.50         | -                            | -               | -             | -               | 3.00         | 1,350.00         | 175.50          | 1,525.50         | 3.00         | 1,350.00         | 175.50          | 1,525.50         | 3.00         | 1,350.00         | 175.50          | 1,525.50         | 3.00         | 1,350.00         | 175.50          | 1,525.50         | 3.00         | 1,350.00         | 175.50          | 1,525.50         |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Wang, John            | Manager           | \$ 450.00 | 12.00            | 5,400.00          | -               | 702.00           | 6,102.00          | -                                | -    | -   | -     | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            |                  |                 |                  |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Dedic, Sven           | Manager           | \$ 450.00 | 5.00             | 2,250.00          | -               | 292.50           | 2,542.50          | -                                | -    | -   | -     | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                |              |                  |                 |                  |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Oommen, Manoj         | Senior Consultant | \$ 300.00 | 88.00            | 26,400.00         | -               | 3,432.00         | 29,832.00         | -                                | -    | -   | -     | 2.00           | 600.00           | 78.00           | 678.00           | -                            | -               | -             | -               | 2.00         | 600.00           | 78.00           | 678.00           | 2.00         | 600.00           | 78.00           | 678.00           | 2.00         | 600.00           | 78.00           | 678.00           | 2.00         | 600.00           | 78.00           | 678.00           | 2.00         | 600.00           | 78.00           | 678.00           |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Fennema, Nate         | Senior Consultant | \$ 300.00 | 65.60            | 19,680.00         | -               | 2,558.40         | 22,238.40         | -                                | -    | -   | -     | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                |              |                  |                 |                  |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Jahja, Nerina         | Senior Consultant | \$ 300.00 | 4.00             | 1,200.00          | -               | 156.00           | 1,356.00          | -                                | -    | -   | -     | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               |                  |              |                  |                 |                  |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Burstein, Zack        | Senior Consultant | \$ 300.00 | 16.30            | 4,890.00          | -               | 635.70           | 5,525.70          | -                                | -    | -   | -     | -              | -                | -               | -                | -                            | -               | -             | -               | 7.20         | 2,160.00         | 280.80          | 2,440.80         | 7.20         | 2,160.00         | 280.80          | 2,440.80         | 7.20         | 2,160.00         | 280.80          | 2,440.80         | 7.20         | 2,160.00         | 280.80          | 2,440.80         | 7.20         | 2,160.00         | 280.80          | 2,440.80         |
| 7000213355                 | 9-Apr-19     | 30-Jun-18             | Thalla-Joel, Jason    | Senior Consultant | \$ 300.00 | 13.50            | 4,0               |                 |                  |                   |                                  |      |     |       |                |                  |                 |                  |                              |                 |               |                 |              |                  |                 |                  |              |                  |                 |                  |              |                  |                 |                  |              |                  |                 |                  |              |                  |                 |                  |

Tarn Financial Corporation

Professional Fees Incurred by the Liquidator as it relates to Trial, Forensics and Accounting/ Bookkeeping matters for the purposes of the Winding-Up Proceedings

| Invoice No.                           | Invoice Date | Service Period Ending | Name                  | Position          | Rate      | Hours         | Amounts Involved  |                 | Total            | Trial and Trial Preparation Fees |          |          |          | Forensics Fees |               |                   |                  | Accounting/ Bookkeeping Fees |             |                 |               | Total           |               |                   |                  |                   |
|---------------------------------------|--------------|-----------------------|-----------------------|-------------------|-----------|---------------|-------------------|-----------------|------------------|----------------------------------|----------|----------|----------|----------------|---------------|-------------------|------------------|------------------------------|-------------|-----------------|---------------|-----------------|---------------|-------------------|------------------|-------------------|
|                                       |              |                       |                       |                   |           |               | Expenses          | HST             |                  | Hours                            | Fees     | HST      | Total    | Hours          | Fees          | HST               | Total            | Hours                        | Fees        | HST             | Total         | Hours           | Total Fees    | HST               | Grand Total      |                   |
| <b>Period July 16 to 31, 2018</b>     |              |                       |                       |                   |           |               |                   |                 |                  | -                                | -        | -        | -        | 0.50           | 375.00        | 48.75             | 423.75           | 1.25                         | 937.50      | 121.88          | 1,059.38      | 1.75            | 1,312.50      | 170.63            | 1,483.13         |                   |
| 8002483733                            | 9-Apr-19     | 31-Jul-18             | Gadia, Anamika        | Partner           | \$ 750.00 | 24.40         | 18,300.00         |                 | 2,379.00         | 20,679.00                        | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 8002483733                            | 9-Apr-19     | 31-Jul-18             | Bradley, Janine       | Senior Manager    | \$ 575.00 | 30.10         | 17,307.50         |                 | 2,249.98         | 19,557.48                        | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 8002483733                            | 9-Apr-19     | 31-Jul-18             | Réthoré, Marcel       | Manager           | \$ 450.00 | 61.30         | 27,585.00         |                 | 3,586.05         | 31,171.05                        | -        | -        | -        | -              | 2.30          | 1,035.00          | 134.55           | 1,169.55                     | 1.50        | 862.50          | 112.13        | 974.63          | 2.30          | 1,035.00          | 134.55           | 1,169.55          |
| 8002483733                            | 9-Apr-19     | 31-Jul-18             | Oommen, Manoj         | Senior Consultant | \$ 300.00 | 83.00         | 24,900.00         |                 | 3,237.00         | 28,137.00                        | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 8002483733                            | 9-Apr-19     | 31-Jul-18             | Chopowick, Annette    | Technician        | \$ 225.00 | 31.90         | 7,177.50          |                 | 933.08           | 8,110.58                         | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 8002483733                            | 9-Apr-19     | 31-Jul-18             | Rzhevsky, Asya        | Technician        | \$ 225.00 | 13.80         | 3,105.00          |                 | 403.65           | 3,508.65                         | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 8002483733                            | 9-Apr-19     | 31-Jul-18             | Prince, Stefanie      | Administrative    | \$ 100.00 | 10.30         | 1,030.00          |                 | 133.90           | 1,163.90                         | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 8002483733                            | 9-Apr-19     | 31-Jul-18             | Expenses              | Expenses          |           |               |                   | 2,555.02        | 332.15           | 2,887.17                         | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 8002483733                            | 9-Apr-19     | 31-Jul-18             | <b>Total</b>          |                   |           | <b>254.80</b> | <b>99,405.00</b>  | <b>2,555.02</b> | <b>13,254.80</b> | <b>115,214.82</b>                | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b>       | <b>5.05</b>   | <b>2,835.00</b>   | <b>368.55</b>    | <b>3,203.55</b>              | <b>5.55</b> | <b>3,210.00</b> | <b>417.30</b> | <b>3,627.30</b> | <b>5.55</b>   | <b>3,210.00</b>   | <b>417.30</b>    | <b>3,627.30</b>   |
| <b>Period August 1 to 15, 2018</b>    |              |                       |                       |                   |           |               |                   |                 |                  | -                                | -        | -        | -        | 9.80           | 7,350.00      | 955.50            | 8,305.50         | 3.75                         | 2,812.50    | 365.63          | 3,178.13      | 13.55           | 10,162.50     | 1,321.13          | 11,483.63        |                   |
| 7000213347                            | 9-Apr-19     | 15-Aug-18             | Gadia, Anamika        | Partner           | \$ 750.00 | 24.30         | 18,225.00         |                 | 2,369.25         | 20,594.25                        | -        | -        | -        | -              | 1.00          | 700.00            | 91.00            | 791.00                       | 1.00        | 700.00          | 91.00         | 791.00          | 1.00          | 700.00            | 91.00            | 791.00            |
| 7000213347                            | 9-Apr-19     | 15-Aug-18             | Basden, Colleen       | Partner           | \$ 700.00 | 1.00          | 700.00            |                 | 91.00            | 791.00                           | -        | -        | -        | -              | 3.00          | 1,725.00          | 224.25           | 1,949.25                     | 3.00        | 1,725.00        | 224.25        | 1,949.25        | 3.00          | 1,725.00          | 224.25           | 1,949.25          |
| 7000213347                            | 9-Apr-19     | 15-Aug-18             | Bradley, Janine       | Senior Manager    | \$ 575.00 | 14.30         | 8,222.50          |                 | 1,068.93         | 9,291.43                         | -        | -        | -        | -              | 9.90          | 5,692.50          | 740.03           | 6,432.53                     | 9.90        | 5,692.50        | 740.03        | 6,432.53        | 9.90          | 5,692.50          | 740.03           | 6,432.53          |
| 7000213347                            | 9-Apr-19     | 15-Aug-18             | Cicirello, Anna Maria | Senior Manager    | \$ 575.00 | 9.90          | 5,692.50          |                 | 740.03           | 6,432.53                         | -        | -        | -        | -              | 9.00          | 4,050.00          | 526.50           | 4,576.50                     | 1.50        | 675.00          | 87.75         | 762.75          | 10.50         | 4,725.00          | 614.25           | 5,339.25          |
| 7000213347                            | 9-Apr-19     | 15-Aug-18             | Réthoré, Marcel       | Manager           | \$ 450.00 | 49.00         | 22,050.00         |                 | 2,866.50         | 24,916.50                        | -        | -        | -        | -              | 20.50         | 6,150.00          | 799.50           | 6,949.50                     | 20.50       | 6,150.00        | 799.50        | 6,949.50        | 20.50         | 6,150.00          | 799.50           | 6,949.50          |
| 7000213347                            | 9-Apr-19     | 15-Aug-18             | Oommen, Manoj         | Senior Consultant | \$ 300.00 | 65.25         | 19,575.00         |                 | 2,544.75         | 22,119.75                        | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 7000213347                            | 9-Apr-19     | 15-Aug-18             | Thalla-Joel, Jason    | Senior Consultant | \$ 300.00 | 20.50         | 6,150.00          |                 | 799.50           | 6,949.50                         | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 7000213347                            | 9-Apr-19     | 15-Aug-18             | Chopowick, Annette    | Technician        | \$ 225.00 | 3.90          | 877.50            |                 | 114.08           | 991.58                           | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 7000213347                            | 9-Apr-19     | 15-Aug-18             | Rzhevsky, Asya        | Technician        | \$ 225.00 | 4.40          | 990.00            |                 | 128.70           | 1,118.70                         | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 7000213347                            | 9-Apr-19     | 15-Aug-18             | <b>Total</b>          |                   |           | <b>192.55</b> | <b>82,482.50</b>  | <b>-</b>        | <b>10,722.73</b> | <b>93,205.23</b>                 | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b>       | <b>53.20</b>  | <b>25,667.50</b>  | <b>3,336.78</b>  | <b>29,004.28</b>             | <b>5.25</b> | <b>3,487.50</b> | <b>453.38</b> | <b>3,940.88</b> | <b>58.45</b>  | <b>29,155.00</b>  | <b>3,790.15</b>  | <b>32,945.15</b>  |
| <b>Period August 16 to 31, 2018</b>   |              |                       |                       |                   |           |               |                   |                 |                  | -                                | -        | -        | -        | 46.50          | 34,875.00     | 4,533.75          | 39,408.75        | 0.20                         | 150.00      | 19.50           | 169.50        | 46.70           | 35,025.00     | 4,553.25          | 39,578.25        |                   |
| 7000213350                            | 9-Apr-19     | 31-Aug-18             | Gadia, Anamika        | Partner           | \$ 750.00 | 65.60         | 49,200.00         |                 | 6,396.00         | 55,596.00                        | -        | -        | -        | -              | 7.40          | 5,180.00          | 673.40           | 5,853.40                     | 7.40        | 5,180.00        | 673.40        | 5,853.40        | 7.40          | 5,180.00          | 673.40           | 5,853.40          |
| 7000213350                            | 9-Apr-19     | 31-Aug-18             | Basden, Colleen       | Partner           | \$ 700.00 | 7.40          | 5,180.00          |                 | 673.40           | 5,853.40                         | -        | -        | -        | -              | 5.10          | 2,932.50          | 361.23           | 3,313.73                     | 0.50        | 287.50          | 37.38         | 324.88          | 5.60          | 3,220.00          | 418.60           | 3,638.60          |
| 7000213350                            | 9-Apr-19     | 31-Aug-18             | Bradley, Janine       | Senior Manager    | \$ 575.00 | 12.80         | 7,360.00          |                 | 956.80           | 8,316.80                         | -        | -        | -        | -              | 38.00         | 21,850.00         | 2,840.50         | 24,690.50                    | 38.00       | 21,850.00       | 2,840.50      | 24,690.50       | 38.00         | 21,850.00         | 2,840.50         | 24,690.50         |
| 7000213350                            | 9-Apr-19     | 31-Aug-18             | Cicirello, Anna Maria | Senior Manager    | \$ 575.00 | 38.00         | 21,850.00         |                 | 2,840.50         | 24,690.50                        | -        | -        | -        | -              | 72.70         | 32,715.00         | 4,252.95         | 36,967.95                    | 2.00        | 900.00          | 117.00        | 1,017.00        | 74.70         | 33,615.00         | 4,369.95         | 37,984.95         |
| 7000213350                            | 9-Apr-19     | 31-Aug-18             | Réthoré, Marcel       | Manager           | \$ 450.00 | 87.35         | 39,307.50         |                 | 5,109.98         | 44,417.48                        | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 7000213350                            | 9-Apr-19     | 31-Aug-18             | Oommen, Manoj         | Senior Consultant | \$ 300.00 | 40.25         | 12,075.00         |                 | 1,569.75         | 13,644.75                        | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 7000213350                            | 9-Apr-19     | 31-Aug-18             | Jahja, Nerina         | Senior Consultant | \$ 300.00 | 0.80          | 240.00            |                 | 31.20            | 271.20                           | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 7000213350                            | 9-Apr-19     | 31-Aug-18             | Thalla-Joel, Jason    | Senior Consultant | \$ 300.00 | 56.20         | 16,860.00         |                 | 2,191.80         | 19,051.80                        | -        | -        | -        | -              | 56.20         | 16,860.00         | 2,191.80         | 19,051.80                    | 56.20       | 16,860.00       | 2,191.80      | 19,051.80       | 56.20         | 16,860.00         | 2,191.80         | 19,051.80         |
| 7000213350                            | 9-Apr-19     | 31-Aug-18             | Vujanovic, Mario      | Staff Accountant  | \$ 250.00 | 3.00          | 750.00            |                 | 97.50            | 847.50                           | -        | -        | -        | -              | 3.00          | 750.00            | 97.50            | 847.50                       | 3.00        | 750.00          | 97.50         | 847.50          | 3.00          | 750.00            | 97.50            | 847.50            |
| 7000213350                            | 9-Apr-19     | 31-Aug-18             | Chopowick, Annette    | Technician        | \$ 225.00 | 32.90         | 7,402.50          |                 | 962.33           | 8,364.83                         | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 7000213350                            | 9-Apr-19     | 31-Aug-18             | Rzhevsky, Asya        | Technician        | \$ 225.00 | 67.28         | 584.78            |                 | 67.28            | 584.78                           | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 7000213350                            | 9-Apr-19     | 31-Aug-18             | Expenses              | Expenses          |           | 2.30          | 517.50            | 177.65          | 23.09            | 200.74                           | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 7000213350                            | 9-Apr-19     | 31-Aug-18             | <b>Total</b>          |                   |           | <b>346.60</b> | <b>160,742.50</b> | <b>177.65</b>   | <b>20,919.62</b> | <b>181,839.77</b>                | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b>       | <b>228.90</b> | <b>115,162.50</b> | <b>14,971.13</b> | <b>130,133.63</b>            | <b>2.70</b> | <b>1,337.50</b> | <b>173.88</b> | <b>1,511.38</b> | <b>231.60</b> | <b>116,500.00</b> | <b>15,145.00</b> | <b>131,645.00</b> |
| <b>Period September 1 to 15, 2018</b> |              |                       |                       |                   |           |               |                   |                 |                  | -                                | -        | -        | -        | 0.20           | 150.00        | 19.50             | 169.50           | 0.80                         | 600.00      | 78.00           | 678.00        | 1.00            | 750.00        | 97.50             | 847.50           |                   |
| 7000213351                            | 9-Apr-19     | 15-Sep-18             | Gadia, Anamika        | Partner           | \$ 750.00 | 8.50          | 6,375.00          |                 | 828.75           | 7,203.75                         | -        | -        | -        | -              | 1.00          | 575.00            | 74.75            | 649.75                       | 1.00        | 575.00          | 74.75         | 649.75          | 1.00          | 575.00            | 74.75            | 649.75            |
| 7000213351                            | 9-Apr-19     | 15-Sep-18             | Bradley, Janine       | Senior Manager    | \$ 575.00 | 5.30          | 3,047.50          |                 | 396.18           | 3,443.68                         | -        | -        | -        | -              | 1.00          | 575.00            | 74.75            | 649.75                       | 1.00        | 575.00          | 74.75         | 649.75          | 1.00          | 575.00            | 74.75            | 649.75            |
| 7000213351                            | 9-Apr-19     | 15-Sep-18             | Cicirello, Anna Maria | Senior Manager    | \$ 575.00 | 1.00          | 575.00            |                 | 74.75            | 649.75                           | -        | -        | -        | -              | 1.00          | 575.00            | 74.75            | 649.75                       | 1.00        | 575.00          | 74.75         | 649.75          | 1.00          | 575.00            | 74.75            | 649.75            |
| 7000213351                            | 9-Apr-19     | 15-Sep-18             | Réthoré, Marcel       | Manager           | \$ 450.00 | 32.50         | 14,625.00         |                 | 1,901.25         | 16,526.25                        | -        | -        | -        | -              | 4.50          | 2,025.00          | 263.25           | 2,288.25                     | 5.50        | 2,475.00        | 321.75        | 2,796.75        | 5.50          | 2,475.00          | 321.75           | 2,796.75          |
| 7000213351                            | 9-Apr-19     | 15-Sep-18             | Oommen, Manoj         | Senior Consultant | \$ 300.00 | 35.00         | 10,500.00         |                 | 1,365.00         | 11,865.00                        | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 7000213351                            | 9-Apr-19     | 15-Sep-18             | Thalla-Joel, Jason    | Senior Consultant | \$ 300.00 | 9.00          | 2,700.00          |                 | 351.00           | 3,051.00                         | -        | -        | -        | -              | 9.00          | 2,700.00          | 351.00           | 3,051.00                     | 9.00        | 2,700.00        | 351.00        | 3,051.00        | 9.00          | 2,700.00          | 351.00           | 3,051.00          |
| 7000213351                            | 9-Apr-19     | 15-Sep-18             | Chopowick, Annette    | Technician        | \$ 225.00 | 1.10          | 247.50            |                 | 32.18            | 279.68                           | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 7000213351                            | 9-Apr-19     | 15-Sep-18             | Hang, Linh            | Technician        | \$ 225.00 | 2.30          | 517.50            |                 | 67.28            | 584.78                           | -        | -        | -        | -              | 2.30          | 517.50            | 67.28            | 584.78                       | 2.30        | 517.50          | 67.28         | 584.78          | 2.30          | 517.50            | 67.28            | 584.78            |
| 7000213351                            | 9-Apr-19     | 15-Sep-18             | Expenses              | Expenses          |           |               |                   | 1,177.34        | 153.05           | 1,330.39                         | -        | -        | -        | -              | -             | -                 | -                | -                            | -           | -               | -             | -               | -             | -                 | -                | -                 |
| 7000213351                            | 9-Apr-19     | 15-Sep-18             | <b>Total</b>          |                   |           | <b>94.70</b>  | <b>38,587.50</b>  | <b>1,177.34</b> | <b>5,169.43</b>  | <b>44,934.27</b>                 | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b>       | <b>13.50</b>  | <b>4,392.50</b>   | <b>571.03</b>    | <b>4,963.53</b>              | <b>6.30</b> | <b>3,200.00</b> | <b>416.00</b> | <b>3,616.00</b> | <b>19.80</b>  | <b>7,592.50</b>   | <b>987.03</b>    | <b>8,579.53</b>   |
| <b>Period September </b>              |              |                       |                       |                   |           |               |                   |                 |                  |                                  |          |          |          |                |               |                   |                  |                              |             |                 |               |                 |               |                   |                  |                   |

**Tarn Financial Corporation**

**Professional Fees incurred by the Liquidator as it relates to Trial, Forensics and Accounting/ Bookkeeping matters for the purposes of the Winding-Up Proceedings**

| Invoice No.                            | Invoice Date | Service Period Ending | Name                  | Position           | Rate      | Hours         | Fees              | Expenses      | HST              | Total             |
|--|--------------|-----------------------|-----------------------|--------------------|-----------|---------------|-------------------|---------------|------------------|-------------------|
| <b>Period October 1 to 15, 2018</b>    |              |                       |                       |                    |           |               |                   |               |                  |                   |
| 7000213374                             | 9-Apr-19     | 15-Oct-18             | Gadla, Anamika        | Partner            | \$ 750.00 | 8.60          | 6,450.00          |               | 838.50           | 7,288.50          |
| 7000213374                             | 9-Apr-19     | 15-Oct-18             | R  thor  , Marcel     | Senior Manager     | \$ 550.00 | 17.30         | 9,515.00          |               | 1,236.95         | 10,751.95         |
| 7000213374                             | 9-Apr-19     | 15-Oct-18             | Oommen, Manoj         | Senior Consultant  | \$ 325.00 | 36.50         | 11,862.50         |               | 1,542.13         | 13,404.63         |
| 7000213374                             | 9-Apr-19     | 15-Oct-18             | Chopowick, Annette    | Technician         | \$ 225.00 | 4.50          | 1,012.50          |               | 131.63           | 1,144.13          |
| 7000213374                             | 9-Apr-19     | 15-Oct-18             | Hang, Linh            | Technician         | \$ 225.00 | 26.60         | 5,985.00          |               | 778.05           | 6,763.05          |
| 7000213374                             | 9-Apr-19     | 15-Oct-18             | <b>Total</b>          |                    |           | <b>93.50</b>  | <b>34,825.00</b>  | <b>-</b>      | <b>4,527.25</b>  | <b>39,352.25</b>  |
| <b>Period October 16 to 30, 2018</b>   |              |                       |                       |                    |           |               |                   |               |                  |                   |
| 7000213375                             | 9-Apr-19     | 30-Oct-18             | Gadla, Anamika        | Partner            | \$ 750.00 | 29.20         | 21,900.00         |               | 2,847.00         | 24,747.00         |
| 7000213375                             | 9-Apr-19     | 30-Oct-18             | Cicirello, Anna Maria | Senior Manager     | \$ 575.00 | 2.70          | 1,552.50          |               | 201.83           | 1,754.33          |
| 7000213375                             | 9-Apr-19     | 30-Oct-18             | R  thor  , Marcel     | Senior Manager     | \$ 550.00 | 62.65         | 34,457.50         |               | 4,479.48         | 38,936.98         |
| 7000213375                             | 9-Apr-19     | 30-Oct-18             | Oommen, Manoj         | Senior Consultant  | \$ 325.00 | 20.50         | 6,662.50          |               | 866.13           | 7,528.63          |
| 7000213375                             | 9-Apr-19     | 30-Oct-18             | Chopowick, Annette    | Technician         | \$ 225.00 | 14.20         | 3,195.00          |               | 415.35           | 3,610.35          |
| 7000213375                             | 9-Apr-19     | 30-Oct-18             | Hang, Linh            | Technician         | \$ 225.00 | 10.90         | 2,452.50          |               | 318.83           | 2,771.33          |
| 7000213375                             | 9-Apr-19     | 30-Oct-19             | <b>Total</b>          |                    |           | <b>140.15</b> | <b>70,220.00</b>  | <b>-</b>      | <b>9,128.60</b>  | <b>79,348.60</b>  |
| <b>Period November 1 to 15, 2018</b>   |              |                       |                       |                    |           |               |                   |               |                  |                   |
| 7000213384                             | 9-Apr-19     | 30-Oct-18             | Gadla, Anamika        | Partner            | \$ 750.00 | 8.80          | 6,600.00          |               | 858.00           | 7,458.00          |
| 7000213384                             | 9-Apr-19     | 30-Oct-18             | Cicirello, Anna Maria | Senior Manager     | \$ 575.00 | 4.40          | 2,530.00          |               | 328.90           | 2,858.90          |
| 7000213384                             | 9-Apr-19     | 30-Oct-18             | R  thor  , Marcel     | Senior Manager     | \$ 550.00 | 22.35         | 12,292.50         |               | 1,598.03         | 13,890.53         |
| 7000213384                             | 9-Apr-19     | 30-Oct-18             | Oommen, Manoj         | Senior Consultant  | \$ 325.00 | 20.50         | 6,662.50          |               | 866.13           | 7,528.63          |
| 7000213384                             | 9-Apr-19     | 30-Oct-18             | Thalla-Joel, Jason    | Senior Consultant  | \$ 325.00 | 7.70          | 2,502.50          |               | 325.33           | 2,827.83          |
| 7000213384                             | 9-Apr-19     | 30-Oct-18             | Chopowick, Annette    | Technician         | \$ 225.00 | 7.00          | 1,575.00          |               | 204.75           | 1,779.75          |
| 7000213384                             | 9-Apr-19     | 30-Oct-18             | <b>Total</b>          |                    |           | <b>70.75</b>  | <b>32,162.50</b>  | <b>-</b>      | <b>4,181.13</b>  | <b>36,343.63</b>  |
| <b>Period November 16 to 30, 2018</b>  |              |                       |                       |                    |           |               |                   |               |                  |                   |
| 7000213385                             | 9-Apr-19     | 30-Nov-18             | Gadla, Anamika        | Partner            | \$ 750.00 | 5.90          | 4,425.00          |               | 575.25           | 5,000.25          |
| 7000213385                             | 9-Apr-19     | 30-Nov-18             | Cicirello, Anna Maria | Senior Manager     | \$ 575.00 | 2.20          | 1,265.00          |               | 164.45           | 1,429.45          |
| 7000213385                             | 9-Apr-19     | 30-Nov-18             | R  thor  , Marcel     | Senior Manager     | \$ 550.00 | 28.95         | 15,922.50         |               | 2,069.93         | 17,992.43         |
| 7000213385                             | 9-Apr-19     | 30-Nov-18             | Oommen, Manoj         | Senior Consultant  | \$ 325.00 | 29.00         | 9,425.00          |               | 1,225.25         | 10,650.25         |
| 7000213385                             | 9-Apr-19     | 30-Nov-18             | Chopowick, Annette    | Technician         | \$ 225.00 | 3.60          | 810.00            |               | 105.30           | 915.30            |
| 7000213385                             | 9-Apr-19     | 30-Nov-18             | <b>Total</b>          |                    |           | <b>69.65</b>  | <b>31,847.50</b>  | <b>-</b>      | <b>4,140.18</b>  | <b>35,987.68</b>  |
| <b>Period December 1 to 31, 2018</b>   |              |                       |                       |                    |           |               |                   |               |                  |                   |
| 8002483718                             | 9-Apr-19     | 31-Dec-18             | Gadla, Anamika        | Partner            | \$ 750.00 | 8.40          | 6,300.00          |               | 819.00           | 7,119.00          |
| 8002483718                             | 9-Apr-19     | 31-Dec-18             | Bradley, Janine       | Senior Manager     | \$ 575.00 | 2.50          | 1,437.50          |               | 186.88           | 1,624.38          |
| 8002483718                             | 9-Apr-19     | 31-Dec-18             | R  thor  , Marcel     | Senior Manager     | \$ 550.00 | 42.00         | 23,100.00         |               | 3,003.00         | 26,103.00         |
| 8002483718                             | 9-Apr-19     | 31-Dec-18             | Oommen, Manoj         | Senior Consultant  | \$ 325.00 | 46.00         | 14,950.00         |               | 1,943.50         | 16,893.50         |
| 8002483718                             | 9-Apr-19     | 31-Dec-18             | Chopowick, Annette    | Technician         | \$ 225.00 | 4.40          | 990.00            |               | 128.70           | 1,118.70          |
| 8002483718                             | 9-Apr-19     | 31-Dec-18             | <b>Total</b>          |                    |           | <b>103.30</b> | <b>46,777.50</b>  | <b>-</b>      | <b>6,081.08</b>  | <b>52,858.58</b>  |
| <b>Period January 1 to 31, 2019</b>    |              |                       |                       |                    |           |               |                   |               |                  |                   |
| 8003319622                             | 5-Nov-20     | 31-Jan-19             | Gadla, Anamika        | Partner            | \$ 990.00 | 19.10         | 18,909.00         |               | 2,458.17         | 21,367.17         |
| 8003319622                             | 5-Nov-20     | 31-Jan-19             | Cicirello, Anna Maria | Senior Manager     | \$ 855.00 | 1.50          | 1,282.50          |               | 166.73           | 1,449.23          |
| 8003319622                             | 5-Nov-20     | 31-Jan-19             | R  thor  , Marcel     | Senior Manager     | \$ 730.00 | 46.40         | 33,872.00         |               | 4,403.36         | 38,275.36         |
| 8003319622                             | 5-Nov-20     | 31-Jan-19             | Oommen, Manoj         | Manager            | \$ 425.00 | 51.00         | 21,675.00         |               | 2,817.75         | 24,492.75         |
| 8003319622                             | 5-Nov-20     | 31-Jan-19             | Hang, Linh            | Technician         | \$ 325.00 | 0.40          | 130.00            |               | 16.90            | 146.90            |
| 8003319622                             | 5-Nov-20     | 31-Jan-19             | Chopowick, Annette    | Technician         | \$ 275.00 | 10.60         | 2,915.00          |               | 378.95           | 3,293.95          |
| 8003319622                             | 5-Nov-20     | 31-Jan-19             | Expenses              |                    |           |               | 170.84            | 22.21         | 193.05           |                   |
| 8003319622                             | 5-Nov-20     | 31-Jan-19             | <b>Total</b>          |                    |           | <b>129.00</b> | <b>78,783.50</b>  | <b>170.84</b> | <b>10,264.06</b> | <b>89,218.40</b>  |
| <b>Period February 1 to 28, 2019</b>   |              |                       |                       |                    |           |               |                   |               |                  |                   |
| 8003319633                             | 5-Nov-20     | 28-Feb-19             | Gadla, Anamika        | Partner            | \$ 990.00 | 53.50         | 52,965.00         |               | 6,885.45         | 59,850.45         |
| 8003319633                             | 5-Nov-20     | 28-Feb-19             | Basden, Colleen       | Partner            | \$ 990.00 | 2.90          | 2,871.00          |               | 373.23           | 3,244.23          |
| 8003319633                             | 5-Nov-20     | 28-Feb-19             | Rostant, Derek        | Associate Partner  | \$ 990.00 | 4.00          | 3,960.00          |               | 514.80           | 4,474.80          |
| 8003319633                             | 5-Nov-20     | 28-Feb-19             | Cicirello, Anna Maria | Senior Manager     | \$ 855.00 | 15.40         | 13,167.00         |               | 1,711.71         | 14,878.71         |
| 8003319633                             | 5-Nov-20     | 28-Feb-19             | R  thor  , Marcel     | Senior Manager     | \$ 730.00 | 37.40         | 27,302.00         |               | 3,549.26         | 30,851.26         |
| 8003319633                             | 5-Nov-20     | 28-Feb-19             | Oommen, Manoj         | Manager            | \$ 425.00 | 28.50         | 12,112.50         |               | 1,574.63         | 13,687.13         |
| 8003319633                             | 5-Nov-20     | 28-Feb-19             | Thalla-Joel, Jason    | Supervising Senior | \$ 425.00 | 21.50         | 9,137.50          |               | 1,187.88         | 10,325.38         |
| 8003319633                             | 5-Nov-20     | 28-Feb-19             | Chopowick, Annette    | Technician         | \$ 275.00 | 7.70          | 2,117.50          |               | 275.28           | 2,392.78          |
| 8003319633                             | 5-Nov-20     | 28-Feb-19             | Kiani, Mahnoor        | Staff Accountant   | \$ 255.00 | 4.25          | 1,083.75          |               | 140.89           | 1,224.64          |
| 8003319633                             | 5-Nov-20     | 28-Feb-19             | <b>Total</b>          |                    |           | <b>175.15</b> | <b>124,716.25</b> | <b>-</b>      | <b>16,213.11</b> | <b>140,929.36</b> |
| <b>Period March 1 to 31, 2019</b>      |              |                       |                       |                    |           |               |                   |               |                  |                   |
| 8003319640                             | 5-Nov-20     | 31-Mar-19             | Gadla, Anamika        | Partner            | \$ 990.00 | 9.00          | 8,910.00          |               | 1,158.30         | 10,068.30         |
| 8003319640                             | 5-Nov-20     | 31-Mar-19             | R  thor  , Marcel     | Senior Manager     | \$ 730.00 | 33.45         | 24,418.50         |               | 3,174.41         | 27,592.91         |
| 8003319640                             | 5-Nov-20     | 31-Mar-19             | Oommen, Manoj         | Manager            | \$ 425.00 | 26.00         | 11,050.00         |               | 1,436.50         | 12,486.50         |
| 8003319640                             | 5-Nov-20     | 31-Mar-19             | Chopowick, Annette    | Technician         | \$ 275.00 | 10.90         | 2,997.50          |               | 389.68           | 3,387.18          |
| 8003319640                             | 5-Nov-20     | 31-Mar-19             | Expenses              |                    |           |               | 516.98            | 67.21         | 584.19           |                   |
| 8003319640                             | 5-Nov-20     | 31-Mar-19             | <b>Total</b>          |                    |           | <b>79.35</b>  | <b>47,376.00</b>  | <b>516.98</b> | <b>6,226.09</b>  | <b>54,119.07</b>  |
| <b>Period April 1 to June 30, 2019</b> |              |                       |                       |                    |           |               |                   |               |                  |                   |
| 8003319631                             | 5-Nov-20     | 30-Jun-19             | Gadla, Anamika        | Partner            | \$ 990.00 | 39.70         | 39,303.00         |               | 5,109.39         | 44,412.39         |
| 8003319631                             | 5-Nov-20     | 30-Jun-19             | Forbes, Katherine     | Partner            | \$ 990.00 | 2.20          | 2,178.00          |               | 283.14           | 2,461.14          |
| 8003319631                             | 5-Nov-20     | 30-Jun-19             | Basden, Colleen       | Partner            | \$ 990.00 | 1.00          | 990.00            |               | 128.70           | 1,118.70          |

| Hours | Trials and Trial Preparation Fees | Fees | HST | Total | Hours        | Fees             | Forensics Fees  | HST              | Total        | Hours            | Fees            | HST              | Total        | Hours            | Total Fees      | HST              | Grand Total |
|-------|-----------------------------------|------|-----|-------|--------------|------------------|-----------------|------------------|--------------|------------------|-----------------|------------------|--------------|------------------|-----------------|------------------|-------------|
| -     | -                                 | -    | -   | -     | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -           |
| -     | -                                 | -    | -   | -     | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -           |
| -     | -                                 | -    | -   | -     | 26.60        | 5,985.00         | 778.05          | 6,763.05         | 26.60        | 5,985.00         | 778.05          | 6,763.05         | 26.60        | 5,985.00         | 778.05          | 6,763.05         |             |
| -     | -                                 | -    | -   | -     | <b>26.60</b> | <b>5,985.00</b>  | <b>778.05</b>   | <b>6,763.05</b>  | <b>26.60</b> | <b>5,985.00</b>  | <b>778.05</b>   | <b>6,763.05</b>  | <b>26.60</b> | <b>5,985.00</b>  | <b>778.05</b>   | <b>6,763.05</b>  |             |
| -     | -                                 | -    | -   | -     | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -           |
| -     | -                                 | -    | -   | -     | -            | -                | -               | -                | -            | 1.00             | 750.00          | 97.50            | 847.50       | 1.00             | 750.00          | 97.50            | 847.50      |
| -     | -                                 | -    | -   | -     | 2.70         | 1,552.50         | 201.83          | 1,754.33         | 2.70         | 1,552.50         | 201.83          | 1,754.33         | 2.70         | 1,552.50         | 201.83          | 1,754.33         |             |
| -     | -                                 | -    | -   | -     | 3.00         | 1,650.00         | 214.50          | 1,864.50         | 3.00         | 1,650.00         | 214.50          | 1,864.50         | 3.00         | 1,650.00         | 214.50          | 1,864.50         |             |
| -     | -                                 | -    | -   | -     | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -           |
| -     | -                                 | -    | -   | -     | 10.90        | 2,452.50         | 318.83          | 2,771.33         | 10.90        | 2,452.50         | 318.83          | 2,771.33         | 10.90        | 2,452.50         | 318.83          | 2,771.33         |             |
| -     | -                                 | -    | -   | -     | <b>13.60</b> | <b>4,005.00</b>  | <b>520.65</b>   | <b>4,525.65</b>  | <b>13.60</b> | <b>4,005.00</b>  | <b>520.65</b>   | <b>4,525.65</b>  | <b>13.60</b> | <b>4,005.00</b>  | <b>520.65</b>   | <b>4,525.65</b>  |             |
| -     | -                                 | -    | -   | -     | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -           |
| -     | -                                 | -    | -   | -     | 4.90         | 3,675.00         | 477.75          | 4,152.75         | 4.90         | 3,675.00         | 477.75          | 4,152.75         | 4.90         | 3,675.00         | 477.75          | 4,152.75         |             |
| -     | -                                 | -    | -   | -     | 4.40         | 2,530.00         | 328.90          | 2,858.90         | 4.40         | 2,530.00         | 328.90          | 2,858.90         | 4.40         | 2,530.00         | 328.90          | 2,858.90         |             |
| -     | -                                 | -    | -   | -     | 4.45         | 2,447.50         | 318.18          | 2,765.68         | 4.45         | 2,447.50         | 318.18          | 2,765.68         | 4.45         | 2,447.50         | 318.18          | 2,765.68         |             |
| -     | -                                 | -    | -   | -     | 2.00         | 650.00           | 84.50           | 734.50           | 2.00         | 650.00           | 84.50           | 734.50           | 2.00         | 650.00           | 84.50           | 734.50           |             |
| -     | -                                 | -    | -   | -     | 7.70         | 2,502.50         | 325.33          | 2,827.83         | 7.70         | 2,502.50         | 325.33          | 2,827.83         | 7.70         | 2,502.50         | 325.33          | 2,827.83         |             |
| -     | -                                 | -    | -   | -     | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -           |
| -     | -                                 | -    | -   | -     | <b>21.45</b> | <b>11,155.00</b> | <b>1,450.15</b> | <b>12,605.15</b> | <b>21.45</b> | <b>11,155.00</b> | <b>1,450.15</b> | <b>12,605.15</b> | <b>21.45</b> | <b>11,155.00</b> | <b>1,450.15</b> | <b>12,605.15</b> |             |
| -     | -                                 | -    | -   | -     | -            | -                | -               | -                | -            | -                | -               | -                | -            | -                | -               | -                | -           |
| -     | -                                 | -    | -   | -     | 2.20         | 1,650.00         | 214.50          | 1,864.50         | 2.20         | 1,650.00         | 214.50          | 1,864.50         | 2.20         | 1,650.00         | 214.50          | 1,864.50         |             |
| -     | -                                 |      |     |       |              |                  |                 |                  |              |                  |                 |                  |              |                  |                 |                  |             |

**Tarn Financial Corporation**  
**Professional Fees incurred by the Liquidator as it relates to Trial, Forensics and Accounting/ Bookkeeping matters**  
**for the purposes of the Winding-Up Proceedings**

| Invoice No.                                  | Invoice Date | Service Period Ending | Name                 | Position           | Rate        | Hours         | Amounts Invoiced  |              |                  | Trial and Trial Preparation Fees |                  |                 |                  | Forensics Fees |                  |                 |                  | Accounting/ Bookkeeping Fees |                 |               |                 | Total        |                  |                 |                  |  |  |
|--|--------------|-----------------------|----------------------|--------------------|-------------|---------------|-------------------|--------------|------------------|----------------------------------|------------------|-----------------|------------------|----------------|------------------|-----------------|------------------|------------------------------|-----------------|---------------|-----------------|--------------|------------------|-----------------|------------------|--|--|
|  |              |                       |                      |                    |             |               | Expenses          | HST          | Total            | Hours                            | Fees             | HST             | Total            | Hours          | Fees             | HST             | Total            | Hours                        | Fees            | HST           | Total           | Hours        | Fees             | HST             | Total            |  |  |
| 8003319631                                   | 5-Nov-20     | 30-Jun-19             | Ciarello, Anna Maria | Senior Manager     | \$ 855.00   | 9.00          | 7,695.00          | 1,000.35     | 8,695.35         | 1.00                             | 855.00           | 111.15          | 966.15           | 9.00           | 7,695.00         | 1,000.35        | 8,695.35         | -                            | -               | -             | -               | 10.00        | 8,550.00         | 1,111.50        | 9,661.50         |  |  |
| 8003319631                                   | 5-Nov-20     | 30-Jun-19             | Réthoré, Marcel      | Senior Manager     | \$ 730.00   | 91.10         | 66,503.00         | 8,645.39     | 75,148.39        | 12.20                            | 8,906.00         | 1,157.78        | 10,063.78        | 4.15           | 3,029.50         | 393.84          | 3,423.34         | 5.20                         | 3,796.00        | 493.48        | 4,289.48        | 21.55        | 15,731.50        | 2,045.10        | 17,776.60        |  |  |
| 8003319631                                   | 5-Nov-20     | 30-Jun-19             | Oommen, Manoj        | Manager            | \$ 425.00   | 80.50         | 34,212.50         | 4,447.63     | 38,660.13        | -                                | -                | -               | -                | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               |                  |  |  |
| 8003319631                                   | 5-Nov-20     | 30-Jun-19             | Thalla-Joel, Jason   | Supervising Senior | \$ 425.00   | 10.25         | 4,356.25          | 566.31       | 4,922.56         | -                                | -                | -               | -                | 10.25          | 4,356.25         | 566.31          | 4,922.56         | -                            | -               | -             | -               | 10.25        | 4,356.25         | 566.31          | 4,922.56         |  |  |
| 8003319631                                   | 5-Nov-20     | 30-Jun-19             | Kvezereil, Dina      | Staff Technician   | \$ 285.00   | 30.10         | 8,578.50          | 1,115.21     | 9,693.71         | -                                | -                | -               | -                | 30.10          | 8,578.50         | 1,115.21        | 9,693.71         | -                            | -               | -             | -               | 30.10        | 8,578.50         | 1,115.21        | 9,693.71         |  |  |
| 8003319631                                   | 5-Nov-20     | 30-Jun-19             | Chopowick, Annette   | Technician         | \$ 275.00   | 21.40         | 5,885.00          | 765.05       | 6,650.05         | -                                | -                | -               | -                | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               |                  |  |  |
| 8003319631                                   | 5-Nov-20     | 30-Jun-19             | Expenses             | Expenses           |             |               |                   | 14.13        | 15.97            | -                                | -                | -               | -                | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                |                 |                  |  |  |
| 8003319631                                   | 5-Nov-20     | 30-Jun-19             | <b>Total</b>         |                    |             | <b>285.25</b> | <b>169,701.25</b> | <b>14.13</b> | <b>22,063.00</b> | <b>15.30</b>                     | <b>11,840.00</b> | <b>1,539.20</b> | <b>13,379.20</b> | <b>54.50</b>   | <b>24,649.25</b> | <b>3,204.40</b> | <b>27,853.65</b> | <b>7.30</b>                  | <b>5,875.00</b> | <b>763.75</b> | <b>6,638.75</b> | <b>77.10</b> | <b>42,364.25</b> | <b>5,507.35</b> | <b>47,871.60</b> |  |  |
| <b>Period July 1 to September 30, 2019</b>   |              |                       |                      |                    |             |               |                   |              |                  |                                  |                  |                 |                  |                |                  |                 |                  |                              |                 |               |                 |              |                  |                 |                  |  |  |
| 8003319629                                   | 5-Nov-20     | 30-Sep-19             | Gadia, Anamika       | Partner            | \$ 990.00   | 5.90          | 5,841.00          | 759.33       | 6,600.33         | 0.80                             | 792.00           | 102.96          | 894.96           | 1.80           | 1,782.00         | 231.66          | 2,013.66         | -                            | -               | -             | -               | 2.60         | 2,574.00         | 334.62          | 2,908.62         |  |  |
| 8003319629                                   | 5-Nov-20     | 30-Sep-19             | Forbes, Katherine    | Partner            | \$ 990.00   | 3.60          | 3,564.00          | 463.32       | 4,027.32         | -                                | -                | -               | -                | -              | -                | -               | -                | 0.50                         | 495.00          | 64.35         | 559.35          | 0.50         | 495.00           | 64.35           | 559.35           |  |  |
| 8003319629                                   | 5-Nov-20     | 30-Sep-19             | Basden, Colleen      | Partner            | \$ 990.00   | 2.50          | 2,475.00          | 321.75       | 2,796.75         | -                                | -                | -               | -                | 2.50           | 2,475.00         | 321.75          | 2,796.75         | -                            | -               | -             | -               | 2.50         | 2,475.00         | 321.75          | 2,796.75         |  |  |
| 8003319629                                   | 5-Nov-20     | 30-Sep-19             | Ciarello, Anna Maria | Senior Manager     | \$ 855.00   | 19.40         | 16,587.00         | 2,156.31     | 18,743.31        | -                                | -                | -               | -                | 19.40          | 16,587.00        | 2,156.31        | 18,743.31        | -                            | -               | -             | -               | 19.40        | 16,587.00        | 2,156.31        | 18,743.31        |  |  |
| 8003319629                                   | 5-Nov-20     | 30-Sep-19             | Réthoré, Marcel      | Senior Manager     | \$ 730.00   | 27.20         | 19,856.00         | 2,581.28     | 22,437.28        | -                                | -                | -               | -                | 7.90           | 5,767.00         | 749.71          | 6,516.71         | 2.10                         | 1,533.00        | 199.29        | 1,732.29        | 10.00        | 7,300.00         | 949.00          | 8,249.00         |  |  |
| 8003319629                                   | 5-Nov-20     | 30-Sep-19             | Thalla-Joel, Jason   | Supervising Senior | \$ 425.00   | 18.75         | 7,968.75          | 1,035.94     | 9,004.69         | -                                | -                | -               | -                | 18.75          | 7,968.75         | 1,035.94        | 9,004.69         | -                            | -               | -             | -               | 18.75        | 7,968.75         | 1,035.94        | 9,004.69         |  |  |
| 8003319629                                   | 5-Nov-20     | 30-Sep-19             | Oommen, Manoj        | Manager            | \$ 425.00   | 20.00         | 8,500.00          | 1,105.00     | 9,605.00         | -                                | -                | -               | -                | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               |                  |  |  |
| 8003319629                                   | 5-Nov-20     | 30-Sep-19             | Marshall, Thomas     | Senior Consultant  | \$ 230.00   | 4.00          | 920.00            | 119.60       | 1,039.60         | -                                | -                | -               | -                | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               |                  |  |  |
| 8003319629                                   | 5-Nov-20     | 30-Sep-19             | Chopowick, Annette   | Technician         | \$ 275.00   | 15.80         | 4,345.00          | 564.85       | 4,909.85         | -                                | -                | -               | -                | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               |                  |  |  |
| 8003319629                                   | 5-Nov-20     | 30-Sep-19             | <b>Total</b>         |                    |             | <b>117.15</b> | <b>70,056.75</b>  | <b>-</b>     | <b>9,107.38</b>  | <b>0.80</b>                      | <b>792.00</b>    | <b>102.96</b>   | <b>894.96</b>    | <b>50.35</b>   | <b>34,579.75</b> | <b>4,495.37</b> | <b>39,075.12</b> | <b>2.60</b>                  | <b>2,028.00</b> | <b>263.64</b> | <b>2,291.64</b> | <b>53.75</b> | <b>37,399.75</b> | <b>4,861.97</b> | <b>42,261.72</b> |  |  |
| <b>Period October 1 to December 31, 2019</b> |              |                       |                      |                    |             |               |                   |              |                  |                                  |                  |                 |                  |                |                  |                 |                  |                              |                 |               |                 |              |                  |                 |                  |  |  |
| 8003319627                                   | 5-Nov-20     | 31-Dec-19             | Gadia, Anamika       | Partner            | \$ 1,020.00 | 5.80          | 5,916.00          | 769.08       | 6,685.08         | 0.10                             | 102.00           | 13.26           | 115.26           | 1.60           | 1,632.00         | 212.16          | 1,844.16         | 0.30                         | 306.00          | 39.78         | 345.78          | 2.00         | 2,040.00         | 265.20          | 2,305.20         |  |  |
| 8003319627                                   | 5-Nov-20     | 31-Dec-19             | Forbes, Katherine    | Partner            | \$ 1,020.00 | 1.30          | 1,326.00          | 172.38       | 1,498.38         | -                                | -                | -               | -                | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               |                  |  |  |
| 8003319627                                   | 5-Nov-20     | 31-Dec-19             | Réthoré, Marcel      | Senior Manager     | \$ 780.00   | 24.70         | 19,266.00         | 2,504.58     | 21,770.58        | -                                | -                | -               | -                | 1.60           | 1,248.00         | 162.24          | 1,410.24         | 1.00                         | 780.00          | 101.40        | 881.40          | 2.60         | 2,028.00         | 263.64          | 2,291.64         |  |  |
| 8003319627                                   | 5-Nov-20     | 31-Dec-19             | Oommen, Manoj        | Manager            | \$ 512.74   | 36.50         | 18,715.00         | 2,432.95     | 21,147.95        | -                                | -                | -               | -                | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               |                  |  |  |
| 8003319627                                   | 5-Nov-20     | 31-Dec-19             | Marshall, Thomas     | Senior Consultant  | \$ 230.00   | 3.00          | 690.00            | 89.70        | 779.70           | -                                | -                | -               | -                | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               |                  |  |  |
| 8003319627                                   | 5-Nov-20     | 31-Dec-19             | Chopowick, Annette   | Technician         | \$ 284.57   | 6.90          | 1,963.50          | 255.26       | 2,218.76         | -                                | -                | -               | -                | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                | -               |                  |  |  |
| 8003319627                                   | 5-Nov-20     | 31-Dec-19             | Ciarello, Anna Maria | Senior Manager     | \$ 880.00   | 1.70          | 1,496.00          | 194.48       | 1,690.48         | -                                | -                | -               | -                | 1.70           | 1,496.00         | 194.48          | 1,690.48         | -                            | -               | -             | -               | 1.70         | 1,496.00         | 194.48          | 1,690.48         |  |  |
| 8003319627                                   | 5-Nov-20     | 31-Dec-19             | Lu, Valerie          | Staff Accountant   | \$ 295.00   | 7.50          | 2,212.50          | 287.63       | 2,500.13         | -                                | -                | -               | -                | 7.50           | 2,212.50         | 287.63          | 2,500.13         | -                            | -               | -             | -               | 7.50         | 2,212.50         | 287.63          | 2,500.13         |  |  |
| 8003319627                                   | 5-Nov-20     | 31-Dec-19             | Expenses             | Expenses           |             |               |                   | 54.77        | 61.89            | -                                | -                | -               | -                | -              | -                | -               | -                | -                            | -               | -             | -               | -            | -                |                 |                  |  |  |
| 8003319627                                   | 5-Nov-20     | 31-Dec-19             | <b>Total</b>         |                    |             | <b>87.40</b>  | <b>51,585.00</b>  | <b>54.77</b> | <b>6,713.17</b>  | <b>0.10</b>                      | <b>102.00</b>    | <b>13.26</b>    | <b>115.26</b>    | <b>12.40</b>   | <b>6,588.50</b>  | <b>856.51</b>   | <b>7,445.01</b>  | <b>1.30</b>                  | <b>1,086.00</b> | <b>141.18</b> | <b>1,227.18</b> | <b>13.80</b> | <b>7,776.50</b>  | <b>1,010.95</b> | <b>8,787.45</b>  |  |  |



**Tarn Financial Corporation**  
**Professional Fees incurred by the Liquidator as it relates to Trial, Forensics and Accounting/ Bookkeeping matters**  
**for the purposes of the Winding-Up Proceedings**

| Invoice No.        | Invoice Date | Service Period Ending | Name               | Position          | Rate      | Hours           | Fees              | Expenses      | HST              | Total             |
|--------------------|--------------|-----------------------|--------------------|-------------------|-----------|-----------------|-------------------|---------------|------------------|-------------------|
| 8004442854         | 13-Oct-22    | 30-Sep-22             | Chopowick, Annette | Technician        | \$ 265.00 | 10.20           | 2,703.00          |               | 351.39           | 3,054.39          |
| 8004442854         | 13-Oct-22    | 30-Sep-22             | <b>Total</b>       |                   |           | <b>63.70</b>    | <b>38,263.00</b>  | <b>-</b>      | <b>4,974.19</b>  | <b>43,237.19</b>  |
| <b>Grand Total</b> |              |                       |                    | <b>Liquidator</b> |           | <b>1,056.20</b> | <b>677,757.25</b> | <b>756.72</b> | <b>88,206.82</b> | <b>766,720.79</b> |

| Trial and Trial Preparation Fees |                   |                  |                   |
|----------------------------------|-------------------|------------------|-------------------|
| Hours                            | Fees              | HST              | Total             |
| -                                | -                 | -                | -                 |
| <b>29.70</b>                     | <b>20,685.00</b>  | <b>2,689.05</b>  | <b>23,374.05</b>  |
| <b>241.95</b>                    | <b>186,446.00</b> | <b>24,237.98</b> | <b>210,683.98</b> |

| Forensics Fees  |                   |                  |                   |
|-----------------|-------------------|------------------|-------------------|
| Hours           | Fees              | HST              | Total             |
| -               | -                 | -                | -                 |
| <b>11.50</b>    | <b>7,215.00</b>   | <b>937.95</b>    | <b>8,152.95</b>   |
| <b>1,605.40</b> | <b>688,384.75</b> | <b>89,490.02</b> | <b>777,874.77</b> |

| Accounting/ Bookkeeping Fees |                   |                  |                   |
|------------------------------|-------------------|------------------|-------------------|
| Hours                        | Fees              | HST              | Total             |
| -                            | -                 | -                | -                 |
| <b>-</b>                     | <b>-</b>          | <b>-</b>         | <b>-</b>          |
| <b>182.20</b>                | <b>118,072.75</b> | <b>15,349.46</b> | <b>133,422.21</b> |

| Grand Total     |                   |                   |                     |
|-----------------|-------------------|-------------------|---------------------|
| Hours           | Total Fees        | HST               | Grand Total         |
| -               | -                 | -                 | -                   |
| <b>41.20</b>    | <b>27,900.00</b>  | <b>3,627.00</b>   | <b>31,527.00</b>    |
| <b>2,029.55</b> | <b>992,903.50</b> | <b>129,077.46</b> | <b>1,121,980.96</b> |

**Tarn Financial Corporation**

**Additional professional Fees incurred by the Liquidator as it relates to Trial, Forensics and Accounting/ Bookkeeping matters for the purposes of the Winding-Up Proceedings**

| Invoice No.  | Invoice/ Payment Date | Service Period Ending | Name        | Description    | Note | Accounting/ Bookkeeping Fees |                 |          |                  |                   |
|--------------|-----------------------|-----------------------|-------------|----------------|------|------------------------------|-----------------|----------|------------------|-------------------|
|              |                       |                       |             |                |      | Fees                         | Admin           | Expenses | HST              | Total             |
|              | 1/4/2018              |                       | Richter LLP |                | 1    |                              |                 |          |                  | 35,595.00         |
|              | 1/11/2018             |                       | Richter LLP |                | 1    |                              |                 |          |                  | 11,865.00         |
|              | 1/25/2018             |                       | Richter LLP |                | 1    |                              |                 |          |                  | 26,885.88         |
|              | 3/6/2018              |                       | Richter LLP |                | 1    |                              |                 |          |                  | 15,750.00         |
|              | 4/10/2018             |                       | Richter LLP |                | 1    |                              |                 |          |                  | 3,886.58          |
|              | 5/8/2018              |                       | Richter LLP |                | 1    |                              |                 |          |                  | 22,372.94         |
|              | 6/12/2018             |                       | Richter LLP |                | 1    |                              |                 |          |                  | 17,612.11         |
|              | 6/26/2018             |                       | Richter LLP |                | 1    |                              |                 |          |                  | 5,198.35          |
|              | 8/29/2018             |                       | Richter LLP |                | 1    |                              |                 |          |                  | 5,784.19          |
|              | 10/4/2018             |                       | Richter LLP |                | 1    |                              |                 |          |                  | 1,478.67          |
|              | 10/9/2018             |                       | Richter LLP |                | 1    |                              |                 |          |                  | 28,903.29         |
|              | 10/9/2018             |                       | Richter LLP |                | 1    |                              |                 |          |                  | 22,600.00         |
|              | 11/30/2018            |                       | Richter LLP |                | 1    |                              |                 |          |                  | 3,781.98          |
| 30405437     | 12/17/2018            | 12/14/2018            | Richter LLP | 2017 Review    |      | 20,000.00                    |                 |          | 2,600.00         | 22,600.00         |
| 30405518     | 1/11/2019             | 12/31/2018            | Richter LLP | Tax consulting |      | 8,707.50                     | 435.38          |          | 1,188.58         | 10,331.46         |
| 30405589     | 2/7/2019              | 1/31/2019             | Richter LLP | Tax consulting |      | 14,097.00                    | 704.85          |          | 1,924.24         | 16,726.09         |
| 30405650     | 3/6/2019              | 2/28/2019             | Richter LLP | Tax consulting |      | 12,569.00                    | 628.45          |          | 1,715.67         | 14,913.12         |
| 30405766     | 3/29/2019             | 3/31/2019             | Richter LLP | 2017 Review    |      | 15,000.00                    | 750.00          |          | 2,047.50         | 17,797.50         |
| 30405771     | 3/31/2019             | 3/31/2019             | Richter LLP | Tax consulting |      | 4,774.00                     | 238.70          |          | 651.65           | 5,664.35          |
| 30405878     | 5/8/2019              | 4/30/2019             | Richter LLP | Tax consulting |      | 2,658.00                     | 132.90          |          | 362.82           | 3,153.72          |
| 30406069     | 6/13/2019             | 5/31/2019             | Richter LLP | Tax consulting |      | 270.00                       | 13.50           |          | 36.86            | 320.36            |
| 30406131     | 6/28/2019             |                       | Richter LLP | 2018 Review    |      | 25,000.00                    | 1,250.00        |          | 3,412.50         | 29,662.50         |
| 30406423     | 10/1/2019             | 9/16/2019             | Richter LLP | Tax consulting |      | 1,566.00                     | 78.30           |          | 213.76           | 1,858.06          |
| 30406871     | 1/13/2020             | 12/31/2019            | Richter LLP | Tax consulting |      | 3,592.00                     | 179.60          |          | 490.31           | 4,261.91          |
| 30407004     | 2/21/2020             | 2/13/2020             | Richter LLP | Tax consulting |      | 1,877.50                     | 93.88           |          | 256.28           | 2,227.66          |
| 30407168     | 4/6/2020              | 3/20/2020             | Richter LLP | Tax consulting |      | 5,184.25                     | 259.21          |          | 707.65           | 6,151.11          |
| 30407414     | 5/29/2020             | 5/29/2020             | Richter LLP | Tax consulting |      | 10,537.25                    | 526.86          |          | 1,438.33         | 12,502.44         |
| 30407571     | 7/7/2020              | 6/30/2020             | Richter LLP | Tax consulting |      | 9,633.75                     | 481.69          |          | 1,315.01         | 11,430.45         |
| 30407744     | 8/12/2020             | 7/31/2020             | Richter LLP | Tax consulting |      | 2,022.25                     | 101.11          |          | 276.03           | 2,399.39          |
| 30407877     | 9/28/2020             | 9/30/2020             | Richter LLP | Tax consulting |      | 2,090.00                     | 104.50          |          | 285.29           | 2,479.79          |
| 30408608     | 4/7/2021              | 4/1/2021              | Richter LLP | Tax consulting |      | 4,399.50                     | 219.98          |          | 600.54           | 5,220.02          |
| 30408749     | 5/7/2021              | 4/16/2021             | Richter LLP | Tax consulting |      | 660.00                       | 33.00           |          | 90.09            | 783.09            |
| 30408924     | 6/8/2021              | 6/3/2021              | Richter LLP | Tax consulting |      | 550.00                       | 27.50           |          | 75.08            | 652.58            |
| <b>Total</b> |                       |                       |             |                |      | <b>145,188.00</b>            | <b>6,259.41</b> | <b>-</b> | <b>19,688.19</b> | <b>372,849.59</b> |

**Note**

1 Richter LLP invoices with invoice/ payment date between 1/4/2018 and 11/30/2018 were paid by the hotel. The supporting documentation for these payments is with the books and records of Tarn Financial which were transferred to Sunray pursuant to the sale transaction. We have requested copies of Richter's invoices.



| Invoice No.  | Invoice/ Payment Date | Service Period Ending | Name           | Description           | Note | Accounting/ Bookkeeping Fees |       |          |     | Total             |
|--------------|-----------------------|-----------------------|----------------|-----------------------|------|------------------------------|-------|----------|-----|-------------------|
|              |                       |                       |                |                       |      | Fees                         | Admin | Expenses | HST |                   |
|              | 4/10/2018             |                       | BDO Canada LLP | Accounting Assistance | 2    |                              |       |          |     | 34,137.30         |
|              | 5/8/2018              |                       | BDO Canada LLP | Accounting Assistance | 2    |                              |       |          |     | 33,119.17         |
|              | 6/12/2018             |                       | BDO Canada LLP | Accounting Assistance | 2    |                              |       |          |     | 16,850.05         |
|              | 6/26/2018             |                       | BDO Canada LLP | Accounting Assistance | 2    |                              |       |          |     | 10,690.37         |
|              | 10/4/2018             |                       | BDO Canada LLP | Accounting Assistance | 2    |                              |       |          |     | 13,744.76         |
|              | 10/9/2018             |                       | BDO Canada LLP | Accounting Assistance | 2    |                              |       |          |     | 15,068.32         |
|              | 11/30/2018            |                       | BDO Canada LLP | Accounting Assistance | 2    |                              |       |          |     | 4,327.05          |
| 24733        | 5/14/2019             | 1/31/2019             | BDO Canada LLP | Accounting Assistance |      |                              |       |          |     | 1,629.01          |
| <b>Total</b> |                       |                       |                |                       |      | -                            | -     | -        | -   | <b>129,566.03</b> |

**Note**

2 BDO Canada LLP invoices with invoice/ payment date between 4/10/2018 and 11/30/2018 were paid by the hotel. The supporting documentation for these payments is with the books and records of Tarn Financial which were transferred to Sunray pursuant to the sale transaction. We have requested copies of BDO's invoices.

| Invoice No.  | Invoice/ Payment Date | Service Period Ending | Name              | Description         | Note | Accounting/ Bookkeeping Fees |       |          |                 | Total            |
|--------------|-----------------------|-----------------------|-------------------|---------------------|------|------------------------------|-------|----------|-----------------|------------------|
|              |                       |                       |                   |                     |      | Fees                         | Admin | Expenses | HST             |                  |
|              |                       |                       | Thas Thambapillai | Accounting Services | 3    | 10,000.00                    |       |          | 1,300.00        | 11,300.00        |
| Apr2019-1    | 4/15/2019             | 4/15/2019             | Thas Thambapillai | Accounting Services | 3    | 4,000.00                     |       |          | 520.00          | 4,520.00         |
| May2019-1    | 5/15/2019             | 5/15/2019             | Thas Thambapillai | Accounting Services | 3    | 7,500.00                     |       |          | 975.00          | 8,475.00         |
| Jul2019-1    | 7/15/2019             | 7/15/2019             | Thas Thambapillai | Accounting Services | 3    | 4,800.00                     |       |          | 624.00          | 5,424.00         |
| Nov2019-1    | 11/15/2019            | 11/15/2019            | Thas Thambapillai | Accounting Services | 3    | 7,200.00                     |       |          | 936.00          | 8,136.00         |
| Dec2020-1    | 12/15/2020            | 12/15/2020            | Thas Thambapillai | Accounting Services | 3    | 6,000.00                     |       |          | 780.00          | 6,780.00         |
| <b>Total</b> |                       |                       |                   |                     |      | <b>39,500.00</b>             | -     | -        | <b>5,135.00</b> | <b>44,635.00</b> |

**Note**

3 Thas Thambapillai was the hotel controller. Following the close of the sale transaction to Sunray, the liquidator engaged T. Thambapillai to assist with the preparation of financial statements, CRA audit assistance, and other accounting matters.

# APPENDIX “I”

Miller Thomson LLP

Summary of professional fees incurred for the purposes of the Winding-Up Proceedings

| Trial and Preparation Fees |              |              |               | Forensics Fees |              |             |              | Accounting/Tax Fees |              |             |              | Grand Total         |
|----------------------------|--------------|--------------|---------------|----------------|--------------|-------------|--------------|---------------------|--------------|-------------|--------------|---------------------|
| Hours                      | Fees         | HST          | Total         | Hours          | Fees         | HST         | Total        | Hours               | Fees         | HST         | Total        |                     |
| 272.80                     | \$180,287.70 | \$ 23,437.40 | \$ 203,725.10 | 36.00          | \$ 25,909.00 | \$ 3,368.17 | \$ 29,277.17 | 57.50               | \$ 25,117.50 | \$ 3,265.28 | \$ 28,382.78 | <b>\$261,385.05</b> |

**Trial Prep and Trial**

| <b>Invoice #</b> | <b>Invoice Date</b> | <b>Docket date</b> | <b>Name</b> | <b>Position</b> | <b>Rate</b> | <b>Hours</b> | <b>Fees</b>     | <b>HST</b>    | <b>Total</b>     |                 |                  |
|------------------|---------------------|--------------------|-------------|-----------------|-------------|--------------|-----------------|---------------|------------------|-----------------|------------------|
| 3424276          | Dec31-2019          | Apr23-2019         | K. Mahar    | Partner         | \$ 730.00   | 0.10         | \$ 73.00        | \$ 9.49       | \$ 82.49         |                 |                  |
|                  |                     | May15-2019         | K. Mahar    | Partner         | \$ 730.00   | 0.30         | \$ 219.00       | \$ 28.47      | \$ 247.47        |                 |                  |
|                  |                     | May31-2019         | K. Mahar    | Partner         | \$ 730.00   | 0.70         | \$ 511.00       | \$ 66.43      | \$ 577.43        |                 |                  |
|                  |                     | June1-2019         | K. Mahar    | Partner         | \$ 730.00   | 0.30         | \$ 219.00       | \$ 28.47      | \$ 247.47        |                 |                  |
|                  |                     | June3-2019         | K. Mahar    | Partner         | \$ 730.00   | 3.00         | \$ 2,190.00     | \$ 284.70     | \$ 2,474.70      |                 |                  |
|                  |                     | June4-2019         | K. Mahar    | Partner         | \$ 730.00   | 0.10         | \$ 73.00        | \$ 9.49       | \$ 82.49         |                 |                  |
|                  |                     | June5-2019         | K. Mahar    | Partner         | \$ 730.00   | 0.50         | \$ 365.00       | \$ 47.45      | \$ 412.45        |                 |                  |
|                  |                     | June7-2019         | K. Mahar    | Partner         | \$ 730.00   | 0.30         | \$ 219.00       | \$ 28.47      | \$ 247.47        |                 |                  |
|                  |                     | June9-2019         | K. Mahar    | Partner         | \$ 730.00   | 1.20         | \$ 876.00       | \$ 113.88     | \$ 989.88        |                 |                  |
|                  |                     | June 14-2019       | K. Mahar    | Partner         | \$ 730.00   | 0.40         | \$ 292.00       | \$ 37.96      | \$ 329.96        |                 |                  |
|                  |                     | June17-2019        | K. Mahar    | Partner         | \$ 730.00   | 0.10         | \$ 73.00        | \$ 9.49       | \$ 82.49         |                 |                  |
|                  |                     | June18-2019        | K. Mahar    | Partner         | \$ 730.00   | 0.90         | \$ 657.00       | \$ 85.41      | \$ 742.41        |                 |                  |
|                  |                     | June21-2019        | K. Mahar    | Partner         | \$ 730.00   | 0.10         | \$ 73.00        | \$ 9.49       | \$ 82.49         |                 |                  |
|                  |                     | June26-2019        | K. Mahar    | Partner         | \$ 730.00   | 0.10         | \$ 73.00        | \$ 9.49       | \$ 82.49         |                 |                  |
|                  |                     | June27-2019        | K. Mahar    | Partner         | \$ 730.00   | 0.20         | \$ 146.00       | \$ 18.98      | \$ 164.98        |                 |                  |
|                  |                     | July12-2019        | K. Mahar    | Partner         | \$ 730.00   | 0.50         | \$ 365.00       | \$ 47.45      | \$ 412.45        |                 |                  |
|                  |                     | July29-2019        | K. Mahar    | Partner         | \$ 730.00   | 0.10         | \$ 73.00        | \$ 9.49       | \$ 82.49         |                 |                  |
|                  |                     | Aug1-2019          | K. Mahar    | Partner         | \$ 730.00   | 0.10         | \$ 73.00        | \$ 9.49       | \$ 82.49         |                 |                  |
|                  |                     | Aug7-2019          | K. Mahar    | Partner         | \$ 731.00   | 2.10         | \$ 1,535.10     | \$ 199.56     | \$ 1,734.66      |                 |                  |
|                  |                     | Aug16-2019         | K. Mahar    | Partner         | \$ 732.00   | 0.20         | \$ 146.40       | \$ 19.03      | \$ 165.43        |                 |                  |
|                  |                     | Aug26-2019         | K. Mahar    | Partner         | \$ 733.00   | 2.50         | \$ 1,832.50     | \$ 238.23     | \$ 2,070.73      |                 |                  |
|                  |                     | Nov14-2019         | K. Mahar    | Partner         | \$ 734.00   | 0.10         | \$ 73.40        | \$ 9.54       | \$ 82.94         |                 |                  |
|                  |                     | Nov15-2019         | K. Mahar    | Partner         | \$ 735.00   | 0.10         | \$ 73.50        | \$ 9.56       | \$ 83.06         |                 |                  |
|                  |                     |                    |             |                 |             |              |                 | <b>14.00</b>  | <b>10,230.90</b> | <b>1,330.02</b> | <b>11,560.92</b> |
|                  |                     | 3470884            | Mar31-2020  | Jan6-2020       | K. Mahar    | Partner      | \$ 750.00       | 0.20          | \$ 150.00        | \$ 19.50        | \$ 169.50        |
|                  |                     |                    |             | Jan7-2020       | K. Mahar    | Partner      | \$ 750.00       | 1.70          | \$ 1,275.00      | \$ 165.75       | \$ 1,440.75      |
|                  |                     |                    |             | Jan28-2020      | K. Mahar    | Partner      | \$ 750.00       | 0.10          | \$ 75.00         | \$ 9.75         | \$ 84.75         |
| Jan29-2020       | K. Mahar            |                    |             | Partner         | \$ 750.00   | 0.10         | \$ 75.00        | \$ 9.75       | \$ 84.75         |                 |                  |
|                  |                     |                    |             |                 |             | <b>2.10</b>  | <b>1,575.00</b> | <b>204.75</b> | <b>1,779.75</b>  |                 |                  |
|                  |                     | Mar5-2020          | A. Stoica   | Law Clerk       | \$ 220.00   | 1.00         | \$ 220.00       | \$ 28.60      | \$ 248.60        |                 |                  |

|                     |                    |                    |           |             |             |               |                 |              |               |               |                 |
|---------------------|--------------------|--------------------|-----------|-------------|-------------|---------------|-----------------|--------------|---------------|---------------|-----------------|
| 3478342 Apr30-2020  | Apr14-2020         | <b>S. De Caria</b> | Associate | \$ 375.00   | <b>0.30</b> | \$            | <b>112.50</b>   | \$           | <b>14.63</b>  | \$            | <b>127.13</b>   |
|                     | Apr14-2020         | <b>K. Mahar</b>    | Partner   | \$ 750.00   | <b>0.50</b> | \$            | <b>375.00</b>   | \$           | <b>48.75</b>  | \$            | <b>423.75</b>   |
| 3489080 May31-2020  | May19-2020         | <b>K.Mahar</b>     | Partner   | \$750.00    | 0.10        | \$            | 75.00           | \$           | 9.75          | \$            | 84.75           |
|                     | May22-2020         | <b>K.Mahar</b>     | Partner   | \$ 750.00   | 0.60        | \$            | 450.00          | \$           | 58.50         | \$            | 508.50          |
|                     |                    |                    |           |             | <b>0.70</b> |               | <b>525.00</b>   |              | <b>68.25</b>  |               | <b>593.25</b>   |
| 3498251 June30-2020 | June4-2020         | <b>G. Azeff</b>    | Partner   | \$ 725.00   | <b>0.20</b> | \$            | <b>145.00</b>   | \$           | <b>18.85</b>  | \$            | <b>163.85</b>   |
|                     | June1-2020         | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.20        | \$            | 150.00          | \$           | 19.50         | \$            | 169.50          |
|                     | June4-2022         | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 1.00        | \$            | 750.00          | \$           | 97.50         | \$            | 847.50          |
|                     | June5-2020         | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.10        | \$            | 75.00           | \$           | 9.75          | \$            | 84.75           |
|                     | June8-2020         | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.10        | \$            | 75.00           | \$           | 9.75          | \$            | 84.75           |
|                     | June8-2020         | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.70        | \$            | 525.00          | \$           | 68.25         | \$            | 593.25          |
|                     | June15-2020        | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.50        | \$            | 375.00          | \$           | 48.75         | \$            | 423.75          |
|                     | June19-2020        | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.50        | \$            | 375.00          | \$           | 48.75         | \$            | 423.75          |
|                     | June30-2020        | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.10        | \$            | 75.00           | \$           | 9.75          | \$            | 84.75           |
|                     |                    |                    |           |             | <b>3.20</b> |               | <b>2,400.00</b> |              | <b>312.00</b> |               | <b>2,712.00</b> |
|                     | June1-2020         | <b>S. De Caria</b> | Associate | \$ 375.00   | 0.20        | \$            | 75.00           | \$           | 9.75          | \$            | 84.75           |
| June4-2020          | <b>S. De Caria</b> | Associate          | \$ 375.00 | 1.70        | \$          | 637.50        | \$              | 82.88        | \$            | 720.38        |                 |
|                     |                    |                    |           | <b>1.90</b> | \$          | <b>712.50</b> | \$              | <b>92.63</b> | \$            | <b>805.13</b> |                 |
| 3571075 Dec31-2020  | July2-2020         | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.40        | \$            | 300.00          | \$           | 39.00         | \$            | 339.00          |
|                     | July5-2020         | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.10        | \$            | 75.00           | \$           | 9.75          | \$            | 84.75           |
|                     | July11-2020        | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.10        | \$            | 75.00           | \$           | 9.75          | \$            | 84.75           |
|                     | July13-2020        | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.10        | \$            | 75.00           | \$           | 9.75          | \$            | 84.75           |
|                     | July28-2020        | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.10        | \$            | 75.00           | \$           | 9.75          | \$            | 84.75           |
|                     | Aug3-2020          | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.10        | \$            | 75.00           | \$           | 9.75          | \$            | 84.75           |
|                     | Aug4-2020          | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.90        | \$            | 675.00          | \$           | 87.75         | \$            | 762.75          |
|                     | Sept14-2020        | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.10        | \$            | 75.00           | \$           | 9.75          | \$            | 84.75           |
|                     | Nov1-2020          | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.10        | \$            | 75.00           | \$           | 9.75          | \$            | 84.75           |
|                     | Nov2-2020          | <b>K. Mahar</b>    | Partner   | \$ 750.00   | 0.30        | \$            | 225.00          | \$           | 29.25         | \$            | 254.25          |

**2.30      1,725.00      224.25      1,949.25**

|                     |             |                 |           |           |             |    |               |    |              |    |               |
|---------------------|-------------|-----------------|-----------|-----------|-------------|----|---------------|----|--------------|----|---------------|
| 3637742 June30-2021 | Jan4-2021   | <b>A.Stoica</b> | Law Clerk | \$ 220.00 | <b>0.50</b> | \$ | <b>110.00</b> | \$ | <b>14.30</b> | \$ | <b>124.30</b> |
|                     | Jan-2-201   | <b>K. Mahar</b> | Partner   | \$ 775.00 | 0.10        | \$ | 77.50         | \$ | 10.08        | \$ | 87.58         |
|                     | Jan4-2021   | <b>K. Mahar</b> | Partner   | \$ 775.00 | 0.50        | \$ | 387.50        | \$ | 50.38        | \$ | 437.88        |
|                     | Jan5-2021   | <b>K. Mahar</b> | Partner   | \$ 775.00 | 2.60        | \$ | 2,015.00      | \$ | 261.95       | \$ | 2,276.95      |
|                     | Jan6-2021   | <b>K. Mahar</b> | Partner   | \$ 775.00 | 0.60        | \$ | 465.00        | \$ | 60.45        | \$ | 525.45        |
|                     | Jan8-2021   | <b>K. Mahar</b> | Partner   | \$ 775.00 | 4.20        | \$ | 3,255.00      | \$ | 423.15       | \$ | 3,678.15      |
|                     | Jan11-2021  | <b>K. Mahar</b> | Partner   | \$ 775.00 | 0.60        | \$ | 465.00        | \$ | 60.45        | \$ | 525.45        |
|                     | Jan12-2021  | <b>K. Mahar</b> | Partner   | \$ 775.00 | 0.40        | \$ | 310.00        | \$ | 40.30        | \$ | 350.30        |
|                     | Jan13-2021  | <b>K. Mahar</b> | Partner   | \$ 775.00 | 0.10        | \$ | 77.50         | \$ | 10.08        | \$ | 87.58         |
|                     | Jan19-2021  | <b>K. Mahar</b> | Partner   | \$ 775.00 | 1.60        | \$ | 1,240.00      | \$ | 161.20       | \$ | 1,401.20      |
|                     | Jan20-2021  | <b>K. Mahar</b> | Partner   | \$ 775.00 | 1.00        | \$ | 775.00        | \$ | 100.75       | \$ | 875.75        |
|                     | Jan21-2021  | <b>K. Mahar</b> | Partner   | \$ 775.00 | 1.90        | \$ | 1,472.50      | \$ | 191.43       | \$ | 1,663.93      |
|                     | Jan28-2021  | <b>K. Mahar</b> | Partner   | \$ 775.00 | 1.00        | \$ | 775.00        | \$ | 100.75       | \$ | 875.75        |
|                     | Feb4-2021   | <b>K. Mahar</b> | Partner   | \$ 775.00 | 1.40        | \$ | 1,085.00      | \$ | 141.05       | \$ | 1,226.05      |
|                     | Feb5-2021   | <b>K. Mahar</b> | Partner   | \$ 775.00 | 0.30        | \$ | 232.50        | \$ | 30.23        | \$ | 262.73        |
|                     | Feb8-2021   | <b>K.Mahar</b>  | Partner   | \$ 775.00 | 1.50        | \$ | 1,162.50      | \$ | 151.13       | \$ | 1,313.63      |
|                     | Feb9-2021   | <b>K. Mahar</b> | Partner   | \$ 775.00 | 1.50        | \$ | 1,162.50      | \$ | 151.13       | \$ | 1,313.63      |
|                     | Feb10-2021  | <b>K.Mahar</b>  | Partner   | \$ 775.00 | 4.20        | \$ | 3,255.00      | \$ | 423.15       | \$ | 3,678.15      |
|                     | Fbe18-2021  | <b>K.Mahar</b>  | Partner   | \$ 775.00 | 0.20        | \$ | 155.00        | \$ | 20.15        | \$ | 175.15        |
|                     | Feb24-2021  | <b>K.Mahar</b>  | Partner   | \$ 775.00 | 0.20        | \$ | 155.00        | \$ | 20.15        | \$ | 175.15        |
|                     | Feb25-2021  | <b>K.Mahar</b>  | Partner   | \$ 775.00 | 0.70        | \$ | 542.50        | \$ | 70.53        | \$ | 613.03        |
|                     | Mar2-2021   | <b>K.Mahar</b>  | Partner   | \$ 776.00 | 0.20        | \$ | 155.20        | \$ | 20.18        | \$ | 175.38        |
|                     | Mar3-2021   | <b>K.Mahar</b>  | Partner   | \$ 777.00 | 0.30        | \$ | 233.10        | \$ | 30.30        | \$ | 263.40        |
|                     | Mar4-2021   | <b>K.Mahar</b>  | Partner   | \$ 778.00 | 0.10        | \$ | 77.80         | \$ | 10.11        | \$ | 87.91         |
|                     | Mar12-2021  | <b>K.Mahar</b>  | Partner   | \$ 779.00 | 1.00        | \$ | 779.00        | \$ | 101.27       | \$ | 880.27        |
|                     | May13-2021  | <b>K.Mahar</b>  | Partner   | \$ 780.00 | 1.00        | \$ | 780.00        | \$ | 101.40       | \$ | 881.40        |
|                     | May14-2021  | <b>K.Mahar</b>  | Partner   | \$ 781.00 | 0.10        | \$ | 78.10         | \$ | 10.15        | \$ | 88.25         |
|                     | May18-2021  | <b>K.Mahar</b>  | Partner   | \$ 782.00 | 0.50        | \$ | 391.00        | \$ | 50.83        | \$ | 441.83        |
|                     | June4-2021  | <b>K.Mahar</b>  | Partner   | \$ 783.00 | 0.20        | \$ | 156.60        | \$ | 20.36        | \$ | 176.96        |
|                     | June7-2021  | <b>K. Mahar</b> | Partner   | \$ 775.00 | 0.20        | \$ | 155.00        | \$ | 20.15        | \$ | 175.15        |
|                     | June15-2021 | <b>K. Mahar</b> | Partner   | \$ 775.00 | 0.20        | \$ | 155.00        | \$ | 20.15        | \$ | 175.15        |

|             |                 |         |           |              |    |                  |    |                 |    |                  |
|-------------|-----------------|---------|-----------|--------------|----|------------------|----|-----------------|----|------------------|
| June18-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.20         | \$ | 155.00           | \$ | 20.15           | \$ | 175.15           |
| June21-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.10         | \$ | 77.50            | \$ | 10.08           | \$ | 87.58            |
| June24-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.20         | \$ | 155.00           | \$ | 20.15           | \$ | 175.15           |
| June25-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.40         | \$ | 310.00           | \$ | 40.30           | \$ | 350.30           |
| June28-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.10         | \$ | 77.50            | \$ | 10.08           | \$ | 87.58            |
|             |                 |         |           | <b>29.40</b> |    | <b>22,800.80</b> |    | <b>2,964.10</b> |    | <b>25,764.90</b> |

3699609 Oct31-2021

|            |                  |           |           |             |    |               |    |              |    |               |
|------------|------------------|-----------|-----------|-------------|----|---------------|----|--------------|----|---------------|
| Oct5-2021  | <b>A. Stoica</b> | Law Clerk | \$ 220.00 | 0.10        | \$ | 22.00         | \$ | 2.86         | \$ | 24.86         |
| Oct13-2021 | <b>A. Stoica</b> | Law Clerk | \$ 220.00 | 0.10        | \$ | 22.00         | \$ | 2.86         | \$ | 24.86         |
| Oct28-2021 | <b>A. Stoica</b> | Law Clerk | \$ 220.00 | 2.00        | \$ | 440.00        | \$ | 57.20        | \$ | 497.20        |
|            |                  |           |           | <b>2.20</b> | \$ | <b>484.00</b> | \$ | <b>62.92</b> | \$ | <b>546.92</b> |

|             |                 |         |           |      |    |          |    |        |    |          |
|-------------|-----------------|---------|-----------|------|----|----------|----|--------|----|----------|
| July5-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 2.80 | \$ | 2,170.00 | \$ | 282.10 | \$ | 2,452.10 |
| July6-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 4.50 | \$ | 3,487.50 | \$ | 453.38 | \$ | 3,940.88 |
| July28-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.10 | \$ | 77.50    | \$ | 10.08  | \$ | 87.58    |
| Aug13-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.20 | \$ | 155.00   | \$ | 20.15  | \$ | 175.15   |
| Aug20-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.20 | \$ | 155.00   | \$ | 20.15  | \$ | 175.15   |
| Aug24-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.20 | \$ | 155.00   | \$ | 20.15  | \$ | 175.15   |
| Aug30-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.10 | \$ | 77.50    | \$ | 10.08  | \$ | 87.58    |
| Sept1-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.20 | \$ | 155.00   | \$ | 20.15  | \$ | 175.15   |
| Sept2-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.50 | \$ | 387.50   | \$ | 50.38  | \$ | 437.88   |
| Sept3-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.20 | \$ | 155.00   | \$ | 20.15  | \$ | 175.15   |
| Sept7-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 3.00 | \$ | 2,325.00 | \$ | 302.25 | \$ | 2,627.25 |
| Sept8-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.20 | \$ | 155.00   | \$ | 20.15  | \$ | 175.15   |
| Sept14-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.10 | \$ | 77.50    | \$ | 10.08  | \$ | 87.58    |
| Sept15-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 1.00 | \$ | 775.00   | \$ | 100.75 | \$ | 875.75   |
| Sept20-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.10 | \$ | 77.50    | \$ | 10.08  | \$ | 87.58    |
| Sept23-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.20 | \$ | 155.00   | \$ | 20.15  | \$ | 175.15   |
| Sept24-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.10 | \$ | 77.50    | \$ | 10.08  | \$ | 87.58    |
| Sept27-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.20 | \$ | 155.00   | \$ | 20.15  | \$ | 175.15   |
| Sept28-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.30 | \$ | 232.50   | \$ | 30.23  | \$ | 262.73   |
| Sept29-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 1.20 | \$ | 930.00   | \$ | 120.90 | \$ | 1,050.90 |
| Sept30-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.20 | \$ | 155.00   | \$ | 20.15  | \$ | 175.15   |
| Oct1-2021   | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.50 | \$ | 387.50   | \$ | 50.38  | \$ | 437.88   |

|            |          |         |           |              |                  |                 |                  |
|------------|----------|---------|-----------|--------------|------------------|-----------------|------------------|
| Oct4-2021  | K. Mahar | Partner | \$ 775.00 | 2.80         | \$ 2,170.00      | \$ 282.10       | \$ 2,452.10      |
| Oct5-2021  | K. Mahar | Partner | \$ 775.00 | 0.10         | \$ 77.50         | \$ 10.08        | \$ 87.58         |
| Oct6-2021  | K. Mahar | Partner | \$ 775.00 | 0.20         | \$ 155.00        | \$ 20.15        | \$ 175.15        |
| Oct7-2021  | K. Mahar | Partner | \$ 775.00 | 0.10         | \$ 77.50         | \$ 10.08        | \$ 87.58         |
| Oct8-2021  | K. Mahar | Partner | \$ 775.00 | 0.20         | \$ 155.00        | \$ 20.15        | \$ 175.15        |
| Oct12-2021 | K. Mahar | Partner | \$ 775.00 | 0.20         | \$ 155.00        | \$ 20.15        | \$ 175.15        |
| Oct13-2021 | K. Mahar | Partner | \$ 775.00 | 3.20         | \$ 2,480.00      | \$ 322.40       | \$ 2,802.40      |
| Oct15-2021 | K. Mahar | Partner | \$ 775.00 | 0.20         | \$ 155.00        | \$ 20.15        | \$ 175.15        |
| Oct17-2021 | K. Mahar | Partner | \$ 775.00 | 0.10         | \$ 77.50         | \$ 10.08        | \$ 87.58         |
| Oct18-2021 | K. Mahar | Partner | \$ 775.00 | 0.60         | \$ 465.00        | \$ 60.45        | \$ 525.45        |
| Oct19-2021 | K. Mahar | Partner | \$ 775.00 | 0.20         | \$ 155.00        | \$ 20.15        | \$ 175.15        |
| Oct21-2021 | K. Mahar | Partner | \$ 775.00 | 0.80         | \$ 620.00        | \$ 80.60        | \$ 700.60        |
| Oct22-2021 | K. Mahar | Partner | \$ 775.00 | 6.00         | \$ 4,650.00      | \$ 604.50       | \$ 5,254.50      |
| Oct25-2021 | K. Mahar | Partner | \$ 775.00 | 0.50         | \$ 387.50        | \$ 50.38        | \$ 437.88        |
| Oct26-2021 | K. Mahar | Partner | \$ 775.00 | 0.80         | \$ 620.00        | \$ 80.60        | \$ 700.60        |
| Oct27-2021 | K. Mahar | Partner | \$ 775.00 | 0.90         | \$ 697.50        | \$ 90.68        | \$ 788.18        |
| Oct28-2021 | K. Mahar | Partner | \$ 775.00 | 5.70         | \$ 4,417.50      | \$ 574.28       | \$ 4,991.78      |
| Oct29-2021 | K. Mahar | Partner | \$ 775.00 | 3.10         | \$ 2,402.50      | \$ 312.33       | \$ 2,714.83      |
|            |          |         |           | <b>41.80</b> | <b>32,395.00</b> | <b>4,211.35</b> | <b>36,606.35</b> |

3696293 Nov30-2021

|            |           |           |           |      |             |           |             |
|------------|-----------|-----------|-----------|------|-------------|-----------|-------------|
| Nov3-2021  | A. Stoica | Law Clerk | \$ 220.00 | 0.50 | \$ 110.00   | \$ 14.30  | \$ 124.30   |
| Nov5-2021  | A. Stoica | Law Clerk | \$ 220.00 | 2.00 | \$ 440.00   | \$ 57.20  | \$ 497.20   |
| Nov8-2021  | A. Stoica | Law Clerk | \$ 220.00 | 1.00 | \$ 220.00   | \$ 28.60  | \$ 248.60   |
| Nov9-2021  | A. Stoica | Law Clerk | \$ 220.00 | 0.20 | \$ 44.00    | \$ 5.72   | \$ 49.72    |
| Nov11-2021 | A. Stoica | Law Clerk | \$ 220.00 | 0.10 | \$ 22.00    | \$ 2.86   | \$ 24.86    |
| Nov15-2021 | A. Stoica | Law Clerk | \$ 220.00 | 6.00 | \$ 1,320.00 | \$ 171.60 | \$ 1,491.60 |
| Nov16-2021 | A. Stoica | Law Clerk | \$ 220.00 | 6.00 | \$ 1,320.00 | \$ 171.60 | \$ 1,491.60 |
| Nov17-2021 | A. Stoica | Law Clerk | \$ 220.00 | 6.00 | \$ 1,320.00 | \$ 171.60 | \$ 1,491.60 |
| Nov18-2021 | A. Stoica | Law Clerk | \$ 220.00 | 6.00 | \$ 1,320.00 | \$ 171.60 | \$ 1,491.60 |
| Nov19-2021 | A. Stoica | Law Clerk | \$ 220.00 | 3.00 | \$ 660.00   | \$ 85.80  | \$ 745.80   |
| Nov22-2021 | A. Stoica | Law Clerk | \$ 220.00 | 5.50 | \$ 1,210.00 | \$ 157.30 | \$ 1,367.30 |
| Nov23-2021 | A. Stoica | Law Clerk | \$ 220.00 | 5.00 | \$ 1,100.00 | \$ 143.00 | \$ 1,243.00 |
| Nov24-2021 | A. Stoica | Law Clerk | \$ 220.00 | 4.00 | \$ 880.00   | \$ 114.40 | \$ 994.40   |
| Nov25-2021 | A. Stoica | Law Clerk | \$ 220.00 | 6.00 | \$ 1,320.00 | \$ 171.60 | \$ 1,491.60 |



|                    |            |                 |         |           |              |                  |                 |                  |
|--------------------|------------|-----------------|---------|-----------|--------------|------------------|-----------------|------------------|
|                    |            |                 |         |           | <b>51.30</b> | <b>11,286.00</b> | <b>1,467.18</b> | <b>12,753.18</b> |
|                    | Nov1-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 1.40         | \$ 1,085.00      | \$ 141.05       | \$ 1,226.05      |
|                    | Nov1-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 2.00         | \$ 1,550.00      | \$ 201.50       | \$ 1,751.50      |
|                    | Nov2-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 1.90         | \$ 1,472.50      | \$ 191.43       | \$ 1,663.93      |
|                    | Nov3-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 3.70         | \$ 2,867.50      | \$ 372.78       | \$ 3,240.28      |
|                    | Nov4-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 2.00         | \$ 1,550.00      | \$ 201.50       | \$ 1,751.50      |
|                    | Nov5-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 5.60         | \$ 4,340.00      | \$ 564.20       | \$ 4,904.20      |
|                    | Nov6-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.20         | \$ 155.00        | \$ 20.15        | \$ 175.15        |
|                    | Nov8-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 2.00         | \$ 1,550.00      | \$ 201.50       | \$ 1,751.50      |
|                    | Nov9-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 1.50         | \$ 1,162.50      | \$ 151.13       | \$ 1,313.63      |
|                    | Nov10-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 2.00         | \$ 1,550.00      | \$ 201.50       | \$ 1,751.50      |
|                    | Nov11-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.80         | \$ 620.00        | \$ 80.60        | \$ 700.60        |
|                    | Nov12-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 2.20         | \$ 1,705.00      | \$ 221.65       | \$ 1,926.65      |
|                    | Nov13-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 3.10         | \$ 2,402.50      | \$ 312.33       | \$ 2,714.83      |
|                    | Nov14-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 3.50         | \$ 2,712.50      | \$ 352.63       | \$ 3,065.13      |
|                    | Nov15-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 7.20         | \$ 5,580.00      | \$ 725.40       | \$ 6,305.40      |
|                    | Nov16-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 7.00         | \$ 5,425.00      | \$ 705.25       | \$ 6,130.25      |
|                    | Nov17-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 6.70         | \$ 5,192.50      | \$ 675.03       | \$ 5,867.53      |
|                    | Nov18-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 6.50         | \$ 5,037.50      | \$ 654.88       | \$ 5,692.38      |
|                    | Nov19-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 5.80         | \$ 4,495.00      | \$ 584.35       | \$ 5,079.35      |
|                    | Nov22-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 7.50         | \$ 5,812.50      | \$ 755.63       | \$ 6,568.13      |
|                    | Nov23-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 5.20         | \$ 4,030.00      | \$ 523.90       | \$ 4,553.90      |
|                    | Nov24-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 5.60         | \$ 4,340.00      | \$ 564.20       | \$ 4,904.20      |
|                    | Nov25-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 5.80         | \$ 4,495.00      | \$ 584.35       | \$ 5,079.35      |
|                    |            |                 |         |           | <b>89.20</b> | <b>69,130.00</b> | <b>8,986.90</b> | <b>78,116.90</b> |
| 3700770 Dec31-2021 | Nov26-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.10         | \$ 77.50         | \$ 10.08        | \$ 87.58         |
|                    | Nov28-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.20         | \$ 155.00        | \$ 20.15        | \$ 175.15        |
|                    | Nov29-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 1.50         | \$ 1,162.50      | \$ 151.13       | \$ 1,313.63      |
|                    | Dec1-2021  | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.10         | \$ 77.50         | \$ 10.08        | \$ 87.58         |
|                    | Dec17-2021 | <b>K. Mahar</b> | Partner | \$ 775.00 | 0.10         | \$ 77.50         | \$ 10.08        | \$ 87.58         |
|                    |            |                 |         |           | <b>2.00</b>  | <b>1,550.00</b>  | <b>201.50</b>   | <b>1,751.50</b>  |

|                     |             |          |         |             |                  |                    |                  |                    |
|---------------------|-------------|----------|---------|-------------|------------------|--------------------|------------------|--------------------|
| 3742360 Mar31-2022  | Feb10-2022  | K. Mahar | Partner | \$ 810.00   | 0.10             | \$ 81.00           | \$ 10.53         | \$ 91.53           |
|                     | Feb14-2022  | K. Mahar | Partner | \$ 810.00   | 0.10             | \$ 81.00           | \$ 10.53         | \$ 91.53           |
|                     | Feb 19-2022 | K. Mahar | Partner | \$ 810.00   | 0.10             | \$ 81.00           | \$ 10.53         | \$ 91.53           |
|                     | Feb21-2022  | K. Mahar | Partner | \$ 810.00   | 0.10             | \$ 81.00           | \$ 10.53         | \$ 91.53           |
|                     | Feb22-2022  | K. Mahar | Partner | \$ 810.00   | 0.20             | \$ 162.00          | \$ 21.06         | \$ 183.06          |
|                     | Feb23-2022  | K. Mahar | Partner | \$ 810.00   | 0.20             | \$ 162.00          | \$ 21.06         | \$ 183.06          |
|                     |             |          |         | <b>0.80</b> | <b>\$ 648.00</b> | <b>\$ 84.24</b>    | <b>\$ 732.24</b> |                    |
| 3751971 Apr30-2022  | Apr21-2022  | K. Mahar | Partner | \$ 810.00   | 2.80             | \$ 2,268.00        | \$ 294.84        | \$ 2,562.84        |
|                     | Apr22-2022  | K. Mahar | Partner | \$ 810.00   | 6.40             | \$ 5,184.00        | \$ 673.92        | \$ 5,857.92        |
|                     |             |          |         |             | <b>9.20</b>      | <b>\$ 7,452.00</b> | <b>\$ 968.76</b> | <b>\$ 8,420.76</b> |
| 3774543 May31-2022  | May12-2022  | K.Mahar  | Partner | \$ 810.00   | 0.20             | \$ 162.00          | \$ 21.06         | \$ 183.06          |
|                     | May13-2022  | K.Mahar  | Partner | \$ 811.00   | 0.20             | \$ 162.20          | \$ 21.09         | \$ 183.29          |
|                     | May16-2022  | K.Mahar  | Partner | \$ 812.00   | 0.20             | \$ 162.40          | \$ 21.11         | \$ 183.51          |
|                     | May17-2022  | K.Mahar  | Partner | \$ 813.00   | 0.20             | \$ 162.60          | \$ 21.14         | \$ 183.74          |
|                     | May19-2022  | K.Mahar  | Partner | \$ 814.00   | 0.10             | \$ 81.40           | \$ 10.58         | \$ 91.98           |
|                     | May20-2022  | K.Mahar  | Partner | \$ 815.00   | 0.20             | \$ 163.00          | \$ 21.19         | \$ 184.19          |
|                     | May24-2022  | K.Mahar  | Partner | \$ 816.00   | 0.80             | \$ 652.80          | \$ 84.86         | \$ 737.66          |
|                     | May25-2022  | K.Mahar  | Partner | \$ 817.00   | 0.10             | \$ 81.70           | \$ 10.62         | \$ 92.32           |
|                     | May27-2022  | K.Mahar  | Partner | \$ 818.00   | 0.20             | \$ 163.60          | \$ 21.27         | \$ 184.87          |
|                     | May29-2022  | K.Mahar  | Partner | \$ 819.00   | 1.40             | \$ 1,146.60        | \$ 149.06        | \$ 1,295.66        |
|                     | May30-2022  | K.Mahar  | Partner | \$ 820.00   | 1.00             | \$ 820.00          | \$ 106.60        | \$ 926.60          |
|                     | May31-2022  | K.Mahar  | Partner | \$ 821.00   | 1.50             | \$ 1,231.50        | \$ 160.10        | \$ 1,391.60        |
|                     |             |          |         | <b>6.10</b> | <b>4,989.80</b>  | <b>648.67</b>      | <b>5,638.47</b>  |                    |
| 3776324 June30-2022 | June2-2022  | K. Mahar | Partner | \$ 810.00   | 0.10             | \$ 81.00           | \$ 10.53         | \$ 91.53           |
|                     | June9-2022  | K. Mahar | Partner | \$ 810.00   | 0.20             | \$ 162.00          | \$ 21.06         | \$ 183.06          |
|                     | June10-2022 | K. Mahar | Partner | \$ 810.00   | 0.20             | \$ 162.00          | \$ 21.06         | \$ 183.06          |
|                     | June18-2022 | K. Mahar | Partner | \$ 810.00   | 0.10             | \$ 81.00           | \$ 10.53         | \$ 91.53           |
|                     | June28-2022 | K. Mahar | Partner | \$ 810.00   | 0.60             | \$ 486.00          | \$ 63.18         | \$ 549.18          |
|                     | June28-2022 | K. Mahar | Partner | \$ 810.00   | 0.10             | \$ 81.00           | \$ 10.53         | \$ 91.53           |
|                     | June29-2022 | K. Mahar | Partner | \$ 810.00   | 0.20             | \$ 162.00          | \$ 21.06         | \$ 183.06          |
|                     |             |          |         | <b>1.50</b> | <b>1,215.00</b>  | <b>157.95</b>      | <b>1,372.95</b>  |                    |

| 3842553 Dec31-2022 | Date        | Name     | Role         | Base Pay         | Hours         | Rate                 | Base Pay            | Hours                | Rate | Total |
|--------------------|-------------|----------|--------------|------------------|---------------|----------------------|---------------------|----------------------|------|-------|
|                    | July6-2022  | K. Mahar | Partner      | \$ 810.00        | 0.10          | \$ 81.00             | \$ 10.53            | \$ 91.53             |      |       |
|                    | July8-2022  | K. Mahar | Partner      | \$ 810.00        | 0.40          | \$ 324.00            | \$ 42.12            | \$ 366.12            |      |       |
|                    | July11-2022 | K. Mahar | Partner      | \$ 810.00        | 0.70          | \$ 567.00            | \$ 73.71            | \$ 640.71            |      |       |
|                    | July12-2022 | K. Mahar | Partner      | \$ 810.00        | 1.30          | \$ 1,053.00          | \$ 136.89           | \$ 1,189.89          |      |       |
|                    | July14-2022 | K. Mahar | Partner      | \$ 810.00        | 2.00          | \$ 1,620.00          | \$ 210.60           | \$ 1,830.60          |      |       |
|                    | July15-2022 | K. Mahar | Partner      | \$ 810.00        | 3.30          | \$ 2,673.00          | \$ 347.49           | \$ 3,020.49          |      |       |
|                    | July19-2022 | K. Mahar | Partner      | \$ 810.00        | 0.40          | \$ 324.00            | \$ 42.12            | \$ 366.12            |      |       |
|                    | July21-2022 | K. Mahar | Partner      | \$ 810.00        | 0.10          | \$ 81.00             | \$ 10.53            | \$ 91.53             |      |       |
|                    | Aug5-2022   | K. Mahar | Partner      | \$ 810.00        | 0.10          | \$ 81.00             | \$ 10.53            | \$ 91.53             |      |       |
|                    | Aug7-2022   | K. Mahar | Partner      | \$ 810.00        | 0.40          | \$ 324.00            | \$ 42.12            | \$ 366.12            |      |       |
|                    | Aug8-2022   | K. Mahar | Partner      | \$ 810.00        | 0.20          | \$ 162.00            | \$ 21.06            | \$ 183.06            |      |       |
|                    | Aug9-2022   | K. Mahar | Partner      | \$ 810.00        | 0.50          | \$ 405.00            | \$ 52.65            | \$ 457.65            |      |       |
|                    | Aug10-2022  | K. Mahar | Partner      | \$ 810.00        | 1.00          | \$ 810.00            | \$ 105.30           | \$ 915.30            |      |       |
|                    | Sept15-2022 | K. Mahar | Partner      | \$ 810.00        | 0.20          | \$ 162.00            | \$ 21.06            | \$ 183.06            |      |       |
|                    | Sept16-2022 | K. Mahar | Partner      | \$ 810.00        | 0.10          | \$ 81.00             | \$ 10.53            | \$ 91.53             |      |       |
|                    | Sept19-2022 | K. Mahar | Partner      | \$ 810.00        | 1.50          | \$ 1,215.00          | \$ 157.95           | \$ 1,372.95          |      |       |
|                    | Sept20-2022 | K. Mahar | Partner      | \$ 810.00        | 0.20          | \$ 162.00            | \$ 21.06            | \$ 183.06            |      |       |
|                    |             |          |              |                  | <b>12.50</b>  | <b>10,125.00</b>     | <b>1,316.25</b>     | <b>11,441.25</b>     |      |       |
|                    |             |          | <b>TOTAL</b> | <b>\$ 660.88</b> | <b>272.80</b> | <b>\$ 180,287.70</b> | <b>\$ 23,437.40</b> | <b>\$ 203,725.10</b> |      |       |

## Sources and Uses Report

| Invoice # | Invoice Date | Docket date | Name    | Position | Rate        | Hours            | Fees                | HST                | Total               |
|-----------|--------------|-------------|---------|----------|-------------|------------------|---------------------|--------------------|---------------------|
| 3272907   | Dec31-2018   | July23-2018 | G.Azeff | Partner  | \$ 680.00   | 0.20             | \$ 136.00           | \$ 17.68           | \$ 153.68           |
|           |              | Aug27-2018  | G.Azeff | Partner  | \$ 680.00   | 0.50             | \$ 340.00           | \$ 44.20           | \$ 384.20           |
|           |              | Aug28-2018  | G.Azeff | Partner  | \$ 715.00   | 0.20             | \$ 143.00           | \$ 18.59           | \$ 161.59           |
|           |              |             |         |          | <b>0.90</b> | <b>\$ 619.00</b> | <b>\$ 80.47</b>     | <b>\$ 699.47</b>   |                     |
|           |              | May4-2018   | K.Mahar | Partner  | \$ 715.00   | 0.40             | \$ 286.00           | \$ 37.18           | \$ 323.18           |
|           |              | July23-2018 | K.Mahar | Partner  | \$ 715.00   | 0.20             | \$ 143.00           | \$ 18.59           | \$ 161.59           |
|           |              | Aug8-2018   | K.Mahar | Partner  | \$ 715.00   | 0.20             | \$ 143.00           | \$ 18.59           | \$ 161.59           |
|           |              | Aug14-2018  | K.Mahar | Partner  | \$ 715.00   | 0.10             | \$ 71.50            | \$ 9.30            | \$ 80.80            |
|           |              | Aug19-2018  | K.Mahar | Partner  | \$ 715.00   | 6.50             | \$ 4,647.50         | \$ 604.18          | \$ 5,251.68         |
|           |              | Aug20-2018  | K.Mahar | Partner  | \$ 715.00   | 1.20             | \$ 858.00           | \$ 111.54          | \$ 969.54           |
|           |              | Aug21-2018  | K.Mahar | Partner  | \$ 715.00   | 0.40             | \$ 286.00           | \$ 37.18           | \$ 323.18           |
|           |              | Aug22-2018  | K.Mahar | Partner  | \$ 715.00   | 0.20             | \$ 143.00           | \$ 18.59           | \$ 161.59           |
|           |              | Aug23-2018  | K.Mahar | Partner  | \$ 715.00   | 0.10             | \$ 71.50            | \$ 9.30            | \$ 80.80            |
|           |              | Aug26-2018  | K.Mahar | Partner  | \$ 715.00   | 5.00             | \$ 3,575.00         | \$ 464.75          | \$ 4,039.75         |
|           |              | Aug27-2018  | K.Mahar | Partner  | \$ 715.00   | 3.80             | \$ 2,717.00         | \$ 353.21          | \$ 3,070.21         |
|           |              | Aug30-2018  | K.Mahar | Partner  | \$ 715.00   | 0.80             | \$ 572.00           | \$ 74.36           | \$ 646.36           |
|           |              | Aug31-2018  | K.Mahar | Partner  | \$ 715.00   | 1.00             | \$ 715.00           | \$ 92.95           | \$ 807.95           |
|           |              | Oct1-2018   | K.Mahar | Partner  | \$ 715.00   | 0.10             | \$ 71.50            | \$ 9.30            | \$ 80.80            |
|           |              | Oct26-2018  | K.Mahar | Partner  | \$ 715.00   | 0.10             | \$ 71.50            | \$ 9.30            | \$ 80.80            |
|           |              | Nov1-2018   | K.Mahar | Partner  | \$ 715.00   | 0.30             | \$ 214.50           | \$ 27.89           | \$ 242.39           |
|           |              | Nov12-2018  | K.Mahar | Partner  | \$ 715.00   | 0.70             | \$ 500.50           | \$ 65.07           | \$ 565.57           |
|           |              | Nov21-2018  | K.Mahar | Partner  | \$ 715.00   | 0.10             | \$ 71.50            | \$ 9.30            | \$ 80.80            |
|           |              | Nov22-2018  | K.Mahar | Partner  | \$ 715.00   | 0.20             | \$ 143.00           | \$ 18.59           | \$ 161.59           |
|           |              | Nov28-2018  | K.Mahar | Partner  | \$ 715.00   | 0.10             | \$ 71.50            | \$ 9.30            | \$ 80.80            |
|           |              | Dec6-2018   | K.Mahar | Partner  | \$ 715.00   | 0.50             | \$ 357.50           | \$ 46.48           | \$ 403.98           |
|           |              | Dec12-2018  | K.Mahar | Partner  | \$ 715.00   | 0.20             | \$ 143.00           | \$ 18.59           | \$ 161.59           |
|           |              | Jan22-2019  | K.Mahar | Partner  | \$ 730.00   | 0.20             | \$ 146.00           | \$ 18.98           | \$ 164.98           |
|           |              |             |         |          |             | <b>22.40</b>     | <b>\$ 16,019.00</b> | <b>\$ 2,082.47</b> | <b>\$ 18,101.47</b> |
| 3424276   | Dec31-2019   | Jan29-2019  | K.Mahar | Partner  | \$ 730.00   | 0.20             | \$ 146.00           | \$ 18.98           | \$ 164.98           |
|           |              | Feb3-2019   | K.Mahar | Partner  | \$ 730.00   | 1.00             | \$ 730.00           | \$ 94.90           | \$ 824.90           |

|              |         |              |                  |              |                     |                    |                     |
|--------------|---------|--------------|------------------|--------------|---------------------|--------------------|---------------------|
| Feb4-2019    | K.Mahar | Partner      | \$ 730.00        | 4.00         | \$ 2,920.00         | \$ 379.60          | \$ 3,299.60         |
| Feb13-2019   | K.Mahar | Partner      | \$ 730.00        | 1.00         | \$ 730.00           | \$ 94.90           | \$ 824.90           |
| Feb14-2019   | K.Mahar | Partner      | \$ 730.00        | 2.00         | \$ 1,460.00         | \$ 189.80          | \$ 1,649.80         |
| Feb15-2019   | K.Mahar | Partner      | \$ 730.00        | 0.50         | \$ 365.00           | \$ 47.45           | \$ 412.45           |
| Feb16-2019   | K.Mahar | Partner      | \$ 730.00        | 1.30         | \$ 949.00           | \$ 123.37          | \$ 1,072.37         |
| Feb17-2019   | K.Mahar | Partner      | \$ 730.00        | 0.20         | \$ 146.00           | \$ 18.98           | \$ 164.98           |
| Feb18-2019   | K.Mahar | Partner      | \$ 730.00        | 0.10         | \$ 73.00            | \$ 9.49            | \$ 82.49            |
| Feb9-2019    | K.Mahar | Partner      | \$ 730.00        | 1.00         | \$ 730.00           | \$ 94.90           | \$ 824.90           |
| April29-2019 | K.Mahar | Partner      | \$ 730.00        | 0.50         | \$ 365.00           | \$ 47.45           | \$ 412.45           |
| April25-2019 | K.Mahar | Partner      | \$ 730.00        | 0.30         | \$ 219.00           | \$ 28.47           | \$ 247.47           |
| Aug2-2019    | K.Mahar | Partner      | \$ 730.00        | 0.60         | \$ 438.00           | \$ 56.94           | \$ 494.94           |
|              |         |              |                  | <b>12.70</b> | <b>9,271.00</b>     | <b>1,205.23</b>    | <b>10,476.23</b>    |
|              |         | <b>TOTAL</b> | <b>\$ 719.70</b> | <b>36.00</b> | <b>\$ 25,909.00</b> | <b>\$ 3,368.17</b> | <b>\$ 29,277.17</b> |

**Accounting and Tax**

| Invoice # | Invoice Date | Docket date  | Name        | Position  | Rate      | Hours       | Fees            | HST           | Total           |
|-----------|--------------|--------------|-------------|-----------|-----------|-------------|-----------------|---------------|-----------------|
| 3132656   | Dec31-2017   | Oct23-2017   | K. Balkwell | Partner   | \$ 600.00 | 1.20        | \$ 720.00       | \$ 93.60      | \$ 813.60       |
|           |              | Oct19-2017   | K.Mahar     | Partner   | \$ 700.00 | 0.20        | \$ 140.00       | \$ 18.20      | \$ 158.20       |
|           |              | Oct20-2017   | K.Mahar     | Partner   | \$ 700.00 | 0.60        | \$ 420.00       | \$ 54.60      | \$ 474.60       |
|           |              | Oct21-2017   | K.Mahar     | Partner   | \$ 700.00 | 0.20        | \$ 140.00       | \$ 18.20      | \$ 158.20       |
|           |              | Oct22-2017   | K.Mahar     | Partner   | \$ 700.00 | 0.70        | \$ 490.00       | \$ 63.70      | \$ 553.70       |
|           |              | Oct23-2017   | K.Mahar     | Partner   | \$ 700.00 | 0.20        | \$ 140.00       | \$ 18.20      | \$ 158.20       |
|           |              | Oct24-2017   | K.Mahar     | Partner   | \$ 700.00 | 0.50        | \$ 350.00       | \$ 45.50      | \$ 395.50       |
|           |              |              |             |           |           | <b>2.40</b> | <b>1,680.00</b> | <b>218.40</b> | <b>1,898.40</b> |
|           |              | Oct19-2017   | S.De Caria  | Associate | \$ 315.00 | 1.90        | \$ 598.50       | \$ 77.81      | \$ 676.31       |
|           |              | Oct20-2017   | S.De Caria  | Associate | \$ 315.00 | 1.50        | \$ 472.50       | \$ 61.43      | \$ 533.93       |
|           |              | Oct21-2017   | S.De Caria  | Associate | \$ 315.00 | 0.30        | \$ 94.50        | \$ 12.29      | \$ 106.79       |
|           |              | Oct22-2017   | S.De Caria  | Associate | \$ 315.00 | 1.50        | \$ 472.50       | \$ 61.43      | \$ 533.93       |
|           |              | Oct24-2017   | S.De Caria  | Associate | \$ 315.00 | 1.00        | \$ 315.00       | \$ 40.95      | \$ 355.95       |
|           |              |              |             |           |           | <b>6.20</b> | <b>1,953.00</b> | <b>253.89</b> | <b>2,206.89</b> |
|           |              | Oct21-2017   | V.Rodrigues | Associate | \$ 335.00 | 3.40        | \$ 1,139.00     | \$ 148.07     | \$ 1,287.07     |
| 3189575   | May31-2018   | Apr11-2018   | K.Mahar     | Partner   | \$ 715.00 | 1.00        | \$ 715.00       | \$ 92.95      | \$ 807.95       |
| 3201202   | June30-2018  | Mar28-2018   | K.Mahar     | Partner   | \$ 715.00 | 0.50        | \$ 357.50       | \$ 46.48      | \$ 403.98       |
|           |              | April10-2018 | K.Mahar     | Partner   | \$ 715.00 | 0.40        | \$ 286.00       | \$ 37.18      | \$ 323.18       |
|           |              |              |             |           |           | <b>0.90</b> | <b>643.50</b>   | <b>83.66</b>  | <b>727.16</b>   |
| 3210086   | July18-2018  | April12-2018 | K.Mahar     | Partner   | \$ 715.00 | 1.00        | \$ 715.00       | \$ 92.95      | \$ 807.95       |
| 3228184   | Aug31-2018   | May10-2018   | K. Balkwill | Partner   | \$ 615.00 | 3.90        | \$ 2,398.50     | \$ 311.81     | \$ 2,710.31     |
|           |              | May15-2018   | K. Balkwill | Partner   | \$ 615.00 | 0.90        | \$ 553.50       | \$ 71.96      | \$ 625.46       |
|           |              | May16-2018   | K. Balkwill | Partner   | \$ 615.00 | 0.20        | \$ 123.00       | \$ 15.99      | \$ 138.99       |
|           |              | May18-2018   | K. Balkwill | Partner   | \$ 615.00 | 0.50        | \$ 307.50       | \$ 39.98      | \$ 347.48       |

|                    |            |             |           |           |              |                  |                 |                  |
|--------------------|------------|-------------|-----------|-----------|--------------|------------------|-----------------|------------------|
|                    | May30-2018 | K. Balkwill | Partner   | \$ 615.00 | 0.20         | \$ 123.00        | \$ 15.99        | \$ 138.99        |
|                    |            |             |           |           | <b>5.70</b>  | <b>3,505.50</b>  | <b>455.72</b>   | <b>3,961.22</b>  |
|                    | May11-2018 | Y.Du        | Associate | \$ 255.00 | <b>2.80</b>  | <b>\$ 714.00</b> | <b>\$ 92.82</b> | <b>\$ 806.82</b> |
| 3272907 Dec31-2018 | May3-2018  | K.Balkwill  | Partner   | \$ 615.00 | 0.50         | \$ 307.50        | \$ 39.98        | \$ 347.48        |
|                    | Dec19-2018 | K.Balkwill  | Partner   | \$ 615.00 | 2.20         | \$ 1,353.00      | \$ 175.89       | \$ 1,528.89      |
|                    |            |             |           |           | <b>2.70</b>  | <b>1,660.50</b>  | <b>215.87</b>   | <b>1,876.37</b>  |
|                    | May1-2018  | K.Mahar     | Partner   | \$ 715.00 | 0.20         | \$ 143.00        | \$ 18.59        | \$ 161.59        |
|                    | May3-2018  | K.Mahar     | Partner   | \$ 715.00 | 0.80         | \$ 572.00        | \$ 74.36        | \$ 646.36        |
|                    | May4-2018  | K.Mahar     | Partner   | \$ 715.00 | 0.80         | \$ 572.00        | \$ 74.36        | \$ 646.36        |
|                    | May7-2018  | K.Mahar     | Partner   | \$ 715.00 | 0.80         | \$ 572.00        | \$ 74.36        | \$ 646.36        |
|                    | May10-2018 | K.Mahar     | Partner   | \$ 715.00 | 3.00         | \$ 2,145.00      | \$ 278.85       | \$ 2,423.85      |
|                    | May11-2018 | K.Mahar     | Partner   | \$ 715.00 | 0.30         | \$ 214.50        | \$ 27.89        | \$ 242.39        |
|                    | May15-2018 | K.Mahar     | Partner   | \$ 715.00 | 0.30         | \$ 214.50        | \$ 27.89        | \$ 242.39        |
|                    | May16-2018 | K.Mahar     | Partner   | \$ 715.00 | 0.50         | \$ 357.50        | \$ 46.48        | \$ 403.98        |
|                    | May29-2018 | K.Mahar     | Partner   | \$ 715.00 | 0.20         | \$ 143.00        | \$ 18.59        | \$ 161.59        |
|                    | May30-2018 | K.Mahar     | Partner   | \$ 715.00 | 0.50         | \$ 357.50        | \$ 46.48        | \$ 403.98        |
|                    | Aug9-2018  | K.Mahar     | Partner   | \$ 715.00 | 0.30         | \$ 214.50        | \$ 27.89        | \$ 242.39        |
|                    | Oct1-2018  | K.Mahar     | Partner   | \$ 715.00 | 0.50         | \$ 357.50        | \$ 46.48        | \$ 403.98        |
|                    | Oct19-2018 | K.Mahar     | Partner   | \$ 715.00 | 0.40         | \$ 286.00        | \$ 37.18        | \$ 323.18        |
|                    | Nov13-2018 | K.Mahar     | Partner   | \$ 715.00 | 0.20         | \$ 143.00        | \$ 18.59        | \$ 161.59        |
|                    | Dec3-2018  | K.Mahar     | Partner   | \$ 715.00 | 0.40         | \$ 286.00        | \$ 37.18        | \$ 323.18        |
|                    | Dec12-2018 | K.Mahar     | Partner   | \$ 715.00 | 0.10         | \$ 71.50         | \$ 9.30         | \$ 80.80         |
|                    | Dec19-2018 | K.Mahar     | Partner   | \$ 715.00 | 1.50         | \$ 1,072.50      | \$ 139.43       | \$ 1,211.93      |
|                    |            |             |           |           | <b>10.80</b> | <b>7,722.00</b>  | <b>1,003.86</b> | <b>8,725.86</b>  |
|                    | May23-2018 | S. Rizvi    | Student   | \$ 165.00 | 1.80         | \$ 297.00        | \$ 38.61        | \$ 335.61        |
|                    | May24-2018 | S. Rizvi    | Student   | \$ 165.00 | 2.80         | \$ 462.00        | \$ 60.06        | \$ 522.06        |
|                    | May24-2018 | S. Rizvi    | Student   | \$ 165.00 | 2.70         | \$ 445.50        | \$ 57.92        | \$ 503.42        |
|                    | May25-2018 | S. Rizvi    | Student   | \$ 165.00 | 5.40         | \$ 891.00        | \$ 115.83       | \$ 1,006.83      |
|                    | May27-2018 | S. Rizvi    | Student   | \$ 165.00 | 5.70         | \$ 940.50        | \$ 122.27       | \$ 1,062.77      |
|                    |            |             |           |           | <b>18.40</b> | <b>3,036.00</b>  | <b>394.68</b>   | <b>3,430.68</b>  |

|         |             |             |         |              |                  |              |                    |                   |                    |
|---------|-------------|-------------|---------|--------------|------------------|--------------|--------------------|-------------------|--------------------|
| 3424276 | Dec31-2019  | Feb15-2019  | K.Mahar | Partner      | \$ 730.00        | 0.40         | \$ 292.00          | \$ 37.96          | \$ 329.96          |
|         |             | Mar7-2019   | K.Mahar | Partner      | \$ 730.00        | 0.40         | \$ 292.00          | \$ 37.96          | \$ 329.96          |
|         |             |             |         |              |                  | <b>0.80</b>  | <b>584.00</b>      | <b>75.92</b>      | <b>659.92</b>      |
| 3470884 | Mar30-2020  | Mar5-2020   | K.Mahar | Partner      | \$ 750.00        | <b>0.20</b>  | <b>\$ 150.00</b>   | <b>\$ 19.50</b>   | <b>\$ 169.50</b>   |
| 3489080 | May31-2020  | May20-2020  | K.Mahar | Partner      | \$ 750.00        | <b>0.90</b>  | <b>\$ 675.00</b>   | <b>\$ 87.75</b>   | <b>\$ 762.75</b>   |
| 3498251 | June30-2020 | June13-2020 | K.Mahar | Partner      | \$ 750.00        | <b>0.10</b>  | <b>\$ 75.00</b>    | <b>\$ 9.75</b>    | <b>\$ 84.75</b>    |
| 3571075 | Dec31-2020  | Nov24-2020  | K.Mahar | Partner      | \$ 750.00        | <b>0.10</b>  | <b>\$ 75.00</b>    | <b>\$ 9.75</b>    | <b>\$ 84.75</b>    |
| 3637742 | June30-2021 | Feb10-2021  | K.Mahar | Partner      | \$ 750.00        | <b>0.10</b>  | <b>\$ 75.00</b>    | <b>\$ 9.75</b>    | <b>\$ 84.75</b>    |
|         |             |             |         | <b>TOTAL</b> | <b>\$ 547.97</b> | <b>57.50</b> | <b>\$25,117.50</b> | <b>\$3,265.28</b> | <b>\$28,382.78</b> |



# APPENDIX “J”

## DIRECTION AND AUTHORIZATION

TO: KPMG Inc. in its capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation

AND Kyla Mahar  
TO: Miller Thomson  
40 King Street West, Suite 5800  
Toronto, ON M5H 3S1

RE: Ali Akman et al. ats Volkan Basegmez et al.  
Court File No. CV-17-00011697-00CL

WE the undersigned hereby confirm that:

1. We have conducted an analysis of the initial shareholder contributions made by the shareholders of Tarn Financial Corporation;
2. Attached as **Schedule A** is an analysis as it relates to the initial contributions made by Ali Akman and SAMM Capital Holdings Inc. (hereinafter collectively referred to as "Akman") taking into account the findings of Mr. Justice Koehnen pursuant to his Reasons dated August 9, 2022;
3. We the undersigned hereby agree that the remainder of the initial contributions made by Mr. Akman is \$853,507.00 and hereby authorize and instruct you to:
  - a. Release to Mr. Akman the amount of \$853,507.00 payable to Teplitsky, Colson LLP in trust;
  - b. Release the amount of \$1,200,000.00 due and owing to BA&A Holdings Inc., and \$600,000.00 due and owing to KAAN Holdings Inc. both payable to Gowlings WLG in trust.
4. The undersigned hereby confirm that upon release of the amounts listed in 3 above by KPMG, the parties have been repaid in full their initial contributions.

A photocopy or facsimile copy of this direction and authorization shall be as effective and valid as the original.



THIS SHALL BE YOUR GOOD AND SUFFICIENT AUTHORITY FOR SO DOING.

DATED AT TORONTO, this 26<sup>th</sup> day of October, 2022

**BA&B CAPITAL INC.**

per



\_\_\_\_\_  
*I have authority to bind the corporation*

**KAAN HOLDINGS INC.**

Per:



\_\_\_\_\_  
*I have authority to bind the corporation*

**SAMM CAPITAL HOLDINGS INC.**

Per:



\_\_\_\_\_  
*I have authority to bind the corporation*

## SCHEDULE A

### Akman - Return of Investment Claim Executive Summary

| Description  | Reference   | Amount                   | Accepted                      | Disallowed        | Judgement<br>Reference | Details of Disallowed         |
|--|---|--------------------------|-------------------------------|-------------------|------------------------|-------------------------------|
| Advances from Akman (Monies received from SAMM & Related parties)<br>Additional advance not considered by KPMG / identified by PWC   | KPMG Report - Para 4.4.2<br>PWC Report - Schedule 1 | \$ 11,748,141<br>300,000 | \$ 11,748,141<br>300,000      |                   | [108]                  |                               |
|  |   | <u>\$ 12,048,141</u>     |                               |                   |                        |                               |
| Reimbursement to Akman (Monies paid to SAMM & Related Parties)   | KPMG Report - Para 4.4.2                            |                          | 9,173,286<br><u>9,173,286</u> |                   |                        |                               |
|  |   |                          | <u>2,874,855</u>              |                   |                        |                               |
| <u>Adjustments for items included in the amount reimbursed to Akman</u>  |   |                          |                               |                   |                        |                               |
| (i) Entitlement is being determined by court   |   |                          |                               |                   |                        |                               |
| Payments related to Development fees   |   | 1,000,000                |                               | 1,000,000         | [3], [117]             |                               |
| Payments related to Management fees  |   | <u>389,575</u>           |                               | 389,575           | [3]                    |                               |
|  |   |                          | 1,389,575                     |                   |                        |                               |
| (ii) Reimbursement for <b>business related expenses</b> of TF and TC paid by Akman/SAMM included in the reimbursement  |   |                          |                               |                   |                        |                               |
| Hotel operation  | PWC Report - Schedule 1 & 4                         | 11,289                   | 8,810                         | 2,479             | [116]                  | iphone & MacBook Air          |
| Development cost   | PWC Report - Schedule 1 & 5                         | 7,048                    | 7,048                         |                   | [117] & [118]          |                               |
| Travel gift and entertainment  | PWC Report - Schedule 1 & 6                         | 25,882                   | 11,647                        | 2,420             | [124]                  | Fundraiser for Justin Trudeau |
|  |   |                          |                               | 4,125             | [125]                  | Airline ticket for Saba       |
|  |   |                          |                               | 3,250             | [126]                  | Airline ticket for Ali        |
|  |   |                          |                               | 440               | [127]                  | Flight expenses               |
|  |   |                          |                               | 4,000             | [128]                  | Return ticket                 |
| Other Payments   |   |                          |                               |                   |                        |                               |
| Payment to Joyco for planning, design, setting up of Tarn Tower sales office in Turkey   | PWC Report - Schedule 1 & 7                         | 152,550                  |                               | 152,550           | [133]                  |                               |
| GoPro Camera purchased from Indigo to record progress of Tarn Tower construction   | PWC Report - Schedule 1 & 7                         | 373                      | 373                           |                   | [136]                  |                               |
| Purchase of Furniture from Art Shop for Presidential suites of TF  | PWC Report - Schedule 1 & 7                         | <u>6,774</u>             | 6,774                         |                   | [131]                  |                               |
|  |   |                          | 203,916                       |                   |                        |                               |
| (iii) Reimbursement for <b>business related expenses</b> of TF and TC paid by Akman/SAMM included in the reimbursement - unable to retrieve supporting documents from TF office to confirm the purpose |   |                          |                               |                   |                        |                               |
| Hotel operation  | PWC Report - Schedule 1 & 4                         | 729                      |                               |                   | [114]                  |                               |
| Travel gift and entertainment  | PWC Report - Schedule 1 & 6                         | 10,595                   |                               |                   | [119] to [122]         |                               |
| Other payments   | PWC Report - Schedule 1 & 7                         | <u>40,235</u>            |                               |                   | [132]                  |                               |
|  |   |                          | 51,559                        | 51,559            | [114]                  |                               |
|  |   |                          | <u>\$ 4,519,905</u>           | \$ 2,909,507      |                        |                               |
| Less Interim Distribution #1   |   |                          |                               | (1,927,500)       |                        |                               |
| Less Interim Distribution #1   |   |                          |                               | (128,500)         |                        |                               |
| <b>Owing to SAMM</b>   |   |                          |                               | <u>\$ 853,507</u> |                        |                               |

# APPENDIX “K”

**REIMBURSEMENT AGREEMENT**  
**DATED** as of December 21, 2022

BETWEEN:

**KPMG INC., in its capacity as Court-appointed  
Liquidator of Tarn Financial Corporation**  
(the “**Liquidator**”)

- and -

**VOLKAN BASEGMEZ, CEM BLEDA BASEGMEZ, ANIL RUKAN  
BASEGMEZ, BA&B CAPITAL INC., SERDAR KOCTURK and KAAAN  
HOLDINGS INC.**  
(the “**Applicants**”)

and

**ALI ACKMAN, SAMM CAPITAL HOLDINGS INC. and TARN  
FINANCIAL CORPORATION**  
(the “**Respondents**”)

**WHEREAS:**

- A. Pursuant to the Order of Justice Lederman of the Ontario Superior Court of Justice (the “**Court**”) dated September 15, 2017 (the “**Winding Up Order**”), KPMG Inc. (“**KPMG**”) was appointed as liquidator of the effects and estate of Tarn Financial Corporation (“**Tarn Financial**”) (in such capacity, the “**Liquidator**”), with such appointment effective on September 25, 2017, pursuant to sections 207 and 248 of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended, for the purposes of winding up Tarn Financial and distributing its assets.
- B. Pursuant to the Order of Justice McEwen of the Court dated November 29, 2017, the Liquidator was authorized to market any and all of the property of Tarn Financial and to negotiate such terms and conditions of sale as the Liquidator deems appropriate.

- C. Tarn Financial and Sunray Group of Hotels Inc. (the “**Purchaser**”) entered into an asset purchase agreement dated April 20, 2018 (the “**Purchase Agreement**”), pursuant to which the Purchaser agreed to purchase and Tarn Financial agreed to sell the Purchased Assets (as defined in the Purchase Agreement) all on the terms and conditions set out in the Purchase Agreement (the “**Transaction**”).
- D. Pursuant to the Order of Justice McEwen dated May 9, 2018, (the “**Approval and Vesting Order**”), the Purchase Agreement and the Transaction were approved by the Court and the Transaction closed on June 29, 2018.
- E. Pursuant to the Order of Justice McEwen dated April 13, 2018 (the “**Claims Procedure Order**”), the Liquidator commenced a claims procedure for the solicitation, resolution and barring of certain claims against Tarn Financial (the “**Claims Procedure**”).
- F. A trial of the issues between the Applicants and the Respondents (collectively, the “**Parties**”) proceeded before Justice Marcus Koehnen on November 15 – 19, 22 – 25, 2021 and April 22, May 31, 2022, with Reasons being released on August 9, 2022 (the “**Koehnen Reasons**”).
- G. BA&A Holdings Inc., KAAN Holdings Inc. and SAMM Capital Holdings Inc. (collectively, the “**Shareholders**”) received an interim distribution from the Liquidators of the remaining amounts owing to each of them for their shareholder loans/initial contributions to Tarn Financial in accordance with the Koehnen Reasons on or about November 2, 2022 pursuant to the Authorization and Direction executed by the Shareholders dated October 28, 2022.
- H. The Shareholders have requested that the Liquidator make a further interim distribution in the amount of \$7 million (seven million dollars) to the Shareholders (the “**Interim Distribution**”) prior to obtaining Court approval of the Interim Distribution from the remaining funds held by the Liquidator and hereby irrevocably consent to such Interim Distribution, which shall be paid as follows:
  - a. To SAMM Capital Holdings Inc. or as directed by it, \$2,800,000.00;
  - b. To BA&A Holdings Inc. or as directed by it, \$2,800,000.00;

- c. To KAAN Holdings Inc. or as directed by it, \$1,400,000.00.

**IN CONSIDERATION** of the mutual covenants contained herein and other good and valuable consideration, the receipt of sufficiency of which are hereby irrevocably acknowledged by the parties, the parties hereby agree as follows:

1. In this Agreement:

- (i) **“Prior Claim”** means the amount, if any, of any claim by any third party which the Court determines has a higher or better claim against Tarn Financial or the Assets than the Shareholders;
- (ii) **“Reassessment Amount”** means the amount, if any, which the Liquidator, KPMG, Tarn Financial, Tarn Construction Inc. (**“Tarn Construction”**) or any other Repayment Party (as defined below) is obligated to pay or repay pursuant to any Reassessment which has been Finally Determined or otherwise agrees to pay or repay on prior notice to the Shareholders pursuant to any Reassessment;
- (iii) **“Reassessment”** means any assessment, reassessment, notice of assessment or reassessment or any other order or communication from Canada Revenue Agency (**“CRA”**) or any Provincial Taxing Authority or any authorized representative of the federal or provincial Crown which requires any of KPMG, the Liquidator, Tarn Financial, Tarn Construction or any other Repayment Party to pay or repay any amount to the federal or provincial Crown, a Provincial Taxing Authority or to CRA;
- (iv) **“Finally Determined”** means determined by a final order of the Tax Court of Canada or such other federal or provincial court which is competent to exercise jurisdiction over or in respect of Tarn Financial or the Assets including the Ontario Superior Court of Justice (Commercial List), the Ontario Court of Appeal or the Supreme Court of Canada, with respect to which any right of appeal or right to seek leave to appeal has either expired or has been exhausted; and



- (v) **“Repayment Order”** means a final order of the Court directing KPMG or the Liquidator to pay the Interim Distribution or any portion of the Interim Distribution to any party other than the Shareholders.

2. Subject to the terms of this Agreement, the Parties hereby irrevocably and unconditionally agree and undertake to pay or repay to the Liquidator, KPMG, or to such other party as the Court may direct, as applicable, (such person being herein referred to as the **“Repayment Party”**) without deduction, set-off or compromise:

- (i) all or any portion of the Interim Distribution received by each of the Shareholders from the Liquidator in an amount equal to any Prior Claim or Prior Claims, if it is Finally Determined by the Court that there is a Prior Claim or Prior Claims.
- (ii) all or any portion of the Interim Distribution received by each of the Shareholders from the Liquidator in an amount equal to the Reassessment amount; and
- (iii) all reasonable costs, expenses and fees of or incurred by KPMG or the Liquidator (whether in its personal capacity or as the Liquidator) with respect to such Prior Claims or the Reassessment Amount (**“Costs”**) as agreed to by KPMG and the Parties or as assessed by the Court.

3. The liability of the Parties to reimburse the Repayment Party under this Agreement in respect of any Prior Claim or Reassessment Amount shall be limited to the lesser of:

- (i) the aggregate of all Prior Claims and all Reassessment Amounts, together with all Costs; and
- (ii) the amount of the Interim Distribution received by each of the Parties.

4. The Parties hereby acknowledge and agree that the Liquidator, KPMG, and its officers, directors, employees and agents, shall have no personal or corporate liability whatsoever as a result of this Agreement, the payment of the Interim Distribution or otherwise in connection therewith, save and except for any gross negligence or wilful misconduct on their part in accordance with paragraph 14 of the Appointment Order.

5. This Agreement shall be terminated on the earlier of: (i) the date upon which the Liquidator has received clearance certificates with respect to Tarn Financial from CRA; and (ii) the date upon which all potential Prior Claims have either been satisfied or extinguished.

6. All notices and other communications pursuant to this Agreement shall be in writing and either delivered by hand, email or transmitted by facsimile which produces a written record as follows:

In the case of the Liquidator or KPMG:

KPMG Inc.  
Bay Adelaide Centre  
333 Bay Street, Suite 4600, Toronto, ON, M5H 2S5  
Attention: Ms. Anamika Gadia  
Email: [agadia@kpmg.ca](mailto:agadia@kpmg.ca)  
Facsimile: (416) 777-3364

with a copy to:

Miller Thomson LLP  
40 King Street West, Suite 5800  
Toronto, ON M5H 3S1  
Attention: Kyla Mahar  
Email: [kmahar@millerthomson.com](mailto:kmahar@millerthomson.com)  
Facsimile: (416) 597-8695

In the case of the Parties:

The Applicants  
C/O Gowlings WLG (Canada) LLP  
1 First Canadian Place  
1600 – 100 King Street West  
Toronto, ON M5X 1G5  
Attention: Patrick Shea/Chris Stanek  
Email: [Patrick.shea@gowlingwlg.com](mailto:Patrick.shea@gowlingwlg.com)/[chris.stanek@gowlingwlg.com](mailto:chris.stanek@gowlingwlg.com)  
Facsimile: (416) 862-7661

The Respondents  
C/O Teplitsky, Colson LLP  
70 Bond Street, Suite 200,  
Toronto, ON L1V 1E1  
Attention: Jonathan Kulathungam  
Email: [jkulathungam@teplitskycolson.com](mailto:jkulathungam@teplitskycolson.com)  
Facsimile: 416 365-7702

Any notice of other communication shall be deemed conclusively to have been given and received, if delivered or transmitted by email or fax, on the day on which it was delivered or transmitted.

7. This Agreement shall be effective as of the date first written above and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.

8. This Agreement may be signed in counterparts and by facsimile and each such counterpart taken together shall constitute a binding agreement amongst all the parties hereto.

9. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

**KPMG INC.**

Per: \_\_\_\_\_  
Name: Anamika Gadia  
Title: Senior Vice President

**KPMG INC., in its capacity as  
the Court-appointed Liquidator of  
Tarn Financial Corporation  
and not in its personal capacity**

Per: \_\_\_\_\_  
Name: Anamika Gadia  
Title: Senior Vice President

**BA&A Holdings Inc.**

Per:



\_\_\_\_\_  
*I have authority to bind the corporation*

Any notice of other communication shall be deemed conclusively to have been given and received, if delivered or transmitted by email or fax, on the day on which it was delivered or transmitted.

7. This Agreement shall be effective as of the date first written above and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.

8. This Agreement may be signed in counterparts and by facsimile and each such counterpart taken together shall constitute a binding agreement amongst all the parties hereto.

9. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

**KPMG INC.**

Per: *Anamika Gadia*  
Name: Anamika Gadia  
Title: Senior Vice President

**KPMG INC., in its capacity as  
the Court-appointed Liquidator of  
Tarn Financial Corporation  
and not in its personal capacity**

Per: *Anamika Gadia*  
Name: Anamika Gadia  
Title: Senior Vice President

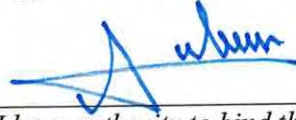
**BA&A Holdings Inc.**

Per:

\_\_\_\_\_  
*I have authority to bind the corporation*

**SAMM Capital Holdings Inc.**

Per:

A handwritten signature in blue ink, appearing to read 'A. Rubin', is written over a horizontal line.

*I have authority to bind the corporation*

**KAAN Holdings Inc.**

Per:

---

*I have authority to bind the corporation*

**SAMM Capital Holdings Inc.**  
Per:

---

*I have authority to bind the corporation*

**KAAN Holdings Inc.**  
Per:

A handwritten signature in black ink, consisting of a stylized 'K' followed by a horizontal line and a small dot.

---

*I have authority to bind the corporation*

# APPENDIX “L”

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

**BETWEEN:**

VOLKAN BASEGMEZ, CEM BLEDA BASEGMEZ, ANIL RUKAN BASEGMEZ,  
BA&B CAPITAL INC., SERDAR KOCTURK  
and KAAAN HOLDINGS INC.

**Applicants**

– and –

ALI AKMAN, SAMM CAPITAL HOLDINGS INC.  
and TARN FINANCIAL CORPORATION

**Respondents**

**APPLICATION UNDER** Sections 207 and 248 of the *Business Corporations Act*, R.S.O. 1990,  
c. B.16.

**AFFIDAVIT OF ANAMIKA GADIA  
(SWORN MAY 18, 2023)**

I, **Anamika Gadia**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND**

**SAY:**

1. I am a Senior Vice President of KPMG Inc. (“**KPMG**”), in its capacity as the Court-appointed liquidator (the “**Liquidator**”) of Tarn Financial Corporation (“**Tarn Financial**”) for the purposes of winding up Tarn Financial (the “**Winding Up Proceedings**”) and in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of Tarn Construction Corporation (“**Tarn Construction**”) for the purposes of the receivership proceedings of Tarn Construction (the “**Receivership Proceedings**”) and, as such, I have knowledge of the matters to which I hereinafter depose.
2. This affidavit is made in support of a motion for, *inter alia*, the approval of the fees and disbursements of the Liquidator and the Receiver for the period from January 1, 2019 to



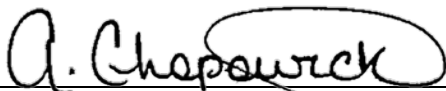
April 30, 2023 (the “**Fee Period**”), as well as an accrual for fees and disbursements of the Liquidator and the Receiver to be incurred to the completion of the Winding Up Proceedings and the Receivership Proceedings.

3. During the Fee Period, the Liquidator and the Receiver docketed 1,500.6 hours in respect of the Winding Up Proceedings and the Receivership Proceedings, amounting to professional fees in the amount of \$792,544.50 and disbursements and other charges in the amount of \$767.04 plus Harmonized Sales Tax (“**HST**”) of \$103,130.53. Attached and marked collectively as **Exhibit “A”** to this Affidavit are copies of the accounts rendered by the Liquidator and the Receiver in connection with the Winding Up Proceedings and the Receivership Proceedings during the Fee Period, in the total amount of \$896,442.07, which have been redacted to remove confidential information and KPMG’s banking coordinates.
4. Attached hereto as **Exhibit “B”** to this Affidavit is a schedule summarizing each invoice issued by the Liquidator and the Receiver and the fees, disbursements, HST and total fees charged for each invoice.
5. Attached hereto as **Exhibit “C”** to this Affidavit is a schedule summarizing the billing rates, hours and the total amounts billed by each professional of KPMG that rendered services in respect of the Winding Up Proceedings and the Receivership Proceedings during the Fee Period.
6. To the best of my knowledge, the rates charged by KPMG in respect of the Winding Up Proceedings and the Receivership Proceedings are comparable to the rates charged by other firms in the Toronto market for the provision of similar restructuring services. The hours spent on this matter involved the managing of the business and financial affairs of Tarn

Financial and Tarn Construction and dealing with a number of other matters related to the Winding Up Proceedings and the Receivership Proceedings (as more particularly described in the Liquidator's and the Receiver's reports issued in the Winding Up Proceedings and the Receivership Proceedings). I believe that the total hours and fees incurred by the Liquidator and the Receiver during the Fee Period were reasonable and appropriate in the circumstances.

7. Additional professional time will be required to complete the Winding Up Proceedings and the Receivership Proceedings. The Liquidator and the Receiver estimate their fees from May 1, 2023 to the completion of the Winding Up Proceedings and the Receivership Proceedings to be \$75,000 plus HST.
8. The Liquidator and the Receiver respectfully request that the Court approve the Liquidator's and the Receiver's fees and disbursements during the Fee Period, as well as the estimate of fees and disbursements to the completion of the Winding Up Proceedings and the Receivership Proceedings.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, on May 18, 2023.

  
Commission for Taking Affidavits

Annette Chopowick, a  
Commissioner, etc. Province  
of Ontario, for KPMG Inc.  
Expires August 3, 2024

  
ANAMIKA GADIA

**Exhibit "A"**

This is Exhibit "A" to the Affidavit  
of Anamika Gadia

Sworn before me this 18th day

of May, 2023

A. Chopowick  
A Commissioner, etc.

Annette Chopowick, a  
Commissioner, etc. Province  
of Ontario, for KPMG Inc.  
Expires August 3, 2024



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

November 5, 2020

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Consolidated Invoice : 7000284641  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period during January 1 to 31, 2019, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|               |                         |
|---------------|-------------------------|
| Our Fee       | \$ 59,773.50 CAD        |
| Disbursements | 181.16                  |
|               | <b>\$ 59,954.66 CAD</b> |
| HST           | 7,794.11                |
|               | <b>\$ 67,748.77 CAD</b> |
| Amount Due    | <b>\$ 67,748.77 CAD</b> |

Payment is due upon receipt



**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**



Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 7000284641    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 67,748.77 CAD



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

November 5, 2020

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Consolidated Invoice : 7000284666  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period during February 1 to 28, 2019, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|            |                          |
|------------|--------------------------|
| Our Fee    | \$ 93,425.00 CAD         |
|            | <hr/>                    |
|            | \$ <b>93,425.00</b> CAD  |
| HST        | 12,145.25                |
|            | <hr/>                    |
| Amount Due | <b>\$ 105,570.25 CAD</b> |
|            | <hr/> <hr/>              |

Payment is due upon receipt

☒ [REDACTED]

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**

[REDACTED]

Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 7000284666    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 105,570.25 CAD



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

November 5, 2020

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Invoice : 8003319640  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period during March 1 to 31, 2019, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|               |    |                      |
|---------------|----|----------------------|
| Our Fee       | \$ | 36,077.50 CAD        |
| Disbursements |    | 516.98               |
|               | \$ | <b>36,594.48 CAD</b> |
| HST           |    | 4,757.28             |
| Amount Due    | \$ | <b>41,351.76 CAD</b> |

Payment is due upon receipt

☒

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**

[Redacted wire payment details]

Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 8003319640    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 41,351.76 CAD



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

November 5, 2020

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Consolidated Invoice : 7000284823  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period during April 1 to June 30, 2019, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|               |                          |
|---------------|--------------------------|
| Our Fee       | \$ 128,266.25 CAD        |
| Disbursements | 14.13                    |
|               | \$ <b>128,280.38</b> CAD |
| HST           | 16,676.45                |
|               | \$ <b>144,956.83</b> CAD |

Payment is due upon receipt

☒ [REDACTED]

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**

[REDACTED]

Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 7000284823    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 144,956.83    CAD



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

November 5, 2020

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Consolidated Invoice : 7000284851  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period during July 1 to September 30, 2019, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|            |                         |
|------------|-------------------------|
| Our Fee    | \$ 50,778.75 CAD        |
|            | <hr/>                   |
|            | \$ <b>50,778.75</b> CAD |
| HST        | 6,601.24                |
|            | <hr/>                   |
| Amount Due | <b>\$ 57,379.99 CAD</b> |
|            | <hr/> <hr/>             |

Payment is due upon receipt

☒ [REDACTED]

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**

[REDACTED]

Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 7000284851    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 57,379.99 CAD





**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

November 5, 2020

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Consolidated Invoice : 7000284984  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period during October 1 to December 31, 2019, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|               |    |                      |
|---------------|----|----------------------|
| Our Fee       | \$ | 39,109.00 CAD        |
| Disbursements |    | 54.77                |
|               | \$ | <b>39,163.77 CAD</b> |
| HST           |    | 5,091.30             |
| Amount Due    | \$ | <b>44,255.07 CAD</b> |

Payment is due upon receipt

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**

Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 7000284984    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 44,255.07 CAD



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

November 5, 2020

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Consolidated Invoice : 7000284985  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

|  |    |                      |
|--|----|----------------------|
| For professional services rendered for the period during January 1 to March 31, 2020, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation. |    |                      |
| Our Fee  | \$ | 58,450.50 CAD        |
|  | \$ | <b>58,450.50 CAD</b> |
| HST  |    | 7,598.57             |
| Amount Due   | \$ | <b>66,049.07 CAD</b> |

Payment is due upon receipt

☒ [Redacted]

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**

[Redacted]

Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 7000284985    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 66,049.07 CAD



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

November 5, 2020

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Invoice : 8003319639  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period during April 1 to June 30, 2020, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|            |                         |
|------------|-------------------------|
| Our Fee    | \$ 28,582.00 CAD        |
|            | <hr/>                   |
|            | \$ <b>28,582.00</b> CAD |
| HST        | 3,715.66                |
|            | <hr/>                   |
| Amount Due | <b>\$ 32,297.66 CAD</b> |
|            | <hr/> <hr/>             |

Payment is due upon receipt

☒ [REDACTED]

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**

[REDACTED]

Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 8003319639    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 32,297.66 CAD



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

November 5, 2020

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Invoice : 8003319636  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period during July 1 to September 30, 2020, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|            |                         |
|------------|-------------------------|
| Our Fee    | \$ 16,244.00 CAD        |
|            | <b>\$ 16,244.00 CAD</b> |
| HST        | 2,111.72                |
| Amount Due | <b>\$ 18,355.72 CAD</b> |

Payment is due upon receipt

☒ [Redacted]

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**

[Redacted]

Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 8003319636    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 18,355.72 CAD



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

October 13, 2022

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Invoice : 8004442187  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period October 1 to December 31, 2020, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|            |                         |
|------------|-------------------------|
| Our Fee    | \$ 24,692.50 CAD        |
|            | <hr/>                   |
|            | \$ <b>24,692.50</b> CAD |
| HST        | 3,210.03                |
|            | <hr/>                   |
| Amount Due | <b>\$ 27,902.53 CAD</b> |
|            | <hr/> <hr/>             |

Payment is due upon receipt



**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**



Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 8004442187    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 27,902.53 CAD

**Professional Fees Summary - Tarn Financial Corporation and Tarn Construction**  
**For the period October 1 to December 31, 2020**

| <b>Name</b>       | <b>Position</b> | <b>Rate</b> | <b>Hours</b> | <b>Fee (\$)</b>     |
|-------------------|-----------------|-------------|--------------|---------------------|
| Anamika Gadia     | Partner         | \$ 825      | 5.7          | \$ 4,702.50         |
| Katherine Forbes  | Partner         | \$ 700      | 0.3          | \$ 210.00           |
| Marcel Réthoré    | Senior Manager  | \$ 610      | 15.5         | \$ 9,455.00         |
| Manoj Oommen      | Manager         | \$ 425      | 16.0         | \$ 6,800.00         |
| Annette Chopowick | Technician      | \$ 250      | 14.1         | \$ 3,525.00         |
| <b>Total</b>      |                 |             | <b>51.6</b>  | <b>\$ 24,692.50</b> |

**KPMG Inc. in its capacity as Court-appointed Liquidator of Tarn Financial Corporation and Receiver of  
Tarn Construction  
Summary of Activities for the Period October 1 to December 31, 2020**

| <b>Anamika Gadia</b> |  | <b>Hours</b> |
|----------------------|--|--------------|
| 10/08/2020           | Emails regarding deposit return to purchaser.  | 0.1          |
| 10/15/2020           | Review draft letter to purchaser; review and approve payment to Richter; emails regarding bank accounts and request from shareholders' counsel.  | 0.4          |
| 10/19/2020           | Review status of various matters including distributions to date and distribution analysis; discussions regarding same.  | 0.9          |
| 10/20/2020           | Emails with A. MacFarlane regarding potential amounts owing to GCNA.   | 0.2          |
| 10/21/2020           | Emails regarding Tarion, professional fee deductibility for tax purposes and other matters.  | 0.2          |
| 10/22/2020           | Review and approve payment to Miller Thomson; review updated distribution analysis; attend a call with K. Mahar regarding various outstanding items, including taxes, professional fee deductibility, bankruptcy of Tarn Construction. | 1.4          |
| 10/23/2020           | Attend a call with K. Mahar regarding the proposed updated distribution analysis for the Shareholders.   | 1.0          |
| 10/27/2020           | Review and approve statutory declaration; emails regarding tax matters; review and approve tax return.   | 0.4          |
| 10/30/2020           | Emails regarding statutory declaration and tax matters.  | 0.1          |
| 11/03/2020           | Emails regarding distribution analysis.  | 0.1          |
| 11/10/2020           | Emails with A. MacFarlane regarding amounts owing to GCNA; emails regarding distribution analysis; review of updated distribution analysis.  | 0.3          |
| 11/11/2020           | Attend a call with K. Mahar regarding the distribution analysis; review and finalize distribution analysis.  | 0.5          |
| 12/31/2020           | Emails regarding distributions to the shareholders.  | 0.1          |
| <hr/>                |  |              |
| <b>Total</b>         |  | <b>5.7</b>   |

| <b>Katherine Forbes</b> |                            | <b>Hours</b> |
|-------------------------|----------------------------|--------------|
| 10/22/2020              | Approve payment, transfer. | 0.1          |
| 11/06/2020              | Approve payment.           | 0.1          |

|            |                        |     |
|------------|------------------------|-----|
| 11/16/2020 | Approve disbursements. | 0.1 |
|------------|------------------------|-----|

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|              |  |            |
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| <b>Total</b> |  | <b>0.3</b> |
|--------------|--|------------|

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| <b>Marcel Réthoré</b> |  | <b>Hours</b> |
|-----------------------|--|--------------|

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|------------|---|-----|
| 10/08/2020 | Send correspondence to K. Mahar regarding Purchaser deposit return. | 0.2 |
|------------|---|-----|

|            |  |     |
|------------|--|-----|
| 10/15/2020 | Attend status call with M. Oommen regarding status of tax returns, claims process and various other items. | 0.5 |
|------------|--|-----|

|            |  |     |
|------------|--|-----|
| 10/16/2020 | Update the distribution analysis per respect of shareholders counsel (Gowlings). | 1.5 |
|------------|--|-----|

|            |  |     |
|------------|--|-----|
| 10/19/2020 | Update the distribution analysis and related notes and reconcile to the previous version; send correspondence to A. Gadia regarding status of the file and attend call with A. Gadia and M. Oommen regarding same. | 2.5 |
|------------|--|-----|

|            |   |     |
|------------|---|-----|
| 10/20/2020 | Review final summary of deposit return process. | 0.2 |
|------------|---|-----|

|            |   |     |
|------------|---|-----|
| 10/21/2020 | Process invoices for payment; review HST return as it relates to professional fees and send correspondence to M. Oommen regarding same; review the Tarion Cash Collateral Order and send correspondence to A. Gadia regarding same; send correspondence to K. Mahar regarding issues to discuss, specifically relating to professional fee deductibility. | 1.6 |
|------------|---|-----|

|            |  |     |
|------------|--|-----|
| 10/22/2020 | Attend a call with K. Mahar and A. Gadia regarding various outstanding items, including, among other topics, taxes, professional fee deductibility, bankruptcy of Tarn Construction; review and finalize the final statutory declaration related to Proven Deposits. | 1.8 |
|------------|--|-----|

|            |   |     |
|------------|---|-----|
| 10/23/2020 | Attend a call with K. Mahar and A. Gadia regarding the proposed updated distribution analysis for the Shareholders. | 1.0 |
|------------|---|-----|

|            |   |     |
|------------|---|-----|
| 10/26/2020 | Update the distribution analysis for the shareholders based on comments from K. Mahar and A. Gadia; update the cash flow with results and reconcile to the distribution analysis. | 2.6 |
|------------|---|-----|

|            |   |     |
|------------|---|-----|
| 10/27/2020 | Attend call with M. Oommen regarding file status; update the final statutory declaration; correspondence to Richter and S. Hurowitz regarding 2018 T2 professional fee deductibility. | 0.7 |
|------------|---|-----|

|            |   |     |
|------------|---|-----|
| 10/29/2020 | Coordinate the final statutory declaration and related documents. | 0.2 |
|------------|---|-----|

|            |                                   |     |
|------------|-----------------------------------|-----|
| 11/10/2020 | Update the distribution analysis. | 1.1 |
|------------|-----------------------------------|-----|

|            |  |     |
|------------|--|-----|
| 11/11/2020 | Attend a call with A. Gadia and K. Mahar regarding the distribution analysis; update the distribution analysis based on comments from the call and finalize. | 0.8 |
|------------|--|-----|



|              |   |             |
|--------------|---|-------------|
| 11/16/2020   | Correspondence to Richter regarding 2019 and 2020 taxes.  | 0.2         |
| 11/24/2020   | Correspondence to K. Mahar regarding outstanding items, professional fee deductibility and Tarn Construction. | 0.3         |
| 11/25/2020   | Attend a status update call with M. Oommen.   | 0.3         |
| <b>Total</b> |   | <b>15.5</b> |

| <b>Manoj Oommen</b> |  | <b>Hours</b> |
|---------------------|--|--------------|
| 10/02/2020          | Tax related matters.   | 2.0          |
| 10/08/2020          | Drafted and sent email to remaining unsecured creditor regarding distribution; phoned remaining unsecured creditors regarding distribution; contacted CRA and left voicemail regarding Tarn Financial tax return status.   | 1.5          |
| 10/13/2020          | Reached out to remaining unsecured creditors prepared information for distribution.  | 1.0          |
| 10/15/2020          | Internal meeting with team regarding status of the file.   | 0.5          |
| 10/19/2020          | Contacted CRA contact regarding non-resident withholding tax account and the balance in the account; drafted and sent email to team regarding balance in the account; coordinated the payment of outstanding balance; reviewed remaining unsecured creditors; coordinated distribution to remaining unsecured creditor; contacted Contractor regarding 2017 ITCs; prepared items for upcoming CRA trust account audit. | 5.5          |
| 10/20/2020          | Call with Contractor regarding ITCs; obtained and compiled information relating to statutory declaration; sent statutory declaration to team for additional review and saved on DMS; obtained and compiled information relating to ITCs and sent to Contractor; started updated cash flow.   | 4.5          |
| 10/26/2020          | Drafted and sent email to Richter regarding 2018 ITC detailed listing; reviewed listing once received.   | 0.5          |
| 11/24/2020          | Meeting with team regarding file status.   | 0.5          |
| <b>Total</b>        |  | <b>16.0</b>  |

| <b>Annette Chopowick</b> |   | <b>Hours</b> |
|--------------------------|---|--------------|
| 10/02/2020               | Attend to banking matters; prepare banking reports. | 0.7          |
| 10/07/2020               | Attend to banking matters; Bank reconciliation      | 0.6          |
| 10/13/2020               | Attend to banking matters.                          | 0.5          |

|                    |   |             |
|--------------------|---|-------------|
| 10/15/2020         | Attend to banking matters.                          | 0.8         |
| 10/16/2020         | Banking reports.                                    | 0.6         |
| 10/20/2020         | Attend to banking matters.                          | 0.7         |
| 10/22/2020         | Attend to banking matters.                          | 0.3         |
| 10/23/2020         | Banking reports.                                    | 0.3         |
| 10/27/2020         | Finalize Statutory Declaration and commission same. | 0.2         |
| 10/29/2020         | Attend to banking matters.                          | 0.8         |
| 11/04/2020         | Attend to banking matters.                          | 0.3         |
| 11/05/2020         | Bank reconciliations; attend to banking matters.    | 1.6         |
| 11/06/2020         | Attend to banking matters.                          | 2.2         |
| 11/10/2020         | Attend to banking matters; prepare banking reports. | 1.0         |
| 11/11/2020         | Attend to banking matters.                          | 0.3         |
| 11/16/2020         | Attend to banking matters; bank reconciliations.    | 2.1         |
| 12/07/2020         | Attend to banking matters.                          | 0.5         |
| 12/08/2020         | Attending to bank matters.                          | 0.2         |
| 12/11/2020         | Attend to banking matters.                          | 0.2         |
| 12/14/2020         | Attend to banking matters.                          | 0.2         |
| <b>Total</b>       |   | <b>14.1</b> |
| <b>Grand Total</b> |   | <b>51.6</b> |



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

October 13, 2022

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Invoice : 8004442189  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period January 1 to March 31, 2021, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|            |    |                      |
|------------|----|----------------------|
| Our Fee    | \$ | 51,966.00 CAD        |
|            | \$ | <b>51,966.00 CAD</b> |
| HST        |    | 6,755.58             |
| Amount Due | \$ | <b>58,721.58 CAD</b> |

Payment is due upon receipt

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**

Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 8004442189    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 58,721.58 CAD

**Professional Fees Summary - Tarn Financial Corporation and Tarn Construction  
For the period January 1 to March 31, 2021**

| <b>Name</b>          | <b>Position</b> | <b>Rate</b> | <b>Hours</b> | <b>Fee (\$)</b>     |
|----------------------|-----------------|-------------|--------------|---------------------|
| Anamika Gadia        | Partner         | \$ 825.0    | 26.7         | \$ 22,027.50        |
| Anna Maria Cicirello | Senior Manager  | \$ 650.0    | 1.6          | \$ 1,040.00         |
| Marcel Réthoré       | Senior Manager  | \$ 610.0    | 20.1         | \$ 12,261.00        |
| Manoj Oommen         | Manager         | \$ 425.0    | 29.0         | \$ 12,325.00        |
| Tahreem Fatima       | Sr. Consultant  | \$ 325.0    | 10.5         | \$ 3,412.50         |
| Annette Chopowick    | Technician      | \$ 250.0    | 3.6          | \$ 900.00           |
| <b>Total</b>         |                 |             | <b>91.5</b>  | <b>\$ 51,966.00</b> |

**KPMG Inc. in its capacity as Court-appointed Liquidator of Tarn Financial Corporation and Receiver of  
Tarn Construction  
Summary of Activities for the Period January 1 to March 31, 2021**

| <b>Anamika Gadia</b> | <b>Hours</b> |
|----------------------|--------------|
| 01/02/2021           | 0.1          |
| 01/04/2021           | 1.5          |
| 01/05/2021           | 1.7          |
| 01/06/2021           | 1.1          |
| 01/07/2021           | 3.2          |
| 01/08/2021           | 3.9          |
| 01/11/2021           | 0.4          |
| 01/12/2021           | 0.3          |
| 01/13/2021           | 0.1          |
| 01/18/2021           | 1.1          |
| 01/19/2021           | 1.2          |
| 01/20/2021           | 0.7          |

|            |  |     |
|------------|--|-----|
| 01/21/2021 | Attend case conference before Justice McEwen; review of Justice McEwen's endorsement; discussions and emails regarding case conference.    | 1.3 |
| 01/25/2021 | Update call with C. Basden; A. Cicirello; M. Réthoré.  | 0.3 |
| 01/28/2021 | Review applicants' draft factum; emails with K. Mahar regarding same.  | 0.6 |
| 02/04/2021 | Review motion records and factums from shareholders' counsel.  | 0.5 |
| 02/08/2021 | Review applicants' reply to factum and sources and uses summary schedule; emails with K. Mahar regarding same; discussions regarding same. | 1.1 |
| 02/09/2021 | Emails with K. Mahar regarding applicants' sources and uses summary schedule; review of respondents' supplementary affidavit.              | 0.7 |
| 02/10/2021 | Attend motion on issue estoppel; debrief call with K. Mahar; emails regarding withholding taxes.   | 3.9 |
| 02/11/2021 | Emails regarding status of CRA matters.  | 0.1 |
| 02/18/2021 | Review of Justice McEwen's endorsement and emails with K. Mahar regarding same.  | 0.2 |
| 02/24/2021 | Emails with K. Mahar regarding scheduling of case conference.  |     |
| 02/25/2021 | Emails regarding 2017 tax return; call with K. Mahar regarding outstanding matters.  | 0.7 |
| 03/02/2021 | Emails with K. Mahar regarding scheduling of case conference; emails regarding tax matters.  | 0.3 |
| 03/03/2021 | Emails regarding scheduling of case conference.  | 0.1 |
| 03/12/2021 | Emails from respondents' counsel; attend case conference; review Justice McEwen's endorsement.   | 1.0 |
| 03/15/2021 | Emails and discussions regarding status of various matters.  | 0.5 |
| 03/24/2021 | Review and approval of payment to Iron Mountain.   | 0.1 |

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|              |  |             |
|--------------|--|-------------|
| <b>Total</b> |  | <b>26.7</b> |
|--------------|--|-------------|

**Anna Maria Cicirello**

**Hours**

|            |  |     |
|------------|--|-----|
| 01/05/2021 | Review pre-trial docs; call to discuss with C. Basden. | 1.3 |
| 01/25/2021 | Update call with C. Basden; M. Réthoré; A. Gadia.      | 0.3 |

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|              |  |            |
|--------------|--|------------|
| <b>Total</b> |  | <b>1.6</b> |
|--------------|--|------------|

|                       |  |              |
|-----------------------|--|--------------|
| <b>Marcel Réthoré</b> |  | <b>Hours</b> |
|-----------------------|--|--------------|

|            |   |     |
|------------|---|-----|
| 01/05/2021 | Update A. Gadia regarding status; correspondence with M. Oommen regarding next steps; prepare for pre-trial settlement conference by reviewing materials and preparing settlement scenarios for the benefit of the Judge. | 2.0 |
| 01/06/2021 | Prepare distribution analysis for settlement conference, review materials for settlement conference.  | 2.6 |
| 01/07/2021 | Prepare distribution analysis for settlement conference; review materials for settlement conference; discussions regarding Tarn Construction updated creditors list.  | 6.2 |
| 01/08/2021 | Attend pre-trial settlement conference.   | 3.5 |
| 01/11/2021 | Provide bank statements requested by applicants' counsel.   | 0.5 |
| 01/25/2021 | Update call with C. Basden; A. Cicirello; A. Gadia.   | 0.3 |
| 02/08/2021 | Attend status update call with M. Oommen.   | 0.3 |
| 02/09/2021 | Review schedules of Gowlings submissions relating to the Sources and Uses Report.   | 0.8 |
| 02/12/2021 | Review and update the Ninth Report to the Court regarding the bankruptcy of Tarn Construction.  | 2.3 |
| 02/17/2021 | Update the Seventh Report of the Receiver.  | 0.5 |
| 02/25/2021 | Emails regarding 2017 tax return.   | 0.2 |
| 03/01/2021 | Attend a call with Richter regarding 2017 T2 CRA audit request.   | 0.2 |
| 03/02/2021 | Emails regarding tax matters.   | 0.2 |
| 03/15/2021 | Emails and discussions regarding status of various matters.   | 0.5 |

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|              |  |             |
|--------------|--|-------------|
| <b>Total</b> |  | <b>20.1</b> |
|--------------|--|-------------|

|                     |  |              |
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| <b>Manoj Oommen</b> |  | <b>Hours</b> |
|---------------------|--|--------------|

|            |   |     |
|------------|---|-----|
| 01/04/2021 | Reviewed information relating to the engagement discharge and next steps.   | 0.2 |
| 01/05/2021 | Obtained and reviewed email from Deniz U regarding pay slips and record of employment; compiled pay slips from the books and records of Tarn Construction corporation; drafted and sent email to Deniz U. | 1.8 |

|            |  |     |
|------------|--|-----|
| 01/07/2021 | Reviewed professional fee deductibility performed for 2017 and 2018; call with T. Fatima regarding professional fee deductibility workbook; reviewed email sent by M. Réthoré regarding pre-filing amounts owing to condominium brokers of Tarn Construction and Marriott fees of Tarn Financial; reviewed books and records of Tarn Construction and Tarn Financial and complied pre-filing amounts owed; performed analysis of potential amounts owing to condominium brokers. | 3.5 |
| 01/08/2021 | Draft ninth court report of the liquidator.  | 4.1 |
| 01/11/2021 | Revised draft version of court report.   | 1.5 |
| 01/12/2021 | Revised draft version of court report and sent to team for review.   | 2.0 |
| 01/13/2021 | Drafted and sent email to contractor regarding upcoming meeting; call with contractor regarding 2017 ITCs claimed; performed analysis of ITCs by compiling all professional fee invoices and reconciling to ITC amounts claimed in 2018 and 2019.  | 4.0 |
| 01/14/2021 | Revised analysis of ITCs claimed for additional invoices received from team.   | 3.0 |
| 01/15/2021 | Reviewed remaining items related to the discharge from Tarn Construction.  | 1.5 |
| 02/01/2021 | Reviewed mail received from CRA regarding NRT account statement; provided mail to team and filed on the DMS.   | 0.2 |
| 02/08/2021 | Call with M. Réthoré regarding file status update.   | 0.5 |
| 02/09/2021 | Obtained estate bank report and reviewed DMS to obtain disbursements paid; updated ITC workbook for new disbursements; performed reconciliation of previous amounts paid to determine cut off period for next filing.  | 2.2 |
| 02/10/2021 | Call with CRA regarding outstanding audits.  | 0.2 |
| 02/11/2021 | Drafted and sent email to team regarding outstanding CRA audit status.   | 0.1 |
| 02/17/2021 | Reviewed email from M. Réthoré regarding amendments to draft court report; performed analysis of potential ITC claim of CRA and updated court report.  | 0.5 |
| 02/22/2021 | Updated ITC analysis to include additional KPMG invoices and performed completeness check.   | 2.2 |
| 02/26/2021 | Call with CRA regarding additional support items requested; drafted and sent email to team regarding extension of submission deadline and submission requests.   | 0.5 |
| 03/01/2021 | Reviewed and updated ITC claim workbook for information provided by billing department.  | 0.5 |



|            |   |     |
|------------|---|-----|
| 03/03/2021 | Call with CRA regarding authorizing Richter to act on the Liquidators behalf in regard to recent audit request. | 0.5 |
|------------|---|-----|

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|              |  |             |
|--------------|--|-------------|
| <b>Total</b> |  | <b>29.0</b> |
|--------------|--|-------------|

|                       |  |              |
|-----------------------|--|--------------|
| <b>Tahreem Fatima</b> |  | <b>Hours</b> |
|-----------------------|--|--------------|

|            |   |     |
|------------|---|-----|
| 01/07/2021 | Call with M. Réthoré on Tarn Construction updated creditors list; updated creditors listing for payments made. Call with M. Oommen on setting up deductible professional fees for tax purposes; started on task re: same. | 5.0 |
|------------|---|-----|

|            |   |     |
|------------|---|-----|
| 01/08/2021 | Set up of Deductible Financial Fees schedule. | 3.5 |
|------------|---|-----|

|            |                                     |     |
|------------|-------------------------------------|-----|
| 01/11/2021 | Deductible Financial Fees schedule. | 1.0 |
|------------|-------------------------------------|-----|

|            |                                     |     |
|------------|-------------------------------------|-----|
| 01/13/2021 | Deductible Financial Fees schedule. | 1.0 |
|------------|-------------------------------------|-----|

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|              |  |             |
|--------------|--|-------------|
| <b>Total</b> |  | <b>10.5</b> |
|--------------|--|-------------|

|                          |  |              |
|--------------------------|--|--------------|
| <b>Annette Chopowick</b> |  | <b>Hours</b> |
|--------------------------|--|--------------|

|            |  |     |
|------------|--|-----|
| 01/05/2021 | Attend to banking matters, bank reconciliations. | 0.5 |
|------------|--|-----|

|            |                            |     |
|------------|----------------------------|-----|
| 01/06/2021 | Attend to banking matters. | 0.4 |
|------------|----------------------------|-----|

|            |   |     |
|------------|---|-----|
| 01/13/2021 | Attend to bank account reporting matters. | 0.8 |
|------------|---|-----|

|            |                            |     |
|------------|----------------------------|-----|
| 01/15/2021 | Attend to banking matters. | 0.5 |
|------------|----------------------------|-----|

|            |                      |     |
|------------|----------------------|-----|
| 02/12/2021 | Bank reconciliation. | 0.2 |
|------------|----------------------|-----|

|            |  |     |
|------------|--|-----|
| 02/23/2021 | Attend to banking matter, bank reconciliation. | 0.5 |
|------------|--|-----|

|            |                            |     |
|------------|----------------------------|-----|
| 03/24/2021 | Attend to banking matters. | 0.4 |
|------------|----------------------------|-----|

|            |                            |     |
|------------|----------------------------|-----|
| 03/30/2021 | Attend to banking matters. | 0.3 |
|------------|----------------------------|-----|

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|              |  |            |
|--------------|--|------------|
| <b>Total</b> |  | <b>3.6</b> |
|--------------|--|------------|

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|                    |  |             |
|--------------------|--|-------------|
| <b>Grand Total</b> |  | <b>91.5</b> |
|--------------------|--|-------------|

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**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

October 13, 2022

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Invoice : 8004442828  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

|  |    |                     |
|--|----|---------------------|
| For professional services rendered for the period April 1 to June 30, 2021, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation. |    |                     |
| Our Fee  | \$ | 3,608.50 CAD        |
|  | \$ | <b>3,608.50 CAD</b> |
| HST  |    | 469.11              |
|  | \$ | <b>4,077.61 CAD</b> |
| Amount Due   |    |                     |

Payment is due upon receipt

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**

Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 8004442828    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 4,077.61 CAD

**Professional Fees Summary - Tarn Financial Corporation and Tarn Construction**  
**For the period from April 1 to June 30, 2021**

| <b>Name</b>       | <b>Position</b> | <b>Rate</b> | <b>Hours</b> | <b>Fee (\$)</b>    |
|-------------------|-----------------|-------------|--------------|--------------------|
| Anamika Gadia     | Partner         | \$ 825      | 2.1          | \$ 1,732.50        |
| Marcel Réthoré    | Senior Manager  | \$ 610      | 1.1          | \$ 671.00          |
| Manoj Oommen      | Manager         | \$ 425      | 1.6          | \$ 680.00          |
| Annette Chopowick | Technician      | \$ 250      | 1.9          | \$ 475.00          |
| Beata Miskiewicz  | Technician      | \$ 250      | 0.2          | \$ 50.00           |
| <b>Total</b>      |                 |             | <b>6.9</b>   | <b>\$ 3,608.50</b> |

**KPMG Inc. in its capacity as Court-appointed Liquidator of Tarn Financial Corporation and  
Receiver of Tarn Construction  
Summary of Activities for the Period April 1 to June 30, 2021**

| <b>Anamika Gadia</b> |   | <b>Hours</b> |
|----------------------|---|--------------|
| 05/10/2021           | Review and approve payment to Richter.  | 0.1          |
| 05/13/2021           | Review letter from J. Kulathungam.  | 0.1          |
| 05/14/2021           | Review response from C. Stanek.   | 0.1          |
| 05/18/2021           | Call with K. Mahar regarding outstanding issues and voire dire.   | 0.5          |
| 05/19/2021           | Review and approve payment to Iron Mountain.  | 0.1          |
| 05/28/2021           | Emails regarding tax matters.   | 0.1          |
| 06/03/2021           | Emails regarding tax matters.   | 0.2          |
| 06/07/2021           | Review letter from J. Kulathungam regarding list of documents; emails between shareholders' counsel regarding joint brief of documents. | 0.4          |
| 06/15/2021           | Review letter from C. Stanek regarding joint brief of documents.  | 0.2          |
| 06/24/2021           | Review letter from J. Kulathungam regarding voire dire; emails with K. Mahar regarding same.  | 0.2          |
| 06/28/2021           | Emails regarding voire dire.  | 0.1          |
| <hr/> <b>Total</b>   |   | <b>2.1</b>   |

| <b>Marcel Réthoré</b> |   | <b>Hours</b> |
|-----------------------|---|--------------|
| 04/07/2021            | Status meeting with M. Oommen.                            | 0.3          |
| 05/07/2021            | Correspondence regarding bank accounts; process payments. | 0.3          |
| 05/28/2021            | Emails regarding tax matters.                             | 0.1          |
| 06/03/2021            | Emails regarding tax matters.                             | 0.2          |
| 06/29/2021            | Process payments.   | 0.2          |
| <hr/> <b>Total</b>    |   | <b>1.1</b>   |

| <b>Manoj Oommen</b> |   | <b>Hours</b> |
|---------------------|---|--------------|
| 04/07/2021          | File update call with M. Réthoré.   | 0.3          |
| 05/28/2021          | Call with CRA regarding status of 2017 T2 additional audit request; call with CRA regarding status of 2017 and 2018 T2 return.              | 0.5          |
| 06/03/2021          | Received and reviewed 2018 T2 corporate income tax notice of reassessment; drafted and sent email to team regarding notice of reassessment. | 0.8          |
| <b>Total</b>        |   | <b>1.6</b>   |

| <b>Annette Chopowick</b> |                                       | <b>Hours</b> |
|--------------------------|---------------------------------------|--------------|
| 04/06/2021               | Attend to banking matters.            | 0.2          |
| 04/07/2021               | Attend to banking matters.            | 0.5          |
| 05/07/2021               | Bank reconciliation; banking reports. | 0.3          |
| 05/10/2021               | Attend to banking matter.             | 0.6          |
| 06/22/2021               | Attend to banking matters.            | 0.2          |
| 06/29/2021               | Attend to banking matter.             | 0.1          |
| <b>Total</b>             |                                       | <b>1.9</b>   |

| <b>Beata Miskiewicz</b> |                                   | <b>Hours</b> |
|-------------------------|-----------------------------------|--------------|
| 06/09/2021              | Bank Reconciliation for May 2021. | 0.2          |
| <b>Total</b>            |                                   | <b>0.2</b>   |

|                    |  |            |
|--------------------|--|------------|
| <b>Grand Total</b> |  | <b>6.9</b> |
|--------------------|--|------------|



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

October 13, 2022

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Invoice : 8004442829  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period July 1 to September 30, 2021, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|            |                         |
|------------|-------------------------|
| Our Fee    | \$ 13,869.00 CAD        |
|            | <b>\$ 13,869.00 CAD</b> |
| HST        | 1,802.97                |
| Amount Due | <b>\$ 15,671.97 CAD</b> |

Payment is due upon receipt

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**

Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 8004442829     **Reference:** 2000720698     **Client:** 1002437530     **Amount:** \$ 15,671.97 CAD

**Professional Fees Summary - Tarn Financial Corporation and Tarn Construction**  
**For the period July 1 to September 30, 2021**

| <b>Name</b>       | <b>Position</b> | <b>Rate</b> | <b>Hours</b> | <b>Fee (\$)</b>     |
|-------------------|-----------------|-------------|--------------|---------------------|
| Anamika Gadia     | Partner         | \$ 825      | 12.7         | \$ 10,477.50        |
| Marcel Réthoré    | Senior Manager  | \$ 610      | 3.4          | \$ 2,074.00         |
| Manoj Oommen      | Manager         | \$ 425      | 1.1          | \$ 467.50           |
| Annette Chopowick | Technician      | \$ 250      | 3.0          | \$ 750.00           |
| Beata Miskiewicz  | Technician      | \$ 250      | 0.4          | \$ 100.00           |
| <b>Total</b>      |                 |             | <b>20.6</b>  | <b>\$ 13,869.00</b> |

**KPMG Inc. in its capacity as Court-appointed Liquidator of Tarn Financial Corporation and  
Receiver of Tarn Construction  
Summary of Activities for the Period July 1 to September 30, 2021**

| <b>Anamika Gadia</b> | <b>Hours</b>   |
|----------------------|--|
| 07/05/2021           | Review documents provided by shareholders' counsel in connection with the voir dire. 1.5   |
| 07/06/2021           | Emails with K. Mahar regarding voir dire and evidence to be relied on by shareholders' counsel; attend voir dire before Justice McEwen; debrief call with K. Mahar 4.2 |
| 07/07/2021           | Review and approve payment to Iron Mountain. 0.1   |
| 07/12/2021           | Attend internal status update call. 0.3  |
| 07/13/2021           | Review and approve payment to Richter. 0.1   |
| 07/27/2021           | Review and approve payment to Miller Thomson. 0.1  |
| 07/28/2021           | Review letter from J. Kulathungam regarding joint brief of documents. 0.1  |
| 08/18/2021           | Review supplementary report of HVS. 0.2  |
| 08/20/2021           | Emails with K. Mahar regarding September 7 hearing. 0.1  |
| 08/24/2021           | Call with K. Mahar regarding various matters. 0.2  |
| 08/30/2021           | Review status of outstanding matters and emails regarding same; emails with K. Mahar. 0.3  |
| 08/31/2021           | Emails regarding the status of outstanding matters and emails with K. Mahar regarding same. 0.2  |
| 09/02/2021           | Emails with K. Mahar regarding case conference. 0.1  |
| 09/03/2021           | Review case conference brief from J. Kulathungam. 0.5  |
| 09/07/2021           | Review materials from C. Stanek; attend case conference before Justice McEwen; call with K. Mahar to discuss case conference, trial and outstanding matters. 2.2       |
| 09/16/2021           | Emails regarding distribution analysis and review of same. 0.2   |
| 09/20/2021           | Emails with K. Mahar regarding trial protocol and review of same. 0.2  |



|              |  |             |
|--------------|--|-------------|
| 09/23/2021   | Emails with counsel regarding call to discuss pre-trial matters; call with K. Mahar. | 0.2         |
| 09/24/2021   | Further emails with counsel regarding call to discuss pre-trial matters.             | 0.1         |
| 09/27/2021   | Further emails with counsel regarding call to discuss pre-trial matters.             | 0.1         |
| 09/28/2021   | Review of applicants' expert report; emails with K. Mahar regarding case conference. | 0.7         |
| 09/29/2021   | Attend call with counsel regarding pre-trial matters.                                | 1.0         |
| <b>Total</b> |  | <b>12.7</b> |

| <b>Marcel Réthoré</b> |  | <b>Hours</b> |
|-----------------------|--|--------------|
| 07/12/2021            | Attend internal status update call.  | 0.3          |
| 07/16/2021            | Professional fee deductibility analysis.   | 1.0          |
| 08/30/2021            | Review status of outstanding matters and emails regarding same.  | 0.5          |
| 08/31/2021            | Emails regarding the status of outstanding matters and emails with K. Mahar regarding same.  | 0.3          |
| 09/07/2021            | Attend a status call with K. Mahar, A. Gadia and M. Oommen to discuss the case conference, upcoming trial and status of the wind-up. | 0.8          |
| 09/16/2021            | Update distribution analysis and emails regarding same.  | 0.5          |
| <b>Total</b>          |  | <b>3.4</b>   |

| <b>Manoj Oommen</b> |   | <b>Hours</b> |
|---------------------|---|--------------|
| 07/12/2021          | Attend internal status update call.   | 0.3          |
| 09/07/2021          | Attend a status call with K. Mahar, M. Réthoré and A. Gadia to discuss the case conference, upcoming trial and status of the wind-up. | 0.8          |
| <b>Total</b>        |   | <b>1.1</b>   |

| <b>Annette Chopowick</b>    |  | <b>Hours</b>     |
|-----------------------------|--|------------------|
| 07/07/2021                  | Attend to banking matters and attend at bank.              | 0.8              |
| 07/14/2021                  | Attend to banking matters; sorting/scanning mail received. | 0.7              |
| 07/20/2021                  | Attend to banking matters.                                 | 0.1              |
| 07/27/2021                  | Attend to banking matters.                                 | 0.4              |
| 07/28/2021                  | Attend to banking matters.                                 | 0.3              |
| 09/14/2021                  | Run banking reports.                                       | 0.2              |
| 09/16/2021                  | Attend to banking matters.                                 | 0.3              |
| 09/23/2021                  | Bank reconciliation.                                       | 0.2              |
| <b>Total</b>                |  | <b>3.0</b>       |
| <br><b>Beata Miskiewicz</b> |  | <br><b>Hours</b> |
| 07/15/2021                  | Bank Reconciliation.                                       | 0.2              |
| 08/16/2021                  | bank reconciliation for July.                              | 0.2              |
| <b>Total</b>                |  | <b>0.4</b>       |
| <b>Grand Total</b>          |  | <b>20.6</b>      |



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

October 13, 2022

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Invoice : 8004442827  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period October 1 to December 31, 2021, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|            |                          |
|------------|--------------------------|
| Our Fee    | \$ 112,973.25 CAD        |
|            | <hr/>                    |
|            | \$ <b>112,973.25</b> CAD |
| HST        | 14,686.52                |
|            | <hr/>                    |
| Amount Due | <b>\$ 127,659.77 CAD</b> |
|            | <hr/> <hr/>              |

Payment is due upon receipt

☒ [REDACTED]

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**

[REDACTED]

Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 8004442827    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 127,659.77 CAD

**Professional Fees Summary - Tarn Financial Corporation and Tarn Construction**  
**For the period October 1 to December 31, 2021**

| <b>Name</b>          | <b>Position</b> | <b>Rate</b> | <b>Hours</b> | <b>Fee (\$)</b>      |
|----------------------|-----------------|-------------|--------------|----------------------|
| Anamika Gadia        | Partner         | \$ 850      | 106.6        | \$ 90,610.00         |
| Anna Maria Cicirello | Director        | \$ 675      | 1.0          | \$ 641.25            |
| Marcel Réthoré       | Senior Manager  | \$ 625      | 30.9         | \$ 19,312.50         |
| Manoj Oommen         | Manager         | \$ 450      | 4.0          | \$ 1,800.00          |
| Annette Chopowick    | Technician      | \$ 265      | 2.3          | \$ 609.50            |
| <b>Total</b>         |                 |             | <b>144.8</b> | <b>\$ 112,973.25</b> |

**KPMG Inc. in its capacity as Court-appointed Liquidator of Tarn Financial Corporation and  
Receiver of Tarn Construction  
Summary of Activities for the Period October 1 to December 31, 2021**

| <b>Anamika Gadia</b>   | <b>Hours</b> |
|--|--------------|
| 10/01/2021   | 0.5          |
| Review and approve payment to Iron Mountain; review case conference brief from J. Kulathungam; review correspondence from C. Stanek; emails with K. Mahar regarding case conference.   |              |
| 10/04/2021   | 2.4          |
| Emails with K. Mahar regarding interrogatories; attend case conference before Justice Koehnen; attend case conference before Justice McEwen; call with K. Mahar; review endorsement of Justice Koehnen; internal status call.                    |              |
| 10/08/2021   | 0.3          |
| Review interrogatories from applicants' counsel; emails with K. Mahar regarding same.  |              |
| 10/12/2021   | 0.5          |
| Review interrogatories from applicants' counsel and discussions with M. Réthoré regarding same.  |              |
| 10/13/2021   | 3.1          |
| Meeting with K. Mahar to review interrogatories and discuss and prepare responses to same; emails regarding Neesons.   |              |
| 10/15/2021   | 1.2          |
| Call with M. Réthoré to discuss responses to interrogatories.  |              |
| 10/18/2021   | 2.7          |
| Review supplemental interrogatories from respondents' counsel; review and discussions with M. Réthoré regarding same; emails with K. Mahar regarding same and comments on trial protocol; review comments from J. Kulathungam on trial protocol. |              |
| 10/19/2021   | 0.6          |
| Emails regarding interrogatories; review emails and other correspondence for documents in support of responses.  |              |
| 10/21/2021   | 3.3          |
| Call with M. Réthoré and M. Oommen regarding responses to interrogatories; emails with K. Mahar; review emails and other correspondence for documents in support of responses.   |              |
| 10/22/2021   | 5.5          |
| Meeting with K. Mahar to review interrogatories and discuss and prepare responses to same; review emails and other correspondence for documents in support of responses.   |              |
| 10/25/2021   | 0.8          |
| Emails and discussions regarding withholdings taxes, Marriott claim and distribution analysis; review of same.   |              |
| 10/26/2021   | 1.3          |
| Call with M. Réthoré and K. Mahar regarding responses to interrogatories and distribution analysis; emails on various  |              |

|            |  |     |
|------------|--|-----|
|            | matters related to interrogatories; review of updated distribution analysis and discussions regarding same.  |     |
| 10/27/2021 | Emails with K. Mahar regarding responses to interrogatories; review of emails and other correspondence for documents in support of responses.  | 0.5 |
| 10/28/2021 | Review and revise draft responses to interrogatories; emails and calls with K. Mahar regarding same; review case conference brief from J. Kulathungam; attend case conference before Justice Koehnen; review endorsement of Justice Koehnen.   | 3.2 |
| 10/29/2021 | Attend case conference before Justice Koehnen; debrief call with K. Mahar; review endorsement from Justice Koehnen; review follow-up interrogatories from applicants' and respondents' counsel; emails amongst counsel related to the follow-up interrogatories; emails and calls with K. Mahar regarding same.                                    | 2.9 |
| 11/01/2021 | Call with M. Réthoré to discuss follow-up interrogatories and responses to same; various emails with K. Mahar and M. Réthoré regarding responses to interrogatories and related information; review joint brief of documents.  | 2.1 |
| 11/02/2021 | Emails regarding response to follow-up interrogatories; review of emails and other correspondence for information in support of responses; call with K. Mahar regarding same.  | 1.4 |
| 11/03/2021 | Emails and discussions regarding responses to follow-up interrogatories; review of emails and other correspondence with Marriott in support of responses; emails from applicants' counsel requesting notices of dispute; review of trial protocol; review of trial schedule.   | 2.9 |
| 11/04/2021 | Review and approve payment to Iron Mountain; emails with K. Mahar regarding responses to follow-up interrogatories; emails amongst counsel regarding trial schedule; emails from P. Shea regarding follow-up interrogatories.  | 1.5 |
| 11/05/2021 | Attend call with counsel to discuss pre-trial matters and trial schedule; discussions regarding responses to follow-up interrogatories; review of emails and other correspondence for information in support of responses; review and revise draft responses to follow-up interrogatories; numerous calls and emails with K. Mahar regarding same. | 3.8 |
| 11/08/2021 | Update call with M. Réthoré and A. Cicirello; review applicants' allegations of misconduct; review letter from J. Kulathungam regarding ordering of witnesses; emails with K. Mahar.   | 0.7 |

|              |  |              |
|--------------|--|--------------|
| 11/09/2021   | Review index of orders and endorsements; review joint brief of documents; emails amongst counsel regarding same.                                 | 0.4          |
| 11/10/2021   | Emails amongst counsel regarding joint brief of documents; attend case conference before Justice Koehnen.  | 1.3          |
| 11/11/2021   | Emails amongst counsel regarding joint brief of documents.   | 0.2          |
| 11/12/2021   | Emails amongst counsel regarding joint brief of documents and trial schedule; attend test with Neesons; review Court reports in advance of trial | 1.5          |
| 11/14/2021   | Review reports in advance of trial.  | 3.9          |
| 11/15/2021   | Attend first day of trial; debrief with K. Mahar.  | 7.1          |
| 11/16/2021   | Attend second day of trial; emails and calls with K. Mahar.  | 7.0          |
| 11/17/2021   | Attend third day of trial; emails and calls with K. Mahar.   | 6.6          |
| 11/18/2021   | Attend fourth day of trial; debrief call with K. Mahar.  | 6.5          |
| 11/19/2021   | Attend fifth day of trial; calls with K. Mahar.  | 5.7          |
| 11/22/2021   | Calls with K. Mahar regarding responses to interrogatories; attend sixth day of trial; debrief with K. Mahar.                                    | 7.5          |
| 11/23/2021   | Attend seventh day of trial; debrief with K. Mahar.  | 5.1          |
| 11/24/2021   | Attend eighth day of trial.  | 5.5          |
| 11/25/2021   | Attend final day of trial; calls with K. Mahar regarding construction lien claims and other matters related to reports.                          | 6.0          |
| 11/28/2021   | Emails from P. Shea regarding questions on sources and uses report; emails with K. Mahar regarding same.   | 0.2          |
| 11/29/2021   | Review excerpts from reports; discussions regarding questions from applicants' counsel; emails regarding same.                                   | 0.7          |
| 11/30/2021   | Review and approve payment to Iron Mountain.   | 0.1          |
| 12/21/2021   | Review and approve payment to Miller Thomson.  | 0.1          |
| <b>Total</b> |  | <b>106.6</b> |

| <b>Anna Maria Cicirello</b> |   | <b>Hours</b> |
|-----------------------------|---|--------------|
| 11/04/2021                  | Review of source/use analysis to response to pre-trial questions. | 0.5          |
| 11/05/2021                  | Review source/use XLS (halted pending comment from M. Réthoré).   | 0.3          |
| 11/08/2021                  | Update call with A. Gadia and M. Réthoré.                         | 0.2          |
| <b>Total</b>                |   | <b>1.0</b>   |

| <b>Marcel Réthoré</b> |  | <b>Hours</b> |
|-----------------------|--|--------------|
| 10/04/2021            | Prepare and send correspondence summarizing the status of Tarn Financial in advance of a status call.  | 0.8          |
| 10/06/2021            | Review and update the summary of receipts and disbursements; review and update the distribution analysis.  | 3.2          |
| 10/07/2021            | Review and update the distribution analysis.   | 1.9          |
| 10/12/2021            | Review pre-trial questions from Gowlings.  | 0.8          |
| 10/13/2021            | Review and find responses to pre-trial questions from Gowlings.  | 1.3          |
| 10/15/2021            | Attend a call with A. Gadia to discuss pre-trial questions; review and find responses to pre-trial questions from Gowlings.  | 2.2          |
| 10/18/2021            | Review and find responses to pre-trial questions from Gowlings and corresponding questions from Teplitsky Colson.  | 2.2          |
| 10/19/2021            | Gather supporting material in response to questions from Gowlings and Teplitsky Colson.  | 1.4          |
| 10/21/2021            | Compile and circulate support internally for various pre-trial questions; attend a call with A. Gadia and M. Oommen regarding pre-trial questions; gather supporting material in response to questions from Gowlings and Teplitsky Colson. | 3.2          |
| 10/25/2021            | Review NRT withholding summary to determine amounts due as at the filing date in response to questions from Gowlings.  | 1.4          |



|              |   |             |
|--------------|---|-------------|
| 10/26/2021   | Prepare for and attend a call with A. Gadia and K. Mahar regarding questions from the Applicants and Respondents; update the waterfall analysis and distribution analysis; prepare brief commentary on both and share internally. | 3.1         |
| 11/01/2021   | Review and prepare responses to follow-up questions from Teplitsky Colson and Gowlings; attend a call with A. Gadia to discuss responses; summarize and send responses to K. Mahar for review.                                    | 4.2         |
| 11/03/2021   | Gather materials in response to request from Gowlings, internal correspondence regarding pre-trial questions and responses.   | 1.1         |
| 11/05/2021   | Prepare responses to questions from the Applicants and Respondents, various correspondence with A. Gadia and K. Mahar regarding same.   | 3.5         |
| 11/08/2021   | Update call with A. Gadia and A. Cicirello.   | 0.2         |
| 11/29/2021   | Review of sources and uses report in order to respond to question from applicants' counsel; prepare response to applicants' counsel.  | 0.4         |
| <b>Total</b> |   | <b>30.9</b> |

**Manoj Oommen**

**Hours**

|            |   |     |
|------------|---|-----|
| 10/21/2021 | Reviewed information request for trial information; obtained information; call with A. Gadia and M. Réthoré to discuss information request. | 4.0 |
|------------|---|-----|

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| <b>Total</b> |  | <b>4.0</b> |
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**Annette Chopowick**

**Hours**

|            |  |     |
|------------|--|-----|
| 10/01/2021 | Attend to banking matters.                     | 0.4 |
| 10/05/2021 | Attend to banking matters.                     | 0.2 |
| 10/15/2021 | Bank reconciliation.                           | 0.2 |
| 11/04/2021 | Attend to banking matter, bank reconciliation. | 0.5 |
| 11/30/2021 | Attend to banking matters.                     | 0.3 |
| 12/16/2021 | Bank reconciliation.                           | 0.2 |

|            |                           |     |
|------------|---------------------------|-----|
| 12/21/2021 | Attend to banking matter. | 0.5 |
|------------|---------------------------|-----|

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| <b>Total</b> |  | <b>2.3</b> |
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|                    |  |              |
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| <b>Grand Total</b> |  | <b>144.8</b> |
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**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

October 13, 2022

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Invoice : 8004442854  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period January 1 to September 30, 2022, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|            |                         |
|------------|-------------------------|
| Our Fee    | \$ 38,093.00 CAD        |
|            | <hr/>                   |
|            | \$ <b>38,093.00</b> CAD |
| HST        | 4,952.09                |
|            | <hr/>                   |
| Amount Due | <b>\$ 43,045.09 CAD</b> |
|            | <hr/> <hr/>             |

Payment is due upon receipt



**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**



Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 8004442854    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 43,045.09 CAD

**Professional Fees Summary - Tarn Financial Corporation and Tarn Construction**  
**For the period January 1 to September 30, 2022**

| <b>Name</b>       | <b>Position</b> | <b>Rate</b> | <b>Hours</b> | <b>Fee (\$)</b>     |
|-------------------|-----------------|-------------|--------------|---------------------|
| Anamika Gadia     | Partner         | \$ 850      | 27.2         | \$ 23,120.00        |
| Marcel Réthoré    | Senior Manager  | \$ 625      | 3.0          | \$ 1,875.00         |
| Manoj Oommen      | Manager         | \$ 450      | 23.1         | \$ 10,395.00        |
| Annette Chopowick | Technician      | \$ 265      | 10.2         | \$ 2,703.00         |
| <b>Total</b>      |                 |             | <b>63.5</b>  | <b>\$ 38,093.00</b> |

**KPMG Inc. in its capacity as Court-appointed Liquidator of Tarn Financial Corporation  
and Receiver of Tarn Construction**

**Summary of Activities for the Period January 1 to September 30, 2022**

| <b>Anamika Gadia</b> |  | <b>Hours</b> |
|----------------------|--|--------------|
| 01/04/2022           | Review and approve payment to Iron Mountain.   | 0.1          |
| 01/05/2022           | Emails regarding rescheduling of closing arguments.  | 0.1          |
| 01/24/2022           | Emails regarding Miller Thomson invoices; review and approve payment to Miller Thomson.                    | 0.1          |
| 02/01/2022           | Review and approve payment to Iron Mountain.   | 0.1          |
| 02/14/2022           | Emails regarding brief of transcripts.   | 0.1          |
| 02/22/2022           | Emails regarding further rescheduling of closing arguments.  | 0.1          |
| 03/07/2022           | Review and approve payment to Iron Mountain.   | 0.1          |
| 03/17/2022           | Emails regarding retainer paid by BA&B; distribution analysis and laptop; review of distribution analysis. | 0.3          |
| 03/29/2022           | Review and approve payment to Iron Mountain.   | 0.1          |
| 04/13/2022           | Emails regarding Miller Thomson invoices; review and approve payment to Miller Thomson.                    | 0.1          |
| 04/21/2022           | Review aide memoire and other submissions in advance of closing arguments.                                 | 1.5          |
| 04/22/2022           | Attend closing arguments before Justice Koehnen  | 6.4          |
| 04/26/2022           | Emails regarding GIC investments.  | 0.1          |
| 05/2/2022            | Review response to aide memoire.   | 0.3          |
| 05/12/2022           | Emails regarding Miller Thomson invoices; review and approve payment to Miller Thomson.                    | 0.1          |

|            |   |     |
|------------|---|-----|
| 05/16/2022 | Emails regarding case conference and calculation of amounts advanced by Akman.  | 0.2 |
| 05/17/2022 | Review of calculations from both sides on amounts advanced by Akman; emails regarding same with Justice Koehnen.                      | 0.3 |
| 05/23/2022 | Review updated calculation from J. Kulathungam.   | 0.1 |
| 05/24/2022 | Emails regarding case conference.   | 0.2 |
| 05/27/2022 | Emails regarding case conference.   | 0.1 |
| 05/29/2022 | Call with K. Mahar regarding Justice Koehnen's requests, responses from shareholders and information in the sources and uses report.  | 1.4 |
| 05/30/2022 | Emails regarding Istanbul sales event; emails with K. Mahar.  | 0.2 |
| 05/31/2022 | Call with K. Mahar regarding case conference.   | 0.3 |
| 06/09/2022 | Review shareholders' analysis of claims against Tarn Financial; review and approve payment to Iron Mountain.                          | 0.3 |
| 06/10/2022 | Email from Justice Koehnen regarding SAAM claim against Tarn Construction and related issues; emails with K. Mahar regarding same.    | 0.2 |
| 06/21/2022 | Discussions regarding status of the estate and status of tax filings for various program accounts.                                    | 0.4 |
| 06/23/2022 | Emails with K. Mahar regarding financial statements and tax returns.  | 0.1 |
| 06/28/2022 | Review of emails between shareholders' counsel; call with K. Mahar regarding response to Justice Koehnen; discussions regarding same. | 0.8 |
| 06/29/2022 | Review of emails between shareholders' counsel; emails with K. Mahar.   | 0.2 |
| 07/04/2022 | Emails regarding financial statements and tax returns.  | 0.2 |

|            |   |     |
|------------|---|-----|
| 07/06/2022 | Discussions regarding CRA account balances and financial statements for Tarn Financial and Tarn Construction.   | 0.5 |
| 07/08/2022 | Emails with K. Mahar regarding CRA accounts status; emails with Justice Koehnen regarding the liquidator's responses; emails amongst counsel and Justice Koehnen regarding same.        | 0.3 |
| 07/11/2022 | Emails amongst counsel and Justice Koehnen regarding further written submissions; review additional written submissions from respondents' counsel; emails with K. Mahar regarding same. | 0.6 |
| 07/12/2022 | Call with K. Mahar to review and consider response to further written submissions from respondents' counsel; review emails and reports to address issues raised in submissions.         | 1.5 |
| 07/13/2022 | Review and approve payment to Iron Mountain.  | 0.1 |
| 07/14/2022 | Emails with K. Mahar regarding issues raised in respondents' additional written submissions; various emails on information in response to those submissions.                            | 1.3 |
| 07/15/2022 | Review draft of liquidator's submissions and provide comments thereon; numerous emails and calls regarding same.  | 2.2 |
| 07/19/2022 | Review further submissions from applicants' counsel; emails with K. Mahar regarding same.   | 0.4 |
| 07/21/2022 | Emails between J. Kulathungam and Justice Koehnen.  | 0.1 |
| 08/03/2022 | Review and approve payment to Iron Mountain.  | 0.1 |
| 08/04/2022 | Emails and discussions regarding request from J. Kulthungam for copies of Tarn Financial financial statements and tax returns.  | 0.3 |
| 08/07/2022 | Review reply submissions from respondents' counsel; call with K. Mahar regarding same; email from K. Mahar regarding same.  | 0.4 |

|            |   |     |
|------------|---|-----|
| 08/08/2022 | Emails between K. Mahar and J. Kulathungam regarding error in responding submissions.   | 0.1 |
| 08/09/2022 | Review Justice Koehnen's reasons for judgement.   | 0.5 |
| 08/18/2022 | Review Justice Koehnen's reasons for judgement; call with M. Oommen regarding Justice Koehnen reasons for judgement.  | 1.2 |
| 08/23/2022 | Call with M. Oommen regarding shareholder loan.   | 0.2 |
| 08/25/2022 | Review analysis of SAAM shareholder loan.   | 0.2 |
| 09/01/2022 | Review and discuss analysis of SAAM shareholder loan.   | 0.5 |
| 09/06/2022 | Review and approve payment to Iron Mountain.  | 0.1 |
| 09/19/2022 | Meeting with K. Mahar to review impact of Justice Koehnen's reasons for judgement on SAAM shareholder loan and to discuss outstanding issues in winding-up. | 1.2 |
| 09/21/2022 | Review of revised analysis of SAAM shareholder loan; emails with K. Mahar and P. Shea regarding same.   | 0.5 |
| 09/22/2022 | Review of sources and uses report and call with K. Mahar regarding same.  | 0.3 |

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|--------------|--|-------------|
| <b>Total</b> |  | <b>27.2</b> |
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|-----------------------|--|--------------|
| <b>Marcel Réthoré</b> |  | <b>Hours</b> |
|-----------------------|--|--------------|

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|------------|---|-----|
| 03/15/2022 | Index records for Iron Mountain.            | 2.5 |
| 03/17/2022 | Correspondence regarding storage of assets. | 0.5 |

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|--------------|--|------------|
| <b>Total</b> |  | <b>3.0</b> |
|--------------|--|------------|

|                     |  |              |
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| <b>Manoj Oommen</b> |  | <b>Hours</b> |
|---------------------|--|--------------|

|            |                                      |     |
|------------|--------------------------------------|-----|
| 06/01/2022 | Prepared and filed GST/ HST returns. | 0.6 |
|------------|--------------------------------------|-----|



|            |   |     |
|------------|---|-----|
| 06/21/2022 | Attended meeting with A. Gadia regarding status of the estate and status of tax filings for various program accounts.   | 0.4 |
| 06/22/2022 | Obtained tax filing information for various Canada Revenue Agency program accounts and compiled information to determine status of filings.   | 1.2 |
| 07/04/2022 | Reviewed DMS for financial statements of Tarn Financial; performed analysis over the versions located; contacted Richter in order to obtain latest version on financial statements.                         | 1.2 |
| 07/06/2022 | Attended call with A. Gadia regarding CRA account balances and financial statements for Tarn Financial; contacted Richter regarding obtaining the latest financial statements and respective cover letters. | 0.9 |
| 07/12/2022 | Performed analysis over professional fees or administration disbursements occurred where ITCs have not been claimed; drafted GST/ HST return to be submitted.   | 2.4 |
| 07/15/2022 | Reviewed and responded to requests received from counsel.   | 2.5 |
| 08/04/2022 | Reviewed and responded to inquiry from K. Mahar regarding Tarn Financial financial statements and tax returns.  | 2.3 |
| 08/09/2022 | Drafted and sent email to A. Chopowick regarding estate general ledger to perform analysis over unclaimed ITCs for the 2022 period.   | 0.2 |
| 08/16/2022 | Submitted ITC claim up to July 2022.  | 0.5 |
| 08/17/2022 | Reviewed court materials regarding Koehnen reasons for judgement; attended call with the CRA regarding ITC amounts claimed up to July 2022.   | 1.3 |
| 08/18/2022 | Attended call with A. Gadia regarding Koehnen reasons for judgement; performed analysis of allowed amounts.   | 3.2 |
| 08/22/2022 | Performed analysis over shareholder loan amounts.   | 2.3 |

|              |  |             |
|--------------|--|-------------|
| 08/23/2022   | Attended call with A. Gadia regarding shareholder loan.                                | 0.2         |
| 08/25/2022   | Performed analysis over shareholder loan amounts and advances to Tarn Construction.    | 2.3         |
| 09/01/2022   | Review and discuss analysis of SAAM shareholder loan.                                  | 0.5         |
| 09/19/2022   | Attended call with A. Gadia and K. Mahar regarding shareholder loan.                   | 0.5         |
| 09/21/2022   | Attended call with A. Gadia regarding shareholder loan and changes to analysis format. | 0.6         |
| <b>Total</b> |  | <b>23.1</b> |

| <b>Annette Chopowick</b> |  | <b>Hours</b> |
|--------------------------|--|--------------|
| 01/04/2022               | Attend to banking matters.                     | 0.4          |
| 01/19/2022               | Attend to banking matters.                     | 0.3          |
| 01/21/2022               | Attend to banking matters.                     | 0.3          |
| 01/24/2022               | Attend to banking matter; bank reconciliation. | 0.7          |
| 01/25/2022               | Attend to Banking matters.                     | 0.2          |
| 02/01/2022               | Attend to banking.                             | 0.4          |
| 02/08/2022               | Bank reconciliation.                           | 0.2          |
| 03/07/2022               | Attend to banking matters.                     | 0.6          |
| 03/09/2022               | Bank reconciliation - Feb 2022.                | 0.2          |
| 03/29/2022               | Attend to banking matter.                      | 0.6          |
| 04/07/2022               | Bank reconciliation - Mar 2022.                | 0.2          |
| 04/13/2022               | Attend to banking matter.                      | 0.3          |
| 04/14/2022               | Attend to banking matter.                      | 0.2          |

|                    |                                    |             |
|--------------------|------------------------------------|-------------|
| 04/26/2022         | Attend to banking matters.         | 0.4         |
| 04/27/2022         | Attend to banking matter.          | 0.2         |
| 05/03/2022         | Attend to banking matter.          | 0.5         |
| 05/12/2022         | Attend to banking matters.         | 0.5         |
| 05/13/2022         | Attend to banking matter.          | 0.2         |
| 06/09/2022         | Attend to banking matter.          | 0.4         |
| 07/12/2022         | Attend to banking matter.          | 0.6         |
| 07/13/2022         | Attend to banking matter.          | 0.3         |
| 07/18/2022         | Attend to banking matter.          | 0.3         |
| 07/19/2022         | Attend to banking matter.          | 0.5         |
| 08/08/2022         | Bank reconciliation - July 2022.   | 0.2         |
| 08/09/2022         | Banking report.                    | 0.1         |
| 08/11/2022         | Attend to banking matter.          | 0.3         |
| 08/15/2022         | Attend to banking matter.          | 0.3         |
| 09/06/2022         | Attend to banking matters.         | 0.4         |
| 09/07/2022         | Attend to banking matter.          | 0.2         |
| 09/08/2022         | Bank reconciliation - August 2022. | 0.2         |
| <b>Total</b>       |                                    | <b>10.2</b> |
| <b>Grand Total</b> |                                    | <b>63.5</b> |



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

May 17, 2023

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Invoice : 8004809279  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period October 1 to December 31, 2022, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|            |                         |
|------------|-------------------------|
| Our Fee    | \$ 11,560.50 CAD        |
|            | <hr/>                   |
|            | \$ <b>11,560.50</b> CAD |
| HST        | 1,502.87                |
|            | <hr/>                   |
| Amount Due | <b>\$ 13,063.37 CAD</b> |
|            | <hr/> <hr/>             |

Payment is due upon receipt



**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**



Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 8004809279    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 13,063.37 CAD

**Professional Fees Summary - Tarn Financial Corporation and Tarn Construction Corporation**  
**For the period October 1 to December 31, 2022**

| <b>Name</b>       | <b>Position</b> | <b>Rate</b> | <b>Hours</b> | <b>Fee (\$)</b>     |
|-------------------|-----------------|-------------|--------------|---------------------|
| Anamika Gadia     | Partner         | \$ 875      | 7.1          | \$ 6,212.50         |
| Manoj Oommen      | Manager         | 475         | 5.6          | 2,660.00            |
| Angelina Hung     | Technician      | 280         | 1.1          | 308.00              |
| Annette Chopowick | Technician      | 280         | 8.5          | 2,380.00            |
| <b>Total</b>      |                 |             | <b>22.3</b>  | <b>\$ 11,560.50</b> |

**KPMG Inc. in its capacity as Court-appointed Liquidator of Tarn Financial Corporation  
Summary of Activities for the Period For the period October 01 to December 31, 2022**

| <b>Anamika Gadia</b> |  | <b>Hours</b> |
|----------------------|--|--------------|
| 10/03/2022           | Review email from A. Slavens regarding reporting in respect of Tarion cash collateral.   | 0.1          |
| 10/05/2022           | Emails from P. Shae and K. Mahar regarding payment of remaining shareholder loans, funds remaining for distribution and Tarn Construction bankruptcy; call with K. Mahar regarding same.                               | 0.2          |
| 10/12/2022           | Emails from P. Shae, J. Kulathungam and K. Mahar regarding distribution of remaining shareholder loans and remaining proceeds available for distribution; call with K. Mahar; review and revise distribution analysis. | 1.5          |
| 10/13/2022           | Emails from P. Shae, J. Kulathungam and K. Mahar regarding shareholder distribution, draft direction, and related matters; review distribution analysis; emails with K. Mahar regarding same.                          | 0.4          |
| 10/14/2022           | Call with K. Mahar regarding distribution analysis and reserves; emails from P. Shae, J. Kulathungam and K. Mahar regarding distribution analysis and revised direction.   | 0.5          |
| 10/17/2022           | Emails from J. Kulathungam and K. Mahar regarding distributions to date; provide breakdown of distributions to date.   | 0.2          |
| 10/19/2022           | Emails from J. Kulathungam and K. Mahar regarding shareholder distributions to date; emails regarding record storage and destruction.  | 0.1          |
| 10/20/2022           | Emails from P. Shae and J. Kulathungam; call with K. Mahar regarding direction   | 0.2          |
| 10/25/2022           | Emails regarding revised direction.  | 0.1          |
| 11/01/2022           | Emails from K. Mahar regarding executed direction and wire transfer details; emails to P. Shae and J. Kulathungam regarding wire details; arrange for distribution.  | 0.5          |
| 11/02/2022           | Review and approve distributions.  | 0.1          |
| 11/18/2022           | Emails from J. Kulathungam regarding breakdown of professional fees and remaining matters in the liquidation.  | 0.1          |
| 11/22/2022           | Call with K. Mahar to discuss remaining matters in the liquidation and approach to same.   | 0.5          |
| 11/23/2022           | Emails from K. Mahar, P. Shae and J. Kulathungam regarding Tarn Construction bankruptcy and related fees.  | 0.1          |

|              |  |            |
|--------------|--|------------|
| 11/24/2022   | Review of summary of professional fees and email to K. Mahar regarding same.   | 0.2        |
| 11/25/2022   | Emails with K. Mahar regarding Tarn Construction bankruptcy.   | 0.1        |
| 11/28/2022   | Emails and calls with K. Mahar regarding professional fee summary.   | 0.3        |
| 11/29/2022   | Emails from K. Mahar, P. Shae and J. Kulathungam regarding professional fee summary.   | 0.2        |
| 11/30/2022   | Emails from J. Kulathungam and P. Shae regarding Tarn Construction bankruptcy.   | 0.1        |
| 12/07/2022   | Emails from J. Kulathungam and K. Mahar regarding equity distribution to shareholders.   | 0.2        |
| 12/13/2022   | Emails from J. Kulathungam and K. Mahar regarding equity distribution to shareholders; call with K. Mahar regarding same.  | 0.5        |
| 12/14/2022   | Update from K. Mahar on discussion with J. Kulathungam; emails regarding reimbursement agreement.  | 0.2        |
| 12/19/2022   | Emails with K. Mahar.  | 0.1        |
| 12/21/2022   | Emails with K. Mahar regarding revisions to reimbursement agreement.   | 0.1        |
| 12/22/2022   | Emails regarding reimbursement agreement and wire instructions; arrange for distribution; review and approve distributions; emails with K. Mahar regarding Court availability. | 0.5        |
| <b>Total</b> |  | <b>7.1</b> |

### **Manoj Oommen**

### **Hours**

|            |   |     |
|------------|---|-----|
| 10/12/2022 | Attended call with A. Gadia regarding statement of receipts and disbursements and distribution analysis; updated statement of receipts and disbursements and performed distribution analysis based on agreed upon amounts related to shareholder loans. | 3.7 |
| 11/01/2022 | Obtained and reviewed contact information for various law firms in preparation for distribution to shareholders.  | 0.5 |
| 11/24/2022 | Prepare summary of professional fees  | 0.7 |
| 11/28/2022 | Prepare summary of professional fees  | 0.6 |

|            |  |     |
|------------|--|-----|
| 12/22/2022 | Performed confirmation procedures to verify payee information related to shareholder distribution. | 0.1 |
|------------|--|-----|

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| <b>Total</b> |  | <b>5.6</b> |
|--------------|--|------------|

|                      |  |              |
|----------------------|--|--------------|
| <b>Angelina Hung</b> |  | <b>Hours</b> |
|----------------------|--|--------------|

|            |  |     |
|------------|--|-----|
| 11/24/2022 | Handle banking matters, prepare banking reports. | 0.6 |
|------------|--|-----|

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| 11/29/2022 | Attend to banking matters. | 0.3 |
|------------|----------------------------|-----|

|            |                            |     |
|------------|----------------------------|-----|
| 11/30/2022 | Attend to banking matters. | 0.2 |
|------------|----------------------------|-----|

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|              |  |            |
|--------------|--|------------|
| <b>Total</b> |  | <b>1.1</b> |
|--------------|--|------------|

|                          |  |              |
|--------------------------|--|--------------|
| <b>Annette Chopowick</b> |  | <b>Hours</b> |
|--------------------------|--|--------------|

|            |                           |     |
|------------|---------------------------|-----|
| 10/12/2022 | Attend to banking matter. | 0.4 |
|------------|---------------------------|-----|

|            |                            |     |
|------------|----------------------------|-----|
| 10/13/2022 | Attend to banking matters. | 0.7 |
|------------|----------------------------|-----|

|            |                            |     |
|------------|----------------------------|-----|
| 10/14/2022 | Attend to banking matters. | 1.1 |
|------------|----------------------------|-----|

|            |                           |     |
|------------|---------------------------|-----|
| 10/17/2022 | Attend to banking matter. | 0.2 |
|------------|---------------------------|-----|

|            |                                 |     |
|------------|---------------------------------|-----|
| 10/19/2022 | Bank reconciliation - Sep 2022. | 0.2 |
|------------|---------------------------------|-----|

|            |                            |     |
|------------|----------------------------|-----|
| 11/01/2022 | Attend to banking matters. | 1.4 |
|------------|----------------------------|-----|

|            |                            |     |
|------------|----------------------------|-----|
| 11/02/2022 | Attend to banking matters. | 0.8 |
|------------|----------------------------|-----|

|            |                                 |     |
|------------|---------------------------------|-----|
| 11/07/2022 | Bank reconciliation - Oct 2022. | 0.2 |
|------------|---------------------------------|-----|

|            |  |     |
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| 11/09/2022 | Review emails/filing; update Liquidator's website. | 0.3 |
|------------|--|-----|

|            |                           |     |
|------------|---------------------------|-----|
| 11/16/2022 | Attend to banking matter. | 0.5 |
|------------|---------------------------|-----|

|            |                           |     |
|------------|---------------------------|-----|
| 11/22/2022 | Attend to banking matter. | 0.4 |
|------------|---------------------------|-----|

|            |                           |     |
|------------|---------------------------|-----|
| 11/23/2022 | Attend to banking matter. | 0.2 |
|------------|---------------------------|-----|

|            |                           |     |
|------------|---------------------------|-----|
| 11/24/2022 | Attend to banking matter. | 0.1 |
|------------|---------------------------|-----|

|            |                                 |     |
|------------|---------------------------------|-----|
| 12/08/2022 | Bank reconciliation - Nov 2022. | 0.3 |
|------------|---------------------------------|-----|

|            |                           |     |
|------------|---------------------------|-----|
| 12/13/2022 | Attend to banking matter. | 0.3 |
|------------|---------------------------|-----|



|            |                           |     |
|------------|---------------------------|-----|
| 12/14/2022 | Attend to banking matter. | 0.2 |
| 12/15/2022 | Attend to banking matter. | 0.2 |
| 12/22/2022 | Attend to banking matter. | 1.0 |

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|              |  |            |
|--------------|--|------------|
| <b>Total</b> |  | <b>8.5</b> |
|--------------|--|------------|

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|                    |  |             |
|--------------------|--|-------------|
| <b>Grand Total</b> |  | <b>22.3</b> |
|--------------------|--|-------------|

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**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

May 17, 2023

Tarn Financial Corporation  
 2035 Kennedy Road  
 Toronto, ON M1T 3G2

Invoice : 8004809278  
 Reference : 2000720698  
 Client : 1002437530  
 Contact : Anamika Gadia  
 Telephone : (416) 777-3842  
 Email : agadia@kpmg.ca

For professional services rendered for the period January 1 to April 30, 2023, in our capacity as Court appointed Liquidator of Tarn Financial Corporation and Court appointed Receiver of Tarn Construction Corporation.

|            |                         |
|------------|-------------------------|
| Our Fee    | \$ 25,075.25 CAD        |
|            | <hr/>                   |
|            | \$ <b>25,075.25</b> CAD |
| HST        | 3,259.78                |
|            | <hr/>                   |
| Amount Due | <b>\$ 28,335.03 CAD</b> |
|            | <hr/> <hr/>             |

Payment is due upon receipt



**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments: Beneficiary: KPMG LLP**



Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 8004809278    **Reference:** 2000720698    **Client:** 1002437530    **Amount:** \$ 28,335.03 CAD

**Professional Fees Summary - Tarn Financial Corporation and Tarn Construction Corporation**  
**For the period January 1 to April 30, 2023**

| <b>Name</b>       | <b>Position</b> | <b>Rate</b> | <b>Hours</b> | <b>Fee (\$)</b>     |
|-------------------|-----------------|-------------|--------------|---------------------|
| Anamika Gadia     | Partner         | \$ 875      | 7.3          | \$ 6,387.50         |
| Manoj Oommen      | Manager         | 475         | 34.5         | 16,363.75           |
| Angelina Hung     | Technician      | 280         | 6.3          | 1,764.00            |
| Annette Chopowick | Technician      | 280         | 2.0          | 560.00              |
| <b>Total</b>      |                 |             | <b>50.1</b>  | <b>\$ 25,075.25</b> |

**KPMG Inc. in its capacity as Court-appointed Liquidator of Tarn Financial Corporation  
Summary of Activities for the Period January 1 to April 30, 2023**

| <b>Anamika Gadia</b> |  | <b>Hours</b> |
|----------------------|--|--------------|
| 01/04/2023           | Emails with K. Mahar regarding timing of a motion; emails regarding books and records storage and destruction.   | 0.10         |
| 01/06/2023           | Emails from K. Mahar and P. Shea regarding scheduling of motion.   | 0.10         |
| 01/10/2023           | Various emails regarding motion and approach to dealing with costs; review draft letter to Justice Koenen from J. Kulathungam.   | 0.30         |
| 01/11/2023           | Emails from K. Mahar and P. Shea regarding costs   | 0.10         |
| 01/16/2023           | Call with applicants and their former counsel regarding fees; call with K. Mahar regarding same.   | 0.70         |
| 01/23/2023           | Call with K. Mahar to discuss email from A. Basegmez.  | 0.30         |
| 02/06/2023           | Prepare response to A. Basegmez; call with K. Mahar regarding same.  | 0.40         |
| 02/10/2023           | Call with Richter regarding tax returns.   | 0.50         |
| 02/14/2023           | Emails from J. Kulathungam, P. Shae and K. Mahar regarding scheduling of motion and approach to costs; review cost award from Justice Koehnen.   | 0.30         |
| 02/15/2023           | Review of statement of receipts and disbursements and approach to providing information to Richter.  | 0.50         |
| 03/06/2023           | Emails with Richter regarding status of tax work.  | 0.10         |
| 03/09/2023           | Call with K. Mahar to discuss remaining items in the liquidation and approach to same and the issues related to costs; emails from K. Mahar and J. Kulathungam regarding cost matters. | 0.50         |
| 03/13/2023           | Emails with Richter.   | 0.10         |
| 03/16/2023           | Call with Richter regarding approach to financial information to support tax returns   | 0.20         |
| 03/21/2023           | Email from A. Basegmez; emails with K. Mahar regarding same; review emails from P. Shea and J. Kulathungam.  | 0.30         |
| 03/31/2023           | Emails from J. Kulathungam and P. Shea.  | 0.10         |

|            |   |      |
|------------|---|------|
| 04/05/2023 | Email from A. Basegmez; respond to A. Basegmez; emails between P. Shea, J. Kulathungam and K. Mahar regarding motion. | 0.20 |
| 04/06/2023 | Emails between P. Shea, J. Kulathungam and K. Mahar regarding motion, approach to costs and call; review draft order. | 0.20 |
| 04/11/2023 | Call with K. Mahar, J. Kulathungam and P. Shea regarding requested fees allocations and approach to same.             | 0.50 |
| 04/17/2023 | Review and discuss approach to fee allocations.   | 0.30 |
| 04/18/2023 | Review and discuss approach to fee allocations.   | 0.20 |
| 04/19/2023 | Review and discuss approach to fee allocations.   | 0.20 |
| 04/20/2023 | Review fee allocations.   | 0.50 |
| 04/23/2023 | Emails regarding scheduling of motion.  | 0.10 |
| 04/25/2023 | Emails regarding scheduling of motion.  | 0.10 |
| 04/26/2023 | Emails regarding date for motion.   | 0.10 |
| 04/27/2023 | Call with K. Mahar regarding matters to address in upcoming motion.   | 0.30 |

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|              |  |             |
|--------------|--|-------------|
| <b>Total</b> |  | <b>7.30</b> |
|--------------|--|-------------|

| <b>Manoj Oommen</b> |   | <b>Hours</b> |
|---------------------|---|--------------|
| 01/30/2023          | prepared and submitted GST HST returns; reviewed CRA correspondence; attended call with CRA regarding liquidation period filings.   | 1.8          |
| 01/31/2023          | Discussions with A. Gadia regarding liquidation period corporate tax returns; drafted and sent email to Richter regarding filing of corporate tax returns.  | 0.6          |
| 02/01/2023          | Drafted and sent email to Richter regarding filing of corporate tax returns.  | 0.1          |
| 02/06/2023          | Attended call with G. Lyne and X. Han regarding filing of corporate tax returns.  | 0.5          |
| 02/10/2023          | Attended call with A. Gadia and Richter regarding statutory filings; requested and reviewed special trust account general ledger; updated R&D for information request related to statutory filings. | 3.5          |

|            |  |     |
|------------|--|-----|
| 02/13/2023 | Updated R&D for information request related to statutory filings; requested support for various disbursements from A. Chopowick.   | 1.4 |
| 02/14/2023 | Updated R&D for information request related to statutory filings.  | 1.6 |
| 02/15/2023 | Updated R&D for information request related to statutory filings; drafted and sent email to Richter regarding R&D and next steps; attended meeting with A. Gadia regarding R&D.  | 1.1 |
| 03/13/2023 | Reviewed and responded to Richter regarding book keeping and tax returns.  | 0.1 |
| 03/16/2023 | Attended call with Richter regarding book keeping.   | 0.3 |
| 03/17/2023 | Reviewed information request list provided by Richter; began sourcing documents to provide Richter.  | 2.7 |
| 03/21/2023 | Attended call with E. Bergman regarding Richter information request.   | 0.3 |
| 03/24/2023 | Continued sourcing documents to provide Richter regarding tax filings.   | 0.7 |
| 03/27/2023 | Continued sourcing documents to provide Richter regarding tax filings; reviewed hard copy support documents and server for information; attended call with A. Hung regarding bank reconciliations; drafted and sent email to E. Bergman regarding information request. | 2.3 |
| 04/04/2023 | Reviewed and responded to E. Bergman regarding book keeping and tax filing request.  | 0.8 |
| 04/06/2023 | Filed March HST return.  | 0.1 |
| 04/11/2023 | Reviewed and responded to information request regarding filing of tax returns.   | 0.3 |
| 04/12/2023 | Attended call with E. Bergman regarding Tarn Financial tax returns; revised information request items regarding tax returns and book keeping.  | 1.8 |
| 04/13/2023 | Attended call with A. Gadia regarding cost recovery analysis; drafted and sent email to A. Gadia regarding the same; revised information request items regarding tax returns and book keeping.   | 2.9 |
| 04/14/2023 | Obtained WIP reports and started analysis over recoverable costs; revised information request items regarding tax returns and book keeping.  | 2.8 |
| 04/17/2023 | Attended meeting with A. Gadia regarding cost recovery; continued analysis over recoverable costs.   | 2.1 |

|              |   |             |
|--------------|---|-------------|
| 04/18/2023   | Attended meeting with A. Gadia regarding cost recovery; continued analysis over recoverable costs.  | 3.4         |
| 04/19/2023   | Attended meeting with A. Gadia regarding cost recovery; continued analysis over recoverable costs.  | 2.7         |
| 04/20/2023   | Attended call with A. Gadia regarding recoverable cost analysis; drafted and sent email to K. Mahar regarding recoverable cost analysis.                      | 0.5         |
| 04/26/2023   | Status update with A. Gadia; drafted and sent email to E. Bergman regarding status of bookkeeping and tax work; reviewed time draftbill and proposed changes. | 0.4         |
| <b>Total</b> |   | <b>34.5</b> |

| <b>Angelina Hung</b> |  | <b>Hours</b> |
|----------------------|--|--------------|
| 01/04/2023           | Attend to banking matters; arrange offsite storage.          | 1.3          |
| 01/05/2023           | Attend to banking matters.                                   | 0.2          |
| 01/09/2023           | Arrange storage prepay.                                      | 0.7          |
| 01/23/2023           | Bank reconciliation.   | 0.3          |
| 02/13/2023           | Coordinate monthly storage and prepay invoice.               | 1.0          |
| 02/14/2023           | Attend to banking matters; bank reconciliation for January.  | 0.5          |
| 02/15/2023           | Attend to banking matters.                                   | 0.5          |
| 02/22/2023           | Attend to banking matters.                                   | 1.0          |
| 02/24/2023           | Attend to banking matters.                                   | 0.6          |
| 03/20/2023           | Coordinate bank reconciliation and attestation for February. | 0.1          |
| 03/27/2023           | Bank reconciliation.   | 0.1          |
| <b>Total</b>         |  | <b>6.3</b>   |

| <b>Annette Chopowick</b> |                           | <b>Hours</b> |
|--------------------------|---------------------------|--------------|
| 01/05/2023               | Attend to banking matter. | 0.1          |
| 01/19/2023               | Attend to banking matter. | 0.4          |
| 01/20/2023               | Attend to banking matter. | 0.1          |

|                    |   |             |
|--------------------|---|-------------|
| 01/24/2023         | Attend to banking matter.   | 0.2         |
| 02/10/2023         | Banking report.   | 0.1         |
| 02/13/2023         | Forward banking voucher/emails to M Oommen as requested.  | 0.1         |
| 02/14/2023         | Attend to banking matter.   | 0.1         |
| 03/10/2023         | Bank reconciliation - Feb 2023.   | 0.3         |
| 03/28/2023         | Locate hardcopies of bank reconciliations for Tarn (Dec 2018 and 2019), scan and forward to M Oommen. | 0.3         |
| 04/14/2023         | Bank reconciliation - March 2023.   | 0.3         |
| <b>Total</b>       |   | <b>2.0</b>  |
| <b>Grand Total</b> |   | <b>50.1</b> |



**Exhibit "B"**

This is Exhibit "B" to the Affidavit  
of Anamika Gadia

Sworn before me this 18th day

of May, 2023

A. Chopowick  
A Commissioner, etc.

Annette Chopowick, a  
Commissioner, etc. Province  
of Ontario, for KPMG Inc.  
Expires August 3, 2024

**Exhibit B**

**Professional Fees Summary - Tarn Financial Liquidation  
For the period January 1, 2019 to April 30, 2023**

| <b>Invoice Number</b> | <b>Invoice Date</b> | <b>Period Beginning</b> | <b>Period End</b> | <b>Total Fees</b> | <b>Total Expenses</b> | <b>HST Due</b>    | <b>Total Due</b>  |
|-----------------------|---------------------|-------------------------|-------------------|-------------------|-----------------------|-------------------|-------------------|
| 7000284641            | 11/5/2020           | 1/1/2019                | 1/31/2019         | 59,773.50         | 181.16                | 7,794.11          | 67,748.77         |
| 7000284666            | 11/5/2020           | 2/1/2019                | 2/28/2019         | 93,425.00         | -                     | 12,145.25         | 105,570.25        |
| 8003319640            | 11/5/2020           | 3/1/2019                | 3/31/2019         | 36,077.50         | 516.98                | 4,757.28          | 41,351.76         |
| 7000284823            | 11/5/2020           | 4/1/2019                | 6/30/2019         | 128,266.25        | 14.13                 | 16,676.45         | 144,956.83        |
| 7000284851            | 11/5/2020           | 7/1/2019                | 9/30/2019         | 50,778.75         | -                     | 6,601.24          | 57,379.99         |
| 7000284984            | 11/5/2020           | 10/1/2019               | 12/31/2019        | 39,109.00         | 54.77                 | 5,091.30          | 44,255.07         |
| 7000284985            | 11/5/2020           | 1/1/2020                | 3/31/2020         | 58,450.50         | -                     | 7,598.57          | 66,049.07         |
| 8003319639            | 11/5/2020           | 4/1/2020                | 6/30/2020         | 28,582.00         | -                     | 3,715.66          | 32,297.66         |
| 8003319636            | 11/5/2020           | 6/1/2020                | 9/30/2020         | 16,244.00         | -                     | 2,111.72          | 18,355.72         |
| 8004442187            | 10/13/2022          | 10/1/2020               | 12/31/2020        | 24,692.50         | -                     | 3,210.03          | 27,902.53         |
| 8004442189            | 10/13/2022          | 1/1/2021                | 3/31/2021         | 51,966.00         | -                     | 6,755.58          | 58,721.58         |
| 8004442828            | 10/13/2022          | 4/1/2021                | 6/30/2021         | 3,608.50          | -                     | 469.11            | 4,077.61          |
| 8004442829            | 10/13/2022          | 6/1/2021                | 9/30/2021         | 13,869.00         | -                     | 1,802.97          | 15,671.97         |
| 8004442827            | 10/13/2022          | 10/1/2021               | 12/31/2021        | 112,973.25        | -                     | 14,686.52         | 127,659.77        |
| 8004442854            | 10/13/2022          | 1/1/2022                | 9/30/2022         | 38,093.00         | -                     | 4,952.09          | 43,045.09         |
| 8004809279            | 5/17/2023           | 10/1/2022               | 12/31/2022        | 11,560.50         | -                     | 1,502.87          | 13,063.37         |
| 8004809278            | 5/17/2023           | 1/1/2023                | 4/30/2023         | 25,075.25         | -                     | 3,259.78          | 28,335.03         |
| <b>Total</b>          |                     |                         |                   | <b>792,544.50</b> | <b>767.04</b>         | <b>103,130.53</b> | <b>896,442.07</b> |

**Exhibit "C"**

This is Exhibit "C" to the Affidavit  
of Anamika Gadia

Sworn before me this 18th day

of May, 2023

A. Chopowick  
A Commissioner, etc.

Annette Chopowick, a  
Commissioner, etc. Province  
of Ontario, for KPMG Inc.  
Expires August 3, 2024

**Exhibit C**

**Professional Fees Summary - Tarn Financial Liquidation  
For the period January 1, 2019 to April 30, 2023**

| <b>Name</b>          | <b>Position</b>   | <b>Hourly Rate</b> | <b>Hours</b>   | <b>Fee (\$)</b>   |
|----------------------|-------------------|--------------------|----------------|-------------------|
| Anamika Gadia        | Partner           | 750 - 850          | 366.9          | 296,110.00        |
| Steven Hurowitz      | Partner           | 1000               | 3.6            | 3,600.00          |
| Colleen Basden       | Partner           | 700 - 750          | 6.9            | 4,855.00          |
| Derek Rostant        | Partner           | 700                | 4.0            | 2,800.00          |
| Katherine Forbes     | Partner           | 650 - 700          | 8.0            | 5,262.50          |
| Anna Maria Cicirello | Senior Manager    | 575 - 675          | 54.8           | 31,972.25         |
| Marcel Réthoré       | Senior Manager    | 550 - 625          | 421.1          | 240,456.00        |
| Manoj Oommen         | Manager           | 325 - 450          | 369.4          | 137,841.25        |
| Jason Thalla-Joel    | Senior Consultant | 325 - 400          | 56.0           | 18,612.50         |
| Tahreem Fatima       | Senior Consultant | 325                | 10.5           | 3,412.50          |
| Annette Chopowick    | Technician        | 225 - 280          | 149.2          | 35,584.50         |
| Angelina Hung        | Technician        | 280                | 7.4            | 2,072.00          |
| Linh Hang            | Technician        | 265                | 0.4            | 106.00            |
| Mahnoor Kiani        | Staff Accountant  | 250                | 4.3            | 1,062.50          |
| Valerie Lu           | Staff Accountant  | 250                | 7.5            | 1,875.00          |
| Beata Miskiewicz     | Technician        | 250                | 0.6            | 150.00            |
| Dina Kvezereli       | Technician        | 225                | 30.1           | 6,772.50          |
| <b>Total</b>         |                   |                    | <b>1,500.6</b> | <b>792,544.50</b> |

# APPENDIX “M”

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

BETWEEN:

VOLKAN BASEGMEZ, CEM BLEDA BASEGMEZ, ANIL RUKAN BASEGMEZ,  
BA&B CAPITAL INC., SERDAR KOCTURK  
and KAAH HOLDINGS INC.

**Applicants**

– and –

ALI AKMAN, SAMM CAPITAL HOLDINGS INC.  
and TARN FINANCIAL CORPORATION

**Respondents**

**APPLICATION UNDER** Sections 207 and 248 of the *Business Corporations Act*, R.S.O. 1990,  
c. B.16.

**AFFIDAVIT OF STEPHANIE DE CARIA  
(Sworn May 19, 2023)**

I, **Stephanie De Caria**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am an associate at the law firm Miller Thomson LLP (“**Miller Thomson**”) lawyers for KPMG Inc. (“**KPMG**”), in its capacity as Court-appointed Liquidator (in such capacity, the “**Liquidator**”) of the effects and estate of Tarn Financial Corporation (“**Tarn Financial**”), pursuant to section 207 of the *Ontario Business Corporations Act* (“**OBCA**”) and appointed pursuant to the Winding Up Order of Justice Lederman dated September 15, 2017 (the “**Winding Up Order**”) which appointment was effective on September 25, 2017 (the “**Winding Up Proceedings**”), and as Court-appointed Receiver (the “**Receiver**”) of the property, assets and undertakings of Tarn Construction Corporation (“**Tarn Construction**”), pursuant to the

Receivership Order of Justice McEwen dated April 13, 2018 (the “**Receivership Proceedings**”), and as such, have knowledge of the matters hereinafter deposed to.

2. Attached hereto as **Exhibit “A”** is a true copy of the invoices issued to the Liquidator and the Receiver by Miller Thomson for fees and disbursements incurred by Miller Thomson in the course of proceedings between January 1, 2019 and April 30, 2023. The total fees charged by Miller Thomson during that period were \$379,686.50 plus disbursements of \$12,681.00 plus Harmonized Sales Tax (“**HST**”) in the amount of \$50,964.78 for a total of \$443,332.28.

3. Attached hereto as **Exhibit “B”** is a schedule summarizing each invoice in Exhibit “A”, the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.

4. The fees accrued by Miller Thomson from the period following April 30, 2023 and estimated to be incurred to the conclusion of the Receivership Proceedings and the Winding Up Proceedings are anticipated to be \$50,000 plus HST.

5. Attached hereto as **Exhibit “C”** is a schedule summarizing the respective years of call and billing rates of each of the lawyers at Miller Thomson who acted for the Liquidator and the Receiver.

6. To the best of my knowledge, the rates charged by Miller Thomson throughout the course of this proceeding are comparable to those charged by other law firms in Toronto for the provision of similar services.

7. The hourly billing rates outlined in Exhibit “C” to this affidavit are comparable to the hourly rates charged by Miller Thomson for services rendered in similar proceedings.

8. I make the affidavit in support of a motion by the Liquidator and the Receiver for, among other things, approval of the fees and disbursements of the Liquidator's and Receiver's counsel.

SWORN BEFORE ME via Zoom Video Conference at the City of Toronto on May 19, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

**STEPHANIE DE CARIA**

---

A Commissioner for taking Affidavits *(or as may be)*



This is Exhibit "A" referred to in the Affidavit of  
Stephanie De Caria sworn May 19, 2023



---

*Commissioner for Taking Affidavits (or as may be)*



**MILLER THOMSON**  
AVOCATS | LAWYERS

**MILLER THOMSON LLP**  
SCOTIA PLAZA  
40 KING STREET WEST, SUITE 5800  
P.O. BOX 1011  
TORONTO, ON M5H 3S1  
CANADA

**T** 416.595.8500  
**F** 416.595.8695

**MILLERTHOMSON.COM**

## Account Summary and Remittance Form

**December 31, 2019**

Invoice Number 3424276

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                            |
|-------------------------------------|----------------------------|
| <b>Fees:</b>                        | <b>\$132,500.50</b>        |
| <b>Disbursements:</b>               | <b>\$440.00</b>            |
| <b>Ontario HST 13% (R119440766)</b> | <b>\$17,282.27</b>         |
| <b>Total Amount Due</b>             | <b><u>\$150,222.77</u></b> |



**MILLER THOMSON**  
AVOCATS | LAWYERS

**MILLER THOMSON LLP**  
SCOTIA PLAZA  
40 KING STREET WEST, SUITE 5800  
P.O. BOX 1011  
TORONTO, ON M5H 3S1  
CANADA

**T** 416.595.8500  
**F** 416.595.8695

**MILLERTHOMSON.COM**

**December 31, 2019**

Invoice Number 3424276

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
| 01/02/2019  | KEMM            | Meeting with A. Gadia regarding outstanding issues and next steps; email from M. Rethore enclosing January 2nd statutory declarations in respect of Deposit Return Procedure;  | 0.50         |
| 01/03/2019  | KEMM            | Email from P. Guaragna regarding construction lien review;   | 0.10         |
| 01/07/2019  | KEMM            | Receive and review draft determination of claim for MCW Consultants and consider same;   | 0.20         |
| 01/09/2019  | KEMM            | Letter from J. Kulathungam regarding University of Western claim against SAMM; review claim; letter from J. Kulathungam regarding various issues; email letters to Liquidator; email from M. Rethore regarding review of construction liens and contact from Fence People; emails with P. Guaragna to coordinate call; email from A. Gadia regarding responding to construction lien claimant; email exchange with R. Hauk regarding same; | 0.80         |
| 01/10/2019  | PG              | Continue review of client reports regarding construction costs and funds transferred between accounts to calculate Tarn Financial's potential holdback liability; confer with K.Mahar regarding the  | 1.80         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
|             |                 | same; consider impact of the "notice holdback" and MCW stream;   |              |
| 01/10/2019  | SDC             | Review Notice of Objection from P. Thomson and emails from K. Mahar re same; discuss objections with K. Mahar  | 0.10         |
| 01/10/2019  | KEMM            | Emails with P. Guaragna regarding updating chart to address direct claim of MCW; email from M. Rethore enclosing power of attorney for deposit return; review same; receive notice of objection from P. Thomson; discussion with S. De Caria regarding same; review Notice of Disallowance; email with M. Rethore regarding compiling full claim package for disputed claims; emails with P. Guaragna regarding revising chart; email enclosing Purchaser's Certificate in respect of power or attorney; email from P. Guaragna enclosing revised analysis for lien claims; review and emails to P. Guaragna regarding same;             | 0.90         |
| 01/11/2019  | PG              | Telephone conference with K.Mahar regarding interpreting the client's reports and revisions to the holdback calculation; revise holdback calculation accordingly;  | 0.80         |
| 01/11/2019  | SDC             | Review email from M. Rethore and responding email re: claim process;   | 0.10         |
| 01/11/2019  | KEMM            | Emails and telephone call with P. Guaragna regarding Tarn reports and revisions to holdback calculation; telephone call with A. Gadia and M. Rethore on number of issues including construction liens and updated information to be provided; email from M. Rethore enclosing updated analysis; conference call with A. Gadia and M. Rethore regarding construction analysis; email from P. Guaragna enclosing further revised analysis; email same to Liquidator; coordinating call on January 13th; email from M. Rethore enclosing summary of claims process for review; receive summary of notices of objections filed with support; | 2.00         |
| 01/13/2019  | PG              | Telephone conference with client regarding updated breakdown of construction costs; receive and review updated summary of construction costs and amounts   | 1.40         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
|             |                 | received for the same; email to client reporting on determination of the lien claims;  |              |
| 01/13/2019  | KEMM            | Email from M. Rethore enclosing summary of updates paid and unpaid construction costs; email from M. Rethore providing further updated summary for call; conference call with M. Rethore, A. Gadia and P. Guaragna regarding same; email from P. Guaragna providing update on evaluation of lien claims; email to Liquidator regarding preparation of Notices of Determination;  | 1.00         |
| 01/14/2019  | SDC             | Review email from M. Rethore re claims process and responding email; email exchange with K. Mahar re claim process;  | 0.10         |
| 01/14/2019  | KEMM            | Emails regarding review of Notices of Determination; email exchange with S. De Caria regarding same; reviewing Notices of Determination; email s with M. Rethore and A. Gadia regarding Notices of Determination regarding misnomer; telephone call with M. Rethore regarding same; review notices of disallowance and partial allowance; emails with Liquidator regarding language for notice of determination; reviewing draft Notices of Disallowance and revising same;  | 1.80         |
| 01/15/2019  | PG              | Review draft language for notices of determination to the lien claimants;  | 0.30         |
| 01/15/2019  | SDC             | Review email from M. Rethore re: contract review; email response to M. Rethore; email exchange with K. Mahar;  | 0.10         |
| 01/15/2019  | KEMM            | Email exchange with R. Hauk regarding timing of notice of determination; email exchange with P. Guaragna regarding language for notices of determination relating to liens; prepare notices of determination for lien claims and circulate to Liquidator; draft notice of determination for Cole Engineering and circulate to Liquidator; receive sign off from Liquidator; emails regarding request from Marriott; drafting notices of determination for Altus, BA Consulting, Ferris, Jablonsky, and Terraprobe; circulate to Liquidator; email to G. Shapiro to | 2.60         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
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|             |                 | coordinate call; emails with M. Rethore regarding issuance on Notices of Determination; receive executed versions; receive and consider claim of Skygrid; email from M. Rethroe enclosing Notice of Objection from condominium broker;   |              |
| 01/16/2019  | PG              | Confer with K.Mahar regarding unsecured claim of Skygrid and whether it has any entitlement to the same; review language for the same; prepare memo to file regarding potential claims by unsecured creditors against the unpaid holdback amounts;   | 0.80         |
| 01/16/2019  | KEMM            | Emails with A. Gadia regarding Skygrid claim; revise Notice of Determination of Skygrid claim and circulate; email counsel for GFL enclosing Notice of Determination; email to counsel for MCW enclosing Notice of Determination; telephone call with P. Guaragna regarding unsecured portion of Skygrid claim; emails exchange with counsel for Roni Excavating enclosing Notice of Determination of Claim and obtaining details for issuance of payment; receive and review notice of objection of Phil Levine; and emails with Liquidator regarding same; receive and review statutory declarations in respect of deposit return procedure; | 2.10         |
| 01/17/2019  | KEMM            | Emails from M. Rethore enclosing further notices of determination of claims; review and call with M. Rethore in respect of same; emails with A. Slavens, A. MacFarlane and A. Gadia coordinating call to discuss status of deposit return procedure; provide further comments on Skygrid notice of disallowance; receive final notice of disallowance and email same to R. Hauk; emails and telephone call with R. Hauk regarding same; telephone call with A. Gadia; receive further draft notices of determination for review;   | 1.40         |
| 01/18/2019  | SDC             | Review email from Marriott; email exchanges with M. Rethore re: request and telephone call with M. Rethore; review Marriott Agreement and termination provisions; draft reporting email and analysis re: post termination obligations to K. Mahar;   | 0.70         |
| 01/18/2019  | KEMM            | Voicemail message from Roni Group; email with M. Rethore regarding same; email from S. De Caria  | 0.70         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
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|             |                 | regarding stakeholder request and analysis; email from R. Hauk confirming Skygrid will not file notice of objection; emails exchange with Liquidator regarding same; telephone call with A. Gadia regarding claims process review;  |              |
| 01/21/2019  | KEMM            | Email to J. Kulathungam regarding timing for response to letter; emails regarding conference call; email from P. Shea; emails with A. Gadia; email enclosing reduced Bond letters; join conference call with A. Slavens, A. Gadia and A. MacFarlane; telephone call with A. Gadia regarding Tarion and Guarantee Co update; email to P. Shea regarding finalizing Report and coordinating call to discuss report and letter from Akman's counsel; emails with commercial list office regarding availability for motion; emails with A. Gadia, A. Slavens and A. MacFarlane regarding same; email from C. Stanek; telephone call with A. Gadia regarding request made by C. Stanek; instructions to reserve time for Feb 21st; | 1.50         |
| 01/22/2019  | KEMM            | Email from P. Shea regarding availability; email exchange with M. Rethore regarding final word version of draft Sources and Uses Report;  | 0.20         |
| 01/23/2019  | KEMM            | Emails exchange with A. Basegmez regarding requested letter; email to A. Gadia; receive and review notice of determination and claim of Playnetwork;  | 0.50         |
| 01/24/2019  | KEMM            | Emails with counsel for GFL and Liquidator; email exchange with A. Basegmez regarding contents for letter; email and telephone call with a. Gadia regarding same;   | 0.30         |
| 01/25/2019  | KEMM            | Emails from M. Rethore regarding number of matters relating to claims process and determination of claims; instruction on commercial list form and reserving date; review and revise notice of determination for S. Glasgow and email to M. Rethore; email with M. Rethore regarding information needed for Bennett Jones Notice of Determination; review and sign off on Notices of Determination for I. Mobiliya and A. Salci; email from M. Rethore enclosing summary of BJ invoices and confirmation no retainer; email from Commercial List confirming motion scheduled;   | 0.90         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 01/28/2019  | SDC             | Email exchange with M. Rethore re: Liquidator's report;   | 0.10         |
| 01/28/2019  | KEMM            | Review of BJ proof of claim, summary of invoices and drafting notice of Determination for BJ claim; email to M. Rethore; telephone call to A. Gadia; email from A. Gadia;   | 0.50         |
| 01/29/2019  | KEMM            | Emails with A. Basegmez regarding letter; draft letter and circulate to Liquidator for review; telephone call with a. Gadia and M. Rethore regarding letter; revise and recirculate letter; receive final executed letter and circulate same to A. Basgmez; emails with A. Gadia regarding coordinating meeting with Applicants counsel; emails with A. Gadia regarding coordinating time to work through and finalize Sources and Uses Report; | 1.20         |
| 01/30/2019  | KEMM            | Email from M.. Rethore enclosing statutory declarations regarding deposit return process and review same; review email regarding bond reduction and timing of same;   | 0.20         |
| 01/31/2019  | LG              | Draft Independent Contractor Agreement for accounting services; email to K. Mahar;  | 0.50         |
| 01/31/2019  | KEMM            | Review of emails with A. Gasegmez and Liquidator regarding amount held by Liquidator; telephone call from and email from J. Kulathungam; email from J. Kulathungam regarding letter to Applicant shareholders and whether one will be provided to Respondent shareholder; email from L. Goodfellow enclosing revised independent contractor agreement;  | 0.30         |
| 02/01/2019  | KEMM            | Email exchange with A. gadia regarding emails from J. Kulathungam and coordinating meeting to address open matters on Tarn;   | 0.20         |
| 02/03/2019  | SDC             | Email exchange with K. Mahar re: claim process and disallowance summary;  | 0.10         |
| 02/03/2019  | KEMM            | Emails with S. De Caria regarding summary of disallowances and claims; email to A. Gadia regarding response to request for letter in respect of shareholder loans from Akman's counsel; draft response and circulate to A. Gadia; email to P. Shea regarding  | 1.40         |





| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
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|             |                 | availability to have call; email to A. Gadia; review of draft sources and uses report in preparation for meeting and in order to respond to J. Kulathungam letter; highlight relevant sections;  |              |
| 02/04/2019  | KEMM            | Emails with P. Shea; emails with A. Gadia; circulate highlighted draft Report to A. Gadia and M. Rethore in advance of meeting; meeting with A. Gadia and M. Rethore regarding responding to letter from J. Kulathungam, finalizing Sources and Uses Report and open items to be addressed; telephone call with P. Shear and Liquidator on letters from J. Kulathungam and draft Report; emails regarding response to letter; emails with M. Rethore regarding vehicles; revise email and recirculate draft; emails from M. Rethore regarding documents to be referenced in final report; email from M. Rethore enclosing notices of determination to review; telephone call with A. Gadia; email to J. Kulathungam; responding to January 31, 2019 email; revise letter to Applicant shareholders; email to A. Basegmez enclosing revised issued letter; email to J. Kulathungam regarding reissued letter; draft extensive letter responding to November 22, 2018 memo from J. Kulathungam; draft letter responding to Jan 9, 2019 letter from J. Kulathungam; circulate to Liquidator for review; consider revisions to Report; | 6.50         |
| 02/05/2019  | KEMM            | Telephone call with A. Gadia; review draft letters; email from M. Rethore enclosing SAMM's defendant claim naming Tarn Financial as Defendant; review same; email from A. Basegmez;  | 0.60         |
| 02/06/2019  | SDC             | Discuss lift stay motion and corporate name search with K. Mahar re: Samm Holding  | 0.20         |
| 02/06/2019  | KEMM            | Telephone call with R. Hauk regarding dismissal of lien claim; email from R. Hauk regarding proposed draft language for Order; email to A. Gadia; email from A. Gadia enclosing comments on draft responding letters to J. Kulathungam; email from M. Rethore regarding chart of claims for response letter; telephone call with A. Gadia regarding responding letter; revise response to Jan 9th letter and circulate to  | 2.40         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
|             |                 | Liquidator for sign off; revise letter responding to memo from J. Kulathungam; email revised draft to Liquidator for signoff; draft letter to Prudent Law regarding Western Ontario claim and lifting stay; emails and call with A. Gadia regarding sign off on letters; emails to J. Kulathungam enclosing letters; email to M. Leslie enclosing letter re: Western Ontario claim; forward to shareholders counsel; emails with J. Kulathungam and P. Shea;  |              |
| 02/07/2019  | KEMM            | Emails regarding payment to IBI; emails with K. Gibson and A. Gadia on outstanding issues; receive and review letter from J. Kulathungam; email and telephone call with A. Gadia regarding same; telephone call to J. Kulathungam regarding timing for response to letter;  | 0.40         |
| 02/08/2019  | KEMM            | Conference call with K. Gibson regarding IBI claim and other outstanding issues; emails to K. Gibson regarding statement of adjustment, employee claim;   | 0.40         |
| 02/11/2019  | SDC             | Discuss status of claims process with K. Mahar;   | 0.10         |
| 02/11/2019  | KEMM            | Emails with A. Gadia to coordinate call to discuss upcoming motion, court report, remaining notices of determination and remaining issues; conference call with A. Gadia and M. Rethore regarding same; review notice of allowance and back up documentation in respect of IBI claim and email to M. Rethore regarding same; email to and from A. Slavens and A. MacFarlane regarding coordinating call to discuss motion to allow termination of bonds and reserve to be established; email to M. Rethore enclosing independent contractor agreement for accountant preparing financial information for 2018; emails to and from P. Shea and C. Stanek regarding letter from J. Kulathungam requesting time to respond in respect of draft Report and information, and letter to Prudent Law; telephone call to J. Kulathungam regarding request for time; discuss status of claims process with S. De Caria and timetable for notice of objection motion; review of claims including review BJ claim and documentation filed with it; telephone call with A. Jeanrie regarding BJ proof of claim and additional | 7.10         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
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|             |                 | supporting documentation; email from A. Jeanrie enclosing documentation; forward to A. Gadia and review same; receive and review summary of Notices of Objection and email from M. Rethore providing each notice of objection; telephone call with J. Kulathungham; telephone call with P. Shea; review Milborne claim including contracts; research regarding Milborne claim; draft Notice of Determination in respect of BJ claim and circulate to Liquidator; review prior correspondence in respect of invoices from P. Thomson; email to A. Gadia; revise and finalize Notice of Determination for BJ; draft Notice of Determination for Milborne claim; circulate draft for discussion to Liquidator and emails regarding same; review objection of Dace Thom and provide advice on response to Liquidator; email instructing A. Stoica to prepare fee affidavit;   |              |
| 02/12/2019  | SDC             | Discuss motion instructions and draft Order with K. Mahar re: claim process;  | 0.10         |
| 02/12/2019  | KEMM            | Emails coordinating call on Bond reduction, reserve and invoices; telephone from and emails with J. Kulathungam coordinating call; discussion with S. De Caria regarding preparation of motion materials; conference call on bond reduction, reserve and invoices and request to move motion to address same; emails with respect to Chase International claim and review same; review later claims of MSC Canada; telephone call with J. Kulathungam;; telephone call with Liquidator regarding information in respect of Milborne claim; drafting notices of determination; emails regarding court availability end of Feb/beginning of March; receive and review updated Milborne Notice of Determination; telephone call with J. Kulathungam regarding supporting documentation for Report; telephone call with C. Stanek and email to C. Stanek regarding same; dealing with claims process and determination of claims; | 3.00         |
| 02/13/2019  | SDC             | Review Orders, and Liquidator's Reports; review recent motion record; email to K. Mahar re status of court reports;   | 0.20         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
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| 02/13/2019  | KEMM            | Email to J. Kulathungam regarding invoices that he advised he would send; email to P. Shea; email from J. Kulathungam regarding invoices of CMR; forward same to P. Shea and C. Stanek; emails with A. Gadia regarding review of CMR invoices; email exchange with P. Shea; telephone call with Liquidator regarding illustrative distribution scenario and documents received in respect of draft Report; drafting and revising notices of determination for Milborne, Chase; emails with Liquidator regarding same; receive and review letter from J. Kulathungam; receive and review statutory declaration in respect of deposit return procedure; emails with Liquidator regarding requests made by A. Basegmez; email to A. Basegmez responding to request and enclosing distribution summary and claims filed by Tarion and The Guaranty Company; email from S. De Caria regarding status of court approvals; revising draft Sources and Uses Report based on information received; telephone call to J. Kulathungam; email exchange with J. Kulathungam regarding typo and reissuing letter; | 4.80         |
| 02/14/2019  | SDC             | Review email from M. Rethore; email to J. Chau re: corporate searches; review corporate search result and email response to M. Rethore re: same;  | 0.20         |
| 02/14/2019  | JC              | Conduct preliminary NUANS and internet searches against Tarn Hospitality Incorporation; email to Ms. De Caria;  | 0.10         |
| 02/14/2019  | KEMM            | Receive revised letter from J. Kulathungam; coordinate booking March 14th motion date; emails with A. Gadia regarding information relating to vehicles for updating report; continue revising Sources and Uses Report; circulate draft to Liquidator for review; revising notes to Sources and Uses Report and circulate to Liquidator; telephone call with A. Gadia and M. Rethore regarding revisions to Report and Notes to Report; review proposed changes to initial contribution section of report; telephone call with P. Shea; review of emails among J. Kulathungam and P. Shea;   | 2.90         |
| 02/15/2019  | LG              | Emails from and to M. Rethore regarding contractor  | 0.20         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
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|             |                 | agreement;   |              |
| 02/15/2019  | KEMM            | Telephone call with A. Gadia regarding forensic group needing to do tie off on numbers in report before issuing as final and further changes to report; emails and telephone call with Liquidator regarding estimated corporate taxes and email to go to shareholders regarding same; email to shareholders counsel regarding amount of corporate taxes to be paid and timing of payment; email from M. Rethore enclosing revised report and notes; review further changes and circulate blacklines;   | 1.00         |
| 02/16/2019  | KEMM            | Review revised Report and Notice and provide final comments to Liquidator;   | 1.30         |
| 02/17/2019  | KEMM            | Emails with A. Gadia regarding comments on report and comments from forensic review;   | 0.20         |
| 02/18/2019  | KEMM            | Emails exchange with A. Gadia regarding timing of issuing Sources and Uses Report;   | 0.10         |
| 02/19/2019  | KEMM            | Emails with Commercial List regarding releasing Feb 21st date; receive final versions of Report and Notes to Schedules; do final review and provide minor comments; Emails and telephone call with A. Gadia regarding exhibits to Report and preparation of blacklines to draft Report circulated to shareholders in August, and issuing of report; emails from Liquidator to shareholders' counsel issuing Final Reprt email to counsel for shareholders enclosing mark ups from draft Report to Final Report; email from A. MacFarlane regarding invoices; | 1.60         |
| 02/20/2019  | SDC             | Review email from A. Habas re: claim process; discuss with K. Mahar; review letter from A. Habas; email response to A. Habas and K. Mahar re: claim process;   | 0.30         |
| 02/20/2019  | KEMM            | Emails with A. Slavens, A. MacFarlane and A. Gadia coordinating call regarding Bond issues; email and discussion with S. de Caria regarding coordinating call with Milborne's counsel in respect of the Liquidator's Determination of Claim; emails with Milborne's counsel; email exchange with J. Kulathungam regarding coordinating call;   | 0.40         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
| 02/21/2019  | KEMM            | Emails with J. Kulathungam to set time for call; conference call with A. Slavens, A. MacFarlane and Liquidator regarding reduction of bonds and bond motion; telephone call with A. Habas (counsel to Milborne regarding legal reational for partial denial of claim; telephone call with J. Kulathungam regarding Source and Uses Report; telephone call with A. Gadia to provide update; | 2.00         |
| 02/22/2019  | SDC             | Review letter from A. Habas re: Milborne Claim and Notice of Determination of Claim;   | 0.10         |
| 02/22/2019  | KEMM            | Email from Commercial List regarding new date for Bond motion; review emails to and from Tarion's counsel; letter from Milborne's counsel accepting position of Liquidator in respect of partial disallowance and forwarding same to Liquidator; email to Milbornes' counsel regarding additional documents to be prepared;  | 0.60         |
| 02/25/2019  | KEMM            | Receive letter fro C. Ross regarding invoices rendered by CMR Hospitality and review same; receive and review updated claims process summary; receive letter from J. Kulathungam, review same and forward to A. Gadia for review; forward letter to P. Shea and C. Stanek; emails with A. Gadia; email from P. Shea regarding availability for motion;                                     | 0.50         |
| 02/26/2019  | KEMM            | Email to P. Shea; letter from J. Kulathungam; email from A. Slavens enclosing correspondence in respect of bond reductions;  | 0.20         |
| 02/27/2019  | KEMM            | Email exchange with A. Slavens regarding coordinating call; receive and review statutory declaration regarding deposit return procedure; emails with A. Gadia;   | 0.20         |
| 03/01/2019  | KEMM            | Review of emails;  | 0.10         |
| 03/04/2019  | KEMM            | Telephone call with A. Gadia regarding call with Tarion; email from M. Rethore enclosing updated claims process summary and issues list;   | 0.20         |
| 03/07/2019  | KEMM            | Receive and review Tarion's draft cash collateral order; telephone call with A. Gadia regarding review of Richter and various issues; instructions regarding   | 0.50         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
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|             |                 | vacating March 14th court date and seeking new date;   |              |
| 03/08/2019  | KEMM            | Discussion with M. Rethore regarding claims process update; email exchange with J. Kulathungam regarding coordinating call to discuss requested claims process updates;  | 0.20         |
| 03/11/2019  | KEMM            | Emails coordinating call with J. Kulathungam; telephone call with A. Gadia regarding claims process update; telephone call with J. Kulathungam regarding claims process and chambers attendance; email from J. Kulathungam regarding March 21st chambers attendance; telephone call to P. Shea; telephone call with C. Stanek regarding summary of claims process and objections received;   | 1.50         |
| 03/12/2019  | KEMM            | Email exchange with P. Shea; receive and review draft summary of distributions, claims process and notices of objections; provide comments and coordinate call to discuss same; telephone call with M. Rethore; receive further draft of summary prepared by Liquidator; receive agreement to cooperate regarding broker claims; emails with M. Rethore; email to J. Kulathungam and C. Stanek enclosing of current status of claims process and amounts available for distribution; emails with P. Shea regarding amounts available for distribution;   | 1.70         |
| 03/13/2019  | KEMM            | Review of emails; receive and review statutory declaration re; deposit return procedure;   | 0.10         |
| 03/20/2019  | KEMM            | Telephone call to J. Kulathungam regarding summaries provided, interim distribution and proposed motion for advice and directions; Telephone call to C. Stanek regarding summaries provided, interim distribution and proposed motion for advice and directions; email to A. Gadia regarding same; telephone call with Liquidatore regarding proposed interim distribution and other issues; review waterslide change of ownership form and email to Liquidator regarding same; emails with J. Kulathungam; review letter from J. Kulathungam; email exchange with M. Rethore regarding statement of adjustments; email to J. Kulathungam enclosing statement of adjustment; telephone call with J. Kulathungam regarding letter | 2.50         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
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|             |                 | and court attendance; receive and review calculation for proposed interim distribution; emails regarding forwarding Levine disputed Proof of Claim to J. Kulathungam; telephone call with M. Rethore regarding preparing release agreements for Milborne deposit claims; receive same; consider timetable;   |              |
| 03/21/2019  | KEMM            | Emails with Commercial List; review emails among P. Shea and J. Kulathungam; prepare for and attend Chambers Attendance before Justice McEwen; email from M. Rethore enclosing 2017 financial statements and proposed note on claims process; consider same; email from A. Gadia;  | 1.60         |
| 03/22/2019  | KEMM            | Update call with A. Gadia; email from M. Rethore enclosing revised schedule for interim distribution; review and consider same;  | 0.60         |
| 03/26/2019  | KEMM            | Review of email regarding outstanding items;   | 0.10         |
| 03/27/2019  | KEMM            | Receive and review statutory declaration re: deposit return;   | 0.10         |
| 03/28/2019  | KEMM            | Meeting with A. Gadia regarding outstanding issues and pending motion on April 15, 2019  | 0.50         |
| 03/29/2019  | KEMM            | Email from M. Handler regarding removal from service list; instructions to A. Stoica regarding same; telephone call with A. Slavens regarding bond Order and amount to be held;  | 0.30         |
| 03/31/2019  | KEMM            | Review Tarion Order; email to shareholders counsel enclosing draft Order regarding cash collateral and bonds; email from P. Shea; review proposed interim distribution schedule and consider changes;  | 0.80         |
| 04/01/2019  | KEMM            | Email to M. Rethore regarding proposed changes to interim distribution scenarios; review and revise 2017 financial statements notes; circulate to Liquidator; telephone call with J. Kulathungam regarding Tarion's proposed order; email to and from Liquidator regarding bond costs; drafting Milborne release Agreement and letter terminating APS for Milborne claims; circulate to Liquidator; email from M. Rethore regarding shareholder account referenced in financial statements; emails with M. Rethore coordinating call ; | 4.70         |





| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
|             |                 | receive and review updated proposed interim distribution summary; receive and review completed documents in respect of 4 Milborne claims under APSs; conference call with A. Gadia and M. Rethore regarding shareholder loan account; interim distribution analysis and various issues; provide comments on proposed interim distribution analysis; emails from M. Rethore regarding same; email to shareholders circulating draft proposed distribution scenarios;  |              |
| 04/02/2019  | KEMM            | Email exchange with M. Nowina regarding expected distribution motion; emails with Liquidator;  | 0.20         |
| 04/03/2019  | KEMM            | Telephone call with A. Habas (Milborne counsel) regarding proposed interim distribution, release agreement and termination of APSs; finalize Milborne documents and email same to A. Habas for execution; update call with Liquidator; revise draft Order regarding cash collateral; emails with A. Slavens in respect of revised draft order and coordinating call;   | 2.00         |
| 04/04/2019  | KEMM            | Email exchange with A. Gadia regarding coordinating call to provide comments on cash collateral order as amended; letter from A. Habas; review proposed amendment to releases; email with A. Gadia; coordinate amendments to releases; email to A. Habas circulating amended releases for execution; telephone call with A. Gadia regarding draft cash collateral order; revise and circulate revised Order to A. Slavens; emails with A. Slavens regarding comments on Order; receive draft 7th Report; email enclosing Tarion's claim; review same; emails with M. Rethore regarding notices of objections submitted by brokers; emails regarding preparation of supplemental services list; receive email addresses from M. Rethore regarding same; | 2.00         |
| 04/05/2019  | SDC             | Discuss Claims Process with K. Mahar and instructions re: research; review Claims Process and research law on Claims Process and distribution requirements; reporting email to K. Mahar re: research;  | 1.50         |
| 04/05/2019  | KEMM            | Email from A. Slavens circulating revised order; review  | 0.70         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
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|             |                 | and email with A. Gadia regarding same; emails with J. Kulathungam regarding cost of maintaining bond; emails exchange with A. MacFarlane; emails with M. Rethore regarding late claimant's inquiry; discussion with S. De Caria regarding claims process under winding up under OBCA; review reporting email from S. De Caria regarding same; email to A. Gadia; |              |
| 04/06/2019  | KEMM            | Emails to A. Stoica regarding attachments to Report and supplemental service list;  | 0.10         |
| 04/07/2019  | KEMM            | High level review of draft Seventh Report; emails with A. Gadia regarding fee approval;   | 0.50         |
| 04/08/2019  | SDC             | Meeting with K. Mahar to discuss motion record and report; review fee affidavit; review correspondence and documents related to broker claims, disallowances and objections; conference call with M. Rethore; meetings with K. Mahar to discuss broker objections; draft report re: broker objections;  | 2.80         |
| 04/08/2019  | KEMM            | Emails and telephone call with J. K; emails with P. Shea; call with A. Gadia; instructions to S. De Caria; telephone calls and emails with S. De Caria and M. Rathore; drafting Sixth Report; drafting three Orders;  | 9.00         |
| 04/09/2019  | SDC             | Attend to all matters related to Liquidator's motion including drafting Notice of Motion, Seventh Report, Orders and revisions and comments to same; continued revisions and finalize; prepare for service; emails and conference call with Client and K. Mahar;  | 6.30         |
| 04/09/2019  | KEMM            | Attending to all matters to finalize Liquidator's motion including draft Orders (x3), draft Report; review and revise notice of motion; conference call with A. Gadia and S. De Caria;  | 4.50         |
| 04/10/2019  | KEMM            | Review and respond to email from J. Kulathungam; emails with M. Rethore; email from P. Shea enclosing Motion Record and review same; telephone call with A. Gadia regarding motions; receive and review statutory declaration regarding deposit return;   | 0.60         |
| 04/11/2019  | KEMM            | Review of emails from Liquidator; telephone call from and to S. Shan regarding broker motion;   | 0.30         |
| 04/12/2019  | KEMM            | Email exchange with M. Rethore regarding contacting   | 0.20         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
|             |                 | each objecting broker; telephone call from and to counsel to objecting broker  |              |
| 04/14/2019  | SDC             | Review email from K. Mahar re: case law; review memorandum of law and research case law; reporting email to K. Mahar and instructions re: court attendance;  | 0.30         |
| 04/14/2019  | KEMM            | Email to S. De Caria regarding research; prepare for motion; emails with A. Gadia regarding whether motion for advice and direction will have to be adjourned if brokers attend having just retained counsel; review case;   | 1.70         |
| 04/15/2019  | KEMM            | Preparing for motion; email to p. Shea; emails with A. Gadia; prepare second version of order removing advice and directions; meet Liquidator and attend motion; review of emails regarding payments under order; emails regarding remaining notices of objection; instructions to circulate orders to service list and update service list; telephone call from and to broker;  | 4.00         |
| 04/16/2019  | KEMM            | Emails with M. Rethore regarding cover letter in respect of distribution; prepare and circulate same;  | 0.40         |
| 04/17/2019  | KEMM            | Emails exchange with J. Kulathungam regarding Liquidator updating proposed interim distribution scenarios; discussion with Liquidator regarding same; email from M. Rethore enclosing revised waterfall and proposed 85% distribution; email exchange with M. Rethore regarding BJ accounts;   | 0.50         |
| 04/18/2019  | KEMM            | Email exchange with J. Kulathungam regarding reduction of Tarion holdback once cash collateral paid; email exchange with A. Gadia and M. Rethore regarding updated waterfall; email regarding timing for cancelling bond;  | 0.30         |
| 04/22/2019  | KEMM            | Emails with A. Gadia; conference call with A. Gadia and M. Rethore regarding distribution scenarios and BJ invoices and outstanding issues to be resolved; receive updated scenarios for distributions; email from M. Rethore enclosing summary of BJ invoices to be paid; email to Milborne regarding distribution; review documents executed in respect of IBI contract at sale closing; email to IBI and Sunray regarding same; | 2.60         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
|             |                 | telephone call with counsel for IBI; email from counsel for IBI; review emails regarding transition services agreement and payment of final invoices; email from IBI confirming that IBI was paid and distributions should go to Purchaser; email to shareholders provided updated summary of proposed distributions; email to A. Jeanrie regarding BJ fees and position of liquidator;   |              |
| 04/23/2019  | KEMM            | Emails with M. Rathore regarding call with C. Basden regarding trial of issue; receive motion record of applicants and review same; email from M. Rethore enclosing letters from CRA and proposed responses; emails regarding payments under TSA;; email regarding amount of distribution; telephone call to C. Stanek regarding distribution to unsecured creditors and amount of same;  | 0.50         |
| 04/24/2019  | KEMM            | Emails regarding distribution to unsecured creditors; receive correspondence regarding Tarion Bonds; emails regarding invoices of GCNA and review of claim;   | 0.40         |
| 04/25/2019  | KEMM            | Email from A. Habas enclosing executed Milborne releases; emails with M. Rethore regarding distribution; email to A. Habas regarding same; telephone call with forensic team; email from M. Rethore regarding LP account; receive brief of Applicants regarding distribution motion;  | 0.70         |
| 04/26/2019  | KEMM            | Receive and review late claim filed by SAMM; letter from J. Kulathungam regarding privileged documents and request for protocol; Receive responding motion record of SAMM; email from M. Rethore regarding request from Services Canada; emails with J. Kulathungam; email late claim to P. Shea and Liquidator; emails to Liquidator; email to J. Kulathungam regarding Liquidator not reviewing electronic data that may have contained solicitor client materials; email to C. Basden enclosing Feb 25th letter; | 1.00         |
| 04/27/2019  | KEMM            | Review responding motion record; emails with A. Gadia and M. Rethore regarding preparing response to Feb 25th letter; email from M. Rethore enclosing   | 2.10         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
|             |                 | draft response;  |              |
| 04/29/2019  | KEMM            | Emails with shareholders' counsel regarding interrogatories and further evidence and coordinating call; receive further draft of letter from M. Rethore; email from P. Shea enclosing document contained excerpts of Akman Affidavit; emails with M. Rethore on various outstanding issues; receive brief of SAMM for motion; conference call with shareholders' counsel regarding pre-trial timeline; review Sources and Uses Report in advance of motion; prepare for motion;  | 4.10         |
| 04/30/2019  | KEMM            | Receive and review affidavit of K. Ples; prepare for and attend motion; discussions with Liquidator regarding rerunning numbers with revised claim amount for SAMM; email from BJ regarding invoices; emails and telephone call with M. Rethore regarding response to Feb 25 interrogatories; emails with shareholders counsel; review further draft of response to interrogatories; emails with P. Shea regarding SAMM requesting distribution; telephone call with J. Kulathungam regarding questions not matching report; email to him regarding specifics; further emails regarding to response to interrogatories and appendices; | 7.40         |
| 05/01/2019  | KEMM            | Finalizing response to February 25th letter; email to J. Kulathungam enclosing Liquidator's response; attend chambers attendance before Justice McEwen; email to shareholders' counsel regarding distributions and request for directions in respect of payment of same;   | 2.20         |
| 05/03/2019  | KEMM            | Review and provide sign off on draft Order; emails with shareholders' counsel and Liquidator on timing of wiring distribution and redemption of GIC requested and waiting on sign off from Akman's lawyer; email to shareholders confirming Liquidator is in funds;  | 0.30         |
| 05/06/2019  | KEMM            | Attend to emails relating to consent order and distribution to be made;  | 0.40         |
| 05/07/2019  | KEMM            | Emails with M. Rethore on various issues including distribiotn; BJ invoices, Marriott notice; cost of copying server and summary of outstanding issues;  | 0.30         |
| 05/08/2019  | KEMM            | Instructions regarding service of Endorsement; emails  | 0.30         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
|             |                 | with M. Rethore regarding responding to information request from A. Basegmez;; email exchange iwht J. Kulathungam;  |              |
| 05/09/2019  | KEMM            | Emails with shareholders' counsel;  | 0.10         |
| 05/14/2019  | KEMM            | Receive issued order; emails regarding distribution to shareholders; email from M. Rethore regarding follow up on disputed P. Levine claim; email to Akman's counsel regarding same;                                      | 0.20         |
| 05/15/2019  | KEMM            | Telephone call from J. Kulathungam and email exchange with him regarding request for all documents reviewed by Liquidator and coordinating call; emails with Liquidator regarding same;                                   | 0.30         |
| 05/21/2019  | AS              | Review Tarn Minute Book and send Register Transfer to Marcel Rhetore.   | 0.10         |
| 05/21/2019  | KEMM            | Attend to matters relating to disclosure request from Akman's counsel and emails and telephone call with him regarding same; emails with P. Shea; further emails with shareholders counsel and Liquidator regarding same; | 0.50         |
| 05/24/2019  | KEMM            | Review and respond to emails with M. Rethore; telephone call to J. Kulathungam  | 0.20         |
| 05/27/2019  | KEMM            | Review and respond to emails with M. Rethore; telephone call to J. Kulathungam regarding method of distribution of requested documents and emails for same;   | 0.10         |
| 05/28/2019  | KEMM            | Telephone message from J. Kulathungam; telephone call with Liquidator regarding letters to CRA; telephone call with J. Rethore; email exchange with M. Rethore;   | 0.50         |
| 05/29/2019  | EP              | Research Priority Between HST Claim and Receiver's Charge;  | 1.40         |
| 05/29/2019  | KEMM            | Review and respond to emails regarding distribution of data reviewed by Liquidator in preparation of Report;  | 0.10         |
| 05/30/2019  | EP              | Research Priority Between HST Claim and Receiver's Charge;  | 4.80         |
| 05/31/2019  | KEMM            | Review and respond to emails with shareholders' counsel in respect of timetable and timing of statement   | 0.70         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
|             |                 | of issues and expectation between the parties;  |              |
| 06/01/2019  | KEMM            | Receive and review statement of issues from Akman's counsel; and response from P. Shea;   | 0.30         |
| 06/03/2019  | KEMM            | Email with shareholders' counsel regarding whether timetable has been advanced; emails from M. Rethore enclosing distribution update for Court; emails regarding proposed timetable; attend case conference in front of Justice McEwen; negotiate timetable in respect of trial of issues; circulate endorsement of Justice McEwen; review and respond to emails on various issues with Liquidator; | 3.70         |
| 06/04/2019  | EP              | Research Priority Between HST Claim and Receiver's Charge;  | 4.70         |
| 06/04/2019  | KEMM            | Receive and review updated distribution analysis;   | 0.10         |
| 06/05/2019  | KEMM            | Conference call with M. Rethore and Forensics regarding timetable and type of report prepared and review by PWC;  | 0.50         |
| 06/07/2019  | KEMM            | Review of emails from M. Rethore; letter from Akman's counsel enclosing list of documents and statement of issues; email from P. Shea; email to Liquidator;   | 0.30         |
| 06/09/2019  | KEMM            | Review and revise letter to A Basegmez regarding car payments; circulate to M. Rethore; respond to M. rethore regarding Unit 3111E; review statement of issues;   | 1.20         |
| 06/10/2019  | KEMM            | Review of email from M. Rethore regarding communication with unit 3111 E purchaser;   | 0.10         |
| 06/14/2019  | KEMM            | Review memo regarding priority of Receiver's charge; receive response to Akman statement of issues and circulate same;  | 0.40         |
| 06/17/2019  | KEMM            | Receive response to statement of issues; review emails regarding same;  | 0.10         |
| 06/18/2019  | KEMM            | Review response to statement of issues; review of email from M. Rethore;  | 0.90         |
| 06/21/2019  | KEMM            | Receive and review letter for production;   | 0.10         |
| 06/26/2019  | KEMM            | Review and respond to emails with M. Rethore;   | 0.10         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 06/27/2019  | KEMM            | Review and provide comments regarding requested letter for A. Basegmez regarding distribution; receive issued letter;   | 0.20         |
| 06/28/2019  | KEMM            | Review of emails;   | 0.10         |
| 07/09/2019  | KEMM            | Review and respond to emails; review poer of attorney and amended release agreement for 3111E and sign off on same;   | 0.20         |
| 07/11/2019  | KEMM            | Letter from Akman's counsel; email to Liquidator emails from P. Shea; telephone message from and email from J. Kulathungam regarding PWC request for further documents;   | 0.40         |
| 07/12/2019  | KEMM            | Emails with shareholders counsel regarding extending timeiline; new document requests to be received by PWC; email to Liquidator team to find out timing for amended timetable; prepare for and attend case conference; discussions with counsel; update from P.. Shea; letter from J. Kulanthugam regarding further documents being requested; email update to Liquidator; | 1.70         |
| 07/15/2019  | KEMM            | Review email from J. Kulathungam;   | 0.10         |
| 07/17/2019  | KEMM            | Letter from Akman's counsel; follow up with Liquidator on timing; email to Akman's counsel  | 0.20         |
| 07/18/2019  | KEMM            | Email to Liquidator; email from Liquidator providing draft response to letter;  | 0.20         |
| 07/19/2019  | KEMM            | Emails with Liquidator regarding responding to information request; receive letter from Akman's counsel and Management Fee Report; email to shareholders counsel regarding update on timing or response to inforamtion request;   | 0.30         |
| 07/22/2019  | KEMM            | Reviewing and revising response; emails and telephone call with M. Rethore regarding same; issues response letter regarding additional documents;   | 1.20         |
| 07/23/2019  | KEMM            | Emails and conference call with Liquidator regarding July 22nd letter and review of documents; emails with M. Rethore regarding documents for deposit return;   | 0.40         |
| 07/26/2019  | KEMM            | Receive letter from Akman's counsel enclosing Report on Development Managemrnt fees;  | 0.10         |





| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
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| 07/29/2019  | KEMM            | Emails to Liquidator providing expert reports received from Akman's counsel;   | 0.10         |
| 08/01/2019  | KEMM            | Letter from Akman's counsel regarding disclosure and additional questions in respect of Report; emails with Liquidator regarding same and coordinating call  | 0.10         |
| 08/02/2019  | KEMM            | Conference call with Liquidator on sources and Uses Report and Letter from Akman's counsel; email from M. Rethore; email to Akman's counsel regarding timing of response;  | 0.90         |
| 08/06/2019  | KEMM            | Review of emails from Liquidator; telephone call with J. Kulathungam;  | 0.80         |
| 08/07/2019  | KEMM            | Emails and telephone call with J. Kulathungam; review draft response to letter; review Report; telephone call with Liquidator regarding same; emails from Liquidator enclosing blackline Exhibit K and changes to response; email from M. Rethore regarding review of 2017 accounts by bucket; | 2.10         |
| 08/08/2019  | KEMM            | Email from Liquidator with additional language for draft letter; revise same;  | 0.20         |
| 08/09/2019  | KEMM            | Emails with J. Kulathungam;  | 0.10         |
| 08/13/2019  | KEMM            | Receive letter from counsel to Akman; email to counsel for Akman and from P. Shea;   | 0.10         |
| 08/16/2019  | KEMM            | Letter from and email to Akman's counsel; emails with Liquidator regarding pulling response together and consider type of access to document room;   | 0.20         |
| 08/19/2019  | KEMM            | Review of deposit return documents;  | 0.10         |
| 08/20/2019  | KEMM            | Amend deposit return documents; circulate to M. Rethore; discussions with A. Stoca regarding review of dockets for 2017 into categories; conference call with A. Stoica and M. Rethore regarding same;   | 0.50         |
| 08/22/2019  | AS              | Meeting with K. Mahar re allocated accounts for 2017; conference call with M. Rhetore and K. Mahar; discussions regarding allocating dockets; review dockets for 2017 for MT and KPMG and MT orders brief.   | 4.00         |
| 08/23/2019  | AS              | Continued review of dockets for allocating fees,   | 2.50         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
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|             |                 | preparing draft invoices outlining same.   |              |
| 08/23/2019  | KEMM            | Letter from Akmans counsel; emails with Liquidator; prepare responding letter to August 1st letter; circulate to Liquidator with NTDs; telephone call with J. Kulathungam;   | 2.50         |
| 08/26/2019  | KEMM            | Emails regarding coordinating PWC attendance to review box room with KPMG; prepare for chamber attendance; discussions with counsel at Court and determine attendance not necessary; emails with Liquidator regarding final information for responding letter; | 2.50         |
| 08/28/2019  | KEMM            | Conference call with Liquidator; receive revised letter from Liquidator; review and finalize letter and issue to J. Kulathungam; review allocation of time; email to M. Rethore; emails regarding outstanding issues;  | 1.60         |
| 08/29/2019  | KEMM            | Review of correspondence and emails from J. Kulanthugham; emails with Liquidator; email to Liquidator regarding preparation of revised distribution analysis without Akman's security position being claims;   | 0.30         |
| 08/30/2019  | AS              | Put together revised letter package to counsel for Akman and email same.   | 0.10         |
| 08/30/2019  | KEMM            | Instructions to A Stoica; review letter from Akman's counsel; emails with Liquidator;  | 0.10         |
| 09/04/2019  | KEMM            | Emails re: disputed claim; call regarding remaining items and next steps with Liquidator; telephone call to J. Kulathungam regarding position on disputed claims and PWC review and potential request to banks;  | 1.10         |
| 09/08/2019  | KEMM            | Send and review emails to shareholders counsel and Liquidator;   | 0.20         |
| 09/10/2019  | KEMM            | Email exchange with M. Nowina; telephone call with J. Kulathungam; email to P. Shea;   | 0.30         |
| 09/12/2019  | KEMM            | Review and respond to emails with Liquidator;  | 0.10         |
| 09/13/2019  | KEMM            | Emails with Liquidator; email to J. Kulathungam to coordinate call to discuss position on disputed claims; receive revised distribution analysis; receive further versions; conference call with Liquidator regarding  | 0.80         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
|             |                 | analysis and reserves from distributions;  |              |
| 09/15/2019  | KEMM            | Email to and from Liquidator;  | 0.10         |
| 09/16/2019  | KEMM            | Emails regarding interim distribution analysis and timing of same;   | 0.10         |
| 09/17/2019  | AS              | Revise September allocated account to include disbursements.   | 0.40         |
| 09/17/2019  | KEMM            | Review draft letter to Sunray; provide comments; email with Liquidator; emails with Liquidator and call with Liquidator on Interim Distribution Analysis; receive revised presentation; telephone call to K. Gibson; email to P. Shea regarding additional interim distribution available; review further drafts and finalize distribution summary and circulate same to shareholders; | 1.30         |
| 09/18/2019  | KEMM            | Review and respond to emails with Liquidator;  | 0.10         |
| 09/30/2019  | AS              | Allocation of dockets for October - December 2017.   | 2.00         |
| 09/30/2019  | KEMM            | Instructions to A. Stocia regarding allocation of dockets;   | 0.10         |
| 10/01/2019  | KEMM            | Email from and to J. Kulathungam regarding coordinating PWC and KPMG attendance at hotel   | 0.10         |
| 10/03/2019  | KEMM            | Report in respect of Cash Collateral Order reporting from A. Slavens;  | 0.10         |
| 10/17/2019  | KEMM            | Emails with J. Kulathungam and M. Rethore regarding coordinating attendance at hotel to have PWC review documents in storage room;   | 0.10         |
| 10/22/2019  | KEMM            | Follow up with J. Kulathungam regarding confirmation PWC is attending at Hotel; emails with M. Rethore;  | 0.10         |
| 10/23/2019  | KEMM            | Email from and to J. Kulathungam regarding attendance of PWC at Hotel;   | 0.10         |
| 10/24/2019  | KEMM            | Email exchange with J. Kulathungam regarding what documents if any they are looking for from Banks and coordinating call to discuss same; emails with Liquidator on allocation of fees for tax purposes; emails regarding review being undertaken by PWC at Hotel and protocol for removal of documents;   | 0.40         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 10/25/2019  | AS              | Finalize allocated accounts for october 2017.   | 0.30         |
| 10/25/2019  | KEMM            | Receive final allocated accounts for 2017 for review;   | 0.10         |
| 10/29/2019  | KEMM            | Emails exchange with J. Kulathungam and M. Rethore regarding documents from hotel and timing of receipt of scanned copies;  | 0.10         |
| 11/05/2019  | KEMM            | Review and respond to emails;   | 0.10         |
| 11/06/2019  | KEMM            | Review and respond to emails from shareholders counsel; email from M. Rethore advising PWC is not waiting on documentation but now wants access to accounting software;   | 0.20         |
| 11/08/2019  | KEMM            | Email exchange with J. Kulathungam; email from P. Shea  | 0.10         |
| 11/13/2019  | KEMM            | Email from and to J. Kulathungam coordinating call; email from P. Shea  | 0.10         |
| 11/14/2019  | KEMM            | Review and respond to emails with shareholders counsel; emails from M. Rethore regarding issues to discuss;   | 0.10         |
| 11/15/2019  | KEMM            | Emails to M. Rethore;   | 0.10         |
| 11/17/2019  | KEMM            | Email to Liquidator enclosing 2017 account allocated for tax purposes;  | 0.10         |
| 11/18/2019  | KEMM            | Review documents on various issues and attend status call with Liquidator team;   | 1.00         |
| 11/19/2019  | KEMM            | Telephone message from and to J. Kulathungam; email updated proposed interim distribution to J. Kulathungam; forward email to P. Shea and C. Stanek; email exchange with P. Shea; email from M. Rethore regarding Precise Park contract and potential late claim;   | 0.30         |
| 11/24/2019  | KEMM            | Email from and to M. Rethore regarding replacement power of attorney for purchaser; email to S. De Caria regarding same   | 0.10         |
| 11/25/2019  | SDC             | Review emails from client re: POA inquiry and deposit return procedure; review email from K. Mahar and responding email; email to L. Filgiano re: POA issue; phone call with L. Filgiano to discuss POA issue and requirements; reporting email to K. Mahar re: POA | 0.60         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
|             |                 | issue;   |              |
| 11/25/2019  | LF              | Engage in review of file re: power of attorney for Malika Momin and Arif Momin; telephone conversation with Stephanie De Caria re: issues with validity of power of attorney and next steps;   | 0.40         |
| 11/25/2019  | KEMM            | Email from S. De Caria on power of attorney;   | 0.10         |
| 11/26/2019  | KEMM            | Emails with M. Rethore;  | 0.10         |
| 11/27/2019  | KEMM            | Emails with Liquidator; telephone call to J. Kulathungam regarding PWC apparent request for access to AccPac; telephone call with Liquidator; email from J. Kulathungam regarding reason PWC wants access to AccPac; emails with Liquidator to inquire as to cost and ability to close system;                   | 0.70         |
| 11/28/2019  | KEMM            | Email exchange with J. Kulathungam requesting call to discuss 4.9 of Report;   | 0.10         |
| 11/29/2019  | KEMM            | Conference call with J. Kulathungam and M. Rethore regarding \$900,000 claim made by other side and need for AccPac if claim proceeds; emails with Liquidator; call with Precise Park to understand claim being put forward and possible options;  | 1.10         |
| 12/03/2019  | KEMM            | Email from P. Shea requesting response from J. Kulathungam; emails with M. Rethore regarding whether AccPac copy is possible and way to accommodate request of PWC if J. Kulathungam determines work necessary ; conference call with K. Gibson and M. Rethore regarding Precise Park contract and claim; emails | 0.40         |
| 12/04/2019  | KEMM            | Emails with J. Kulathungam and M. Rethore regarding request by J. Kulathungam to reschedule call; emails with M. Rethore regarding Disputed Claim and regarding Precise Park ;   | 0.20         |
| 12/09/2019  | KEMM            | Emails rescheduling call with J. Kulathungam;  | 0.10         |
| 12/10/2019  | KEMM            | Review request by J. Kulathungam and response in respect to AccPac from forensic team; telephone call with M. Rethore in preparation for call and to obtain update on number of matters; telephone call with J. Kulathungam and M. Rethore regarding PWC potential request for access to live AccPac system and  | 1.40         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b>      |
|-------------|-----------------|---|-------------------|
|             |                 | proposed interim distribution; emails regarding Precise Park Link; email from M. Rethore providing information in response to questions posed by J. Kulathungam in respect of distributions and reserves; telephoen call with M. Pilon regarding disputed claim and potential for settlement;   |                   |
| 12/11/2019  | KEMM            | Emails with M. Rethore regarding discussions with Sunray and Precise Park Link in attempt to eliminate late claim; email from M. Pilon providing settlement offer;  | 0.20              |
| 12/12/2019  | KEMM            | Numerous emails between and among P. Shea J. Kulathungam regarding interim distribution, information requests and booking of chambers attendance and; review of interim distribution and reserve information; email and telephone call with M. Rethore regarding same; revise and finalize email to J. Kulathungam regarding summary of SAMM's related party claims, reserves and proposed interim distribution; email to J. Kulathungam and P. Shea regarding same; receive and review letter from J. Kulathungam; receive commercial request form; telephone call with Precise Park and M. Rethore; | 1.50              |
| 12/13/2019  | KEMM            | Review of emails;   | 0.10              |
| 12/19/2019  | KEMM            | Review of letter and emails between J. Kulathungam and P. Shea regarding unidentified withdrawals and deposits and positions asserted in respect of same;   | 0.10              |
| 12/20/2019  | KEMM            | Review of emails between P. Shea and J. Kulathungam regarding \$900,000 amount under Report and review by PWC;  | 0.10              |
| 12/28/2019  | KEMM            | Email to and from Claimant with disputed claim; email to Liquidator regarding same;   | 0.10              |
|             |                 | <b>Total Hours</b>  | <b>204.50</b>     |
|             |                 | <b>Our Fee:</b>   | <b>132,500.50</b> |



| <b>TK ID</b> | <b>Initials</b> | <b>Name</b>   | <b>Title</b>         | <b>Rate</b> | <b>Hours</b> | <b>Amount</b> |
|--------------|-----------------|---------------|----------------------|-------------|--------------|---------------|
| 00990        | KEMM            | K. Mahar      | Partner              | \$730.00    | 163.90       | \$119,647.00  |
| 00884        | LG              | L. Goodfellow | Partner              | \$675.00    | 0.70         | \$472.50      |
| 00968        | LF              | L. Filgiano   | Partner              | \$525.00    | 0.40         | \$210.00      |
| 01163        | PG              | P. Guaragna   | Partner              | \$400.00    | 5.10         | \$2,040.00    |
| 00994        | SDC             | S. De Caria   | Associate            | \$350.00    | 14.00        | \$4,900.00    |
| 01179        | EP              | E. Popov      | Associate            | \$305.00    | 10.90        | \$3,324.50    |
| 01510        | JC              | J. Chau       | Paraprofession<br>al | \$265.00    | 0.10         | \$26.50       |
| 02706        | AS              | A. Stoica     | Paraprofession<br>al | \$200.00    | 9.40         | \$1,880.00    |

**Taxable Disbursements**

|                             |               |          |
|-----------------------------|---------------|----------|
| Taxi                        | 320.00        |          |
| Process Server Fees         | 120.00        |          |
| Total Taxable Disbursements | <u>440.00</u> | \$440.00 |

**Total Fees and Disbursements** **\$132,940.50**

**Ontario HST 13% (R119440766)**

|                  |  |             |
|------------------|--|-------------|
| On Fees          |  | \$17,225.07 |
| On Disbursements |  | \$57.20     |

**Total Amount Due** **\$150,222.77**

E.&O.E.



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## Account Summary and Remittance Form

**March 31, 2020**

Invoice Number 3470884

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                           |
|-------------------------------------|---------------------------|
| <b>Fees:</b>                        | <b>\$41,175.00</b>        |
| <b>Ontario HST 13% (R119440766)</b> | <b>\$5,352.75</b>         |
| <b>Total Amount Due</b>             | <b><u>\$46,527.75</u></b> |





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**March 31, 2020**

Invoice Number 3470884

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
| 01/02/2020  | KEMM            | Emails with client regarding conference call to discuss court attendance and outstanding items; emails regarding topics to be discussed;   | 0.20         |
| 01/06/2020  | KEMM            | Review of emails; conference call with A. Gadia and M. Rethore; email to counsel for shareholders regarding timetable and court attendance; email to client; email from J. Kulathungam regarding chambers attendance; consider unknown payment table; email from M. Rethore regarding email to objecting claimant; | 1.00         |
| 01/07/2020  | KEMM            | Prepare for and attend chambers attendance before Justice McEwen; receive endorsement; email and telephone call with A. Gadia regarding chambers attendance; forward letter re unknown payments and PWC report to A. Gadia;  | 1.70         |
| 01/10/2020  | KEMM            | Email from J. Kulathungam regarding whether inventory taken and laptops; emails with M. Rethore regarding same;  | 0.20         |
| 01/14/2020  | KEMM            | Emails with M. Rethore regarding computers received by Liquidator and confirming no phones; email to J. Kulathungam providing information requested;   | 0.30         |
| 01/15/2020  | KEMM            | Emails with J. Kulathungam and M. Rethore  | 0.20         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
|             |                 | answering follow up questions from J. Kulanthungam;   |              |
| 01/16/2020  | KEMM            | Emails with M. Rethore regarding response to J. Kulanthungam question;  | 0.10         |
| 01/19/2020  | KEMM            | Emails with M. Rethore regarding make of laptops; email to J. Kulathungam providing details on computers received by Liquidator; emails with M. Rethore regarding claimant coming back and disputing claim determination again;   | 0.20         |
| 01/20/2020  | KEMM            | Telephone call from objecting claimant;   | 0.10         |
| 01/21/2020  | KEMM            | Email from M. Rethore enclosing re-disputing claimants claims package; letter from J. Kulathungam enclosing PWC Report; email to Liquidator enclosing same and coordinating call to discuss; commence review of PWC Report;   | 1.00         |
| 01/22/2020  | KEMM            | Emails with clients regardign review of PWC Report; emails with M. Rethore regarding discussions with CRA regarding NRT account;  | 0.30         |
| 01/23/2020  | KEMM            | Review of emails;   | 0.10         |
| 01/24/2020  | KEMM            | Email exchange with P. Shea; emails with client to coordinate call on PWC Report and whether any Reply Report is necessary; brief call with A. Gadia; review of emails between shareholders' counsel; reviewing PWC Report;   | 0.80         |
| 01/27/2020  | KEMM            | Conference call to with clients regarding PWC Report; emails to Clients enclosing other reports filed by Respondents; email from M. Rethore confirming interest calculation in section 3.2 of PWC Report;   | 0.60         |
| 01/28/2020  | KEMM            | Telephone call from objecting creditor regarding offer to settle; email to shareholders' counsel confirming KPMG will not file reply report; email from J. Kulanthungam; regarding chambers attendance; emails regarding filing compendium of interrogatories; emails regarding timing for trial; | 0.50         |
| 01/29/2020  | KEMM            | Prepare for and attend chambers attendance; emails with A. Gadia; email from M. Rethore; circulate endorsement of Justice McEwen;   | 1.30         |
| 02/13/2020  | KEMM            | Correspondence from J. Kulanthungam; email from M.  | 0.10         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
|             |                 | Rethore regarding deposit;  |              |
| 02/16/2020  | KEMM            | Emails to client;   | 0.10         |
| 02/18/2020  | KEMM            | Emails with Liquidator regarding proposed settlement of disputed claim; review claim and confirm views in respect of same;  | 0.30         |
| 02/24/2020  | KEMM            | Emails with Liquidator on outstanding issues and accepting settlement;  | 0.20         |
| 02/25/2020  | KEMM            | Review of correspondence between shareholders' counsel; email exchange with M. Rethore regarding coordinating call to review outstanding issues and discuss upcoming motion and drafting of Report;   | 0.30         |
| 02/26/2020  | SDC             | Meeting with K Mahar to discuss outstanding matters and motion; review correspondence from client re: Claims Procedure and claimant matter; review correspondence from claimant, proof of claim, notice of determination of claim and claims procedure order; draft correspondence to claimant; email to M. Rethore re: draft correspondence;   | 1.50         |
| 02/26/2020  | KEMM            | Meeting with S. DeCaria to discuss outstanding matters and upcoming motion; emails coordinating call for Feb 27th;  | 0.50         |
| 02/27/2020  | SDC             | Prepare for conference call with K Mahar and clients; conference call with K Mahar and clients; email exchanges re: letter to claimant; review comments and Orders; draft correspondence to claimant and finalize correspondence re: claims procedure; meeting with K Mahar re: distribution matters, calls to counsel re: claims, etc; various email exchanges re distribution motion matters;   | 4.30         |
| 02/27/2020  | KEMM            | Prepare for and attend conference call with clients and S. De Caria; emails to S. De Caria regarding information to prepare first draft of materials; review correspondence to claimant and finalize correspondence re: claims procedure; meeting with S. De Caria re: distribution matters, various email exchanges re distribution motion matters; telephone call with objecting creditor and negotiate settlement of claim; email from objecting creditor confirming | 2.10         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
|             |                 | settlement amount; emails and telephone call with M. Rethore regarding preparing second distribution analysis to show Respondents' proposed distribution;  |              |
| 02/28/2020  | SDC             | Continue attending to matters re: Claims Process and Distribution Process including review of Late Claims and settled Claims, Notices of Determination and comments to same; emails and telephone calls with M. Rethore re: claims process; continue review of Orders and draft Court Report re: Distribution; | 4.70         |
| 02/28/2020  | AS              | Discussion with K. Mahar re allocation of our accounts for 2018. Review bills and prepare form of allocation.  | 0.50         |
| 02/28/2020  | KEMM            | Attend to matters relating to finalization of claims matters; discussion with A. Stoica regarding review of 2018 accounts to allocate time for income tax deduction purposes;  | 0.70         |
| 03/01/2020  | SDC             | Review revised waterfall analysis and email from client re: distribution; review list of outstanding matters; review emails re notices; email to K Mahar re: list of outstanding review matters; review email from client re report; attend to report matters;   | 0.70         |
| 03/01/2020  | KEMM            | Email from S. De Caria enclosing list of outstanding items to review and consider same;  | 0.20         |
| 03/02/2020  | SDC             | Continue attending to all matters re distribution motion and eighth report including calls with client, review client documents and drafts; continue drafting eighth report;   | 4.10         |
| 03/02/2020  | AS              | Prep invoices for allocation of accounts.  | 0.50         |
| 03/02/2020  | KEMM            | Emails regarding drafting motion materials; meeting with S. De Caria regarding basis for two distribution theories being presented by shareholders; email from S. De Caria enclosing draft Report;   | 0.60         |
| 03/02/2020  | KEMM            | Telephone call with J. Kulanthungam;   | 0.20         |
| 03/03/2020  | AS              | Continued review of invoices and allocating accounts; review of orders and timeline of proceedings.  | 2.00         |
| 03/04/2020  | AS              | Continued review of invoices from 2018 re allocating accounts.   | 3.00         |
| 03/04/2020  | KEMM            | Email from M.Rethore enclosing further draft of Report; review and revise three notices of   | 1.00         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
|             |                 | determinations; review distribution models and email to client to coordinate call to discuss same;  |              |
| 03/05/2020  | AS              | Reviewing emails and endorsements re updating brief of proceedings; review and revise Eight Report of the Liquidator.   | 1.00         |
| 03/05/2020  | AS              | Continued review of accounts and allocation of same.  | 3.50         |
| 03/05/2020  | KEMM            | Emails with Liquidator regarding distributing notices of determination; conference call regarding distribution analysis and alternative distribution analysis; emails regarding HST election for Richter; review closing documents and circulate same; emails with J. Kulathungam to coordinate call to discuss distribution; review proof of claims filed by SAMM; emails regarding Guaranty Company secured claim; telephone call to J. Kulathungam; email from J. Kulathungam responding to same; telephone call with J. Kulathungam regarding bankruptcy of Tarn Construction; emails regarding distribution among shareholders' counsel; telephone call to P. Shea regarding bankruptcy; receive and review further distribution analysis; | 3.00         |
| 03/07/2020  | GRA             | Review and respond to correspondence;   | 0.10         |
| 03/07/2020  | KEMM            | Drafting and revising Liquidator's Eighth Report; emails with A. Gadia; email exchange with G. Azeff regarding arguing motion; emails to A. Stoica regarding appendices to report;  | 6.00         |
| 03/08/2020  | GRA             | Review and consider draft Report; Review and respond to correspondence regarding inclusion of Order in motion materials;  | 1.10         |
| 03/08/2020  | KEMM            | Email draft Report to G. Azeff; telephone call with A. Gadia; emails to A. Gadia enclosing certain appendices to draft Report; drafting two interim distribution orders addressing two possible outcomes of motions; emails with G. Azeff and A. Gadia regarding same; prepare draft Notice of Motion and circulate same; numerous emails with Liquidator   | 3.20         |
| 03/09/2020  | AS              | Review emails re report and motion record; review report generate blackline, compile appendices and   | 2.00         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
|             |                 | finalize motion record;  |              |
| 03/09/2020  | GRA             | Review and consider previous Reports; Review Notice of Motion and draft Order;   | 1.90         |
| 03/09/2020  | KEMM            | Receive comments on Report from Liquidator; review and revise report; telephone call with A. Gadia regarding comments; circulate revised Report; revising Notice of Motion and draft Orders; review final motion record and provide instructions for serve; email exchange with M. Nowina regarding relief being sought; | 3.00         |
| 03/10/2020  | GRA             | Review final version of Motion Record;   | 0.80         |
| 03/10/2020  | AS              | Prep affidavit of service and court materials to be filed; email and Memo to Omega re same.  | 0.20         |
| 03/10/2020  | AS              | Continued review of allocation of accounts for 2018  | 1.00         |
| 03/11/2020  | GRA             | Discussion with K. Mahar regarding motion; Review and compare alternative forms of draft Order; Review and consider responding motion record; Telephone call with A. Gadia regarding responding record;  | 0.70         |
| 03/11/2020  | KEMM            | Email to shareholders' counsel enclosing draft alternative Order; receive and review motion record of Respondents; discussion with G. Azeff regarding motion and responding motion record;   | 0.70         |
| 03/12/2020  | SDC             | Email to G Azeff re motion attendance;   | 0.10         |
| 03/12/2020  | AS              | Email from K. Mahar re responding record and send same to clients.   | 0.20         |
| 03/12/2020  | GRA             | Prepare submissions for motion; Review new exhibits;   | 0.60         |
| 03/12/2020  | KEMM            | Review of emails regarding motion, precise parklink, and power of attorney; review deposit return documents; email to M. Rethore regarding same;   | 0.50         |
| 03/12/2020  | KEMM            | Review of emails regarding motion;   | 0.10         |
| 03/13/2020  | GRA             | Prepare for, travel to and attend motion for interim distribution;   | 1.40         |
| 03/13/2020  | AS              | Review order and endorsement and send same to clients; email to TOR students to have order issued and entered; serve issued order and endorsement on   | 0.30         |



| Date               | Initials | Description   | Hours        |
|--------------------|----------|---|--------------|
|                    |          | the service list.   |              |
| 03/17/2020         | KEMM     | Attend to emails regarding distribution;                                  | 0.20         |
| 03/19/2020         | KEMM     | Emails confirming distributions made;                                     | 0.10         |
| 03/24/2020         | AS       | Review and finalize allocation of accounts for 2018.                      | 9.00         |
| 03/25/2020         | AS       | Continued review and finalizing allocation of accounts for 2018 in Excel. | 6.50         |
| 03/26/2020         | AS       | Continued review and finalize allocation for accounts for 2018.           | 4.50         |
| <b>Total Hours</b> |          |   | <b>87.90</b> |

**Our Fee: 41,175.00**

| TK ID | Initials | Name        | Title                | Rate     | Hours | Amount      |
|-------|----------|-------------|----------------------|----------|-------|-------------|
| 02706 | AS       | A. Stoica   | Paraprofession<br>al | \$200.00 | 34.20 | \$6,840.00  |
| 00991 | GRA      | G. Azeff    | Partner              | \$725.00 | 6.60  | \$4,785.00  |
| 00990 | KEMM     | K. Mahar    | Partner              | \$750.00 | 31.70 | \$23,775.00 |
| 00994 | SDC      | S. De Caria | Associate            | \$375.00 | 15.40 | \$5,775.00  |

**Ontario HST 13% (R119440766)**  
On Fees \$5,352.75

**Total Amount Due \$46,527.75**

E.&O.E.



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## Account Summary and Remittance Form

**April 30, 2020**

Invoice Number 3478342

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                 |
|-------------------------------------|-----------------|
| <b>Fees:</b>                        | <b>\$712.50</b> |
| <b>Ontario HST 13% (R119440766)</b> | <b>\$92.63</b>  |
| <b>Total Amount Due</b>             | <b>\$805.13</b> |





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**April 30, 2020**

Invoice Number 3478342

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 04/07/2020  | KEMM            | Email from M. Rethore regarding 2018 professional fee deductibility analysis;   | 0.10         |
| 04/14/2020  | SDC             | Telephone call with K Mahar re: trial and issues brief, trial and strategy;   | 0.30         |
| 04/14/2020  | KEMM            | Consider work to be prepared for trial; telephone call with S. De Caria regarding presentation of information for trial and need for compendium to be put together for all correspondence between draft Report and Final Report and since Final Report; | 0.50         |
| 04/28/2020  | KEMM            | Review of emails regarding distribution to unsecured creditors;   | 0.10         |
| 04/30/2020  | KEMM            | Review of emails;   | 0.10         |
|             |                 | <b>Total Hours</b>  | <b>1.10</b>  |

**Our Fee: 712.50**



| <b>TK ID</b> | <b>Initials</b> | <b>Name</b> | <b>Title</b> | <b>Rate</b> | <b>Hours</b> | <b>Amount</b> |
|--------------|-----------------|-------------|--------------|-------------|--------------|---------------|
| 00990        | KEMM            | K. Mahar    | Partner      | \$750.00    | 0.80         | \$600.00      |
| 00994        | SDC             | S. De Caria | Associate    | \$375.00    | 0.30         | \$112.50      |

**Ontario HST 13% (R119440766)**

On Fees

\$92.63

**Total Amount Due**

**\$805.13**

E.&O.E.



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## Account Summary and Remittance Form

**May 31, 2020**

Invoice Number 3489080

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                          |
|-------------------------------------|--------------------------|
| <b>Fees:</b>                        | <b>\$6,532.50</b>        |
| <b>Ontario HST 13% (R119440766)</b> | <b>\$849.23</b>          |
| <b>Total Amount Due</b>             | <b><u>\$7,381.73</u></b> |



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**May 31, 2020**

Invoice Number 3489080

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 05/06/2020  | KEMM            | Emails with M. Rethore and A. Stoica regarding deductibility analysis;  | 0.10         |
| 05/19/2020  | KEMM            | Emails with Liquidator to coordinate call;  | 0.10         |
| 05/20/2020  | SDC             | Review email from clients re conference call and responding email re same;  | 0.10         |
| 05/20/2020  | KEMM            | Conference call with A. Gadia and M. Rethore regarding tax assessments, filing of tax returns and upcoming litigation; email from M. Rethore enclosing CRA delegate authorization; email from M. Rethore enclosing tax information and review same; | 0.90         |
| 05/22/2020  | KEMM            | Emails regarding setting up call to review information for upcoming hearing; commence review of allocations of docketed time;   | 0.60         |
| 05/23/2020  | KEMM            | Email to J. Kulathungam regarding CRA access for review of notices of assessments; continue review of allocated time;   | 1.00         |
| 05/25/2020  | AS              | Revising and finalizing invoices for allocating; calls with K. Mahar.   | 5.10         |
| 05/25/2020  | KEMM            | Review and revise allocation of invoices and several emails and calls with A. Stoica regarding revising   | 4.50         |



| Date               | Initials | Description   | Hours        |
|--------------------|----------|---|--------------|
|                    |          | same; finalize 2018 allocations and circulate same to A. Gadia and M. Rethore;  |              |
| 05/28/2020         | KEMM     | Telephone message from and to J. Kulathungam and email to J. Kulathungam regarding document to be executed for access by Richer to CRA; | 0.10         |
| <b>Total Hours</b> |          |   | <b>12.50</b> |

**Our Fee: 6,532.50**

| TK ID | Initials | Name        | Title                 | Rate     | Hours | Amount     |
|-------|----------|-------------|-----------------------|----------|-------|------------|
| 00990 | KEMM     | K. Mahar    | Partner               | \$750.00 | 7.30  | \$5,475.00 |
| 00994 | SDC      | S. De Caria | Associate             | \$375.00 | 0.10  | \$37.50    |
| 02706 | AS       | A. Stoica   | Paraprofession<br>nal | \$200.00 | 5.10  | \$1,020.00 |

**Ontario HST 13% (R119440766)**  
On Fees \$849.23

**Total Amount Due \$7,381.73**

E.&O.E.



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## Account Summary and Remittance Form

**June 30, 2020**

Invoice Number 3498251

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                   |
|-------------------------------------|-------------------|
| <b>Fees:</b>                        | <b>\$4,420.00</b> |
| <b>Ontario HST 13% (R119440766)</b> | <b>\$574.60</b>   |
| <b>Total Amount Due</b>             | <b>\$4,994.60</b> |



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**June 30, 2020**

Invoice Number 3498251

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 06/01/2020  | SDC             | Email exchanges with K Mahar and clients re: conference call and trial prep;  | 0.20         |
| 06/01/2020  | KEMM            | Emails with A. Gadia and S. De Caria regarding coordinating call for file review and trial prep;  | 0.20         |
| 06/04/2020  | GRA             | Telephone discussion with S. De Caria regarding trial and process;  | 0.20         |
| 06/04/2020  | SDC             | Review emails; conference call with K. Mahar and client re: trial prep and trial review; conference call with M Rethore re same;  | 1.70         |
| 06/04/2020  | KEMM            | Review of statement of issues of respondents and applicants, brief review of final KPMG Report and consider documents produced between KPMG Report and PWC Report; conference call with A. Gadia, M. Rethore and S. De Caria regarding preparation of compendium of documents for Court and need to determine expected role of KPMG in trial; | 2.00         |
| 06/05/2020  | KEMM            | Email to J. Kulathungam regarding coordinating call to discuss CRA authorization and trial prep and next Court attendance;  | 0.10         |
| 06/08/2020  | SDC             | Email exchanges with M Rethore re: conference call;   | 0.70         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
|             |                 | call with M Rethore re: review and document process; review sharepoint files and various email exchanged with M Rethore re same and strategy; review conference call notes;              |              |
| 06/08/2020  | KEMM            | Email exchange with J. Kulathugam coordinating call to discuss CRA authorization and trial;  | 0.10         |
| 06/09/2020  | KEMM            | Review and respond to emails from J. Kulathugam and A. Gadia;  | 0.10         |
| 06/13/2020  | KEMM            | Emails to J. Kulathungam regarding request for authorization for Richter and confirming call;  | 0.10         |
| 06/15/2020  | SDC             | Various email exchanges with M Rethore re: document review process and preparation; conference call with M Rethore re same; email exchanges with K Mahar re review process and status;   | 0.50         |
| 06/15/2020  | KEMM            | Email from J. Kulanthungam regarding concern regarding proper authority; conference call with J. Kulathungam regarding CRA request and expectations for trial and preparedness for same; | 0.50         |
| 06/17/2020  | KEMM            | Coordinate follow up call with J. Kulathungam; email with A. Gadia regarding coordinating call with Applicants' counsel;   | 0.10         |
| 06/18/2020  | SDC             | Follow up email to K Mahar re: document review and platform;   | 0.10         |
| 06/18/2020  | KEMM            | Emails with C. Stanek and P. Shea regarding coordinating call and purpose of same;   | 0.10         |
| 06/19/2020  | KEMM            | Prepare for and attend conference call with P. Shea, C. Stanek and A. Gadia regarding upcoming trial, response/questions in respect of PWC report and expectations for KPMG at trial;    | 0.50         |
| 06/22/2020  | KEMM            | Email from Purchaser's counsel regarding executed APS; and instruct A. Stoica regarding same;  | 0.10         |
| 06/23/2020  | KEMM            | Emails with J. Kulathungam regarding his need to reschedule call; email fully executed APS to Purchaser's counsel;   | 0.10         |
| 06/30/2020  | KEMM            | Emails with A. Gadia and J. Kulathungam regarding scheduling of follow up call regarding next court  | 0.10         |





| Date               | Initials | Description            | Hours       |
|--------------------|----------|------------------------|-------------|
|                    |          | attendances and trial; |             |
| <b>Total Hours</b> |          |                        | <b>7.50</b> |

**Our Fee:** **4,420.00**

| TK ID | Initials | Name        | Title     | Rate     | Hours | Amount     |
|-------|----------|-------------|-----------|----------|-------|------------|
| 00990 | KEMM     | K. Mahar    | Partner   | \$750.00 | 4.10  | \$3,075.00 |
| 00991 | GRA      | G. Azeff    | Partner   | \$725.00 | 0.20  | \$145.00   |
| 00994 | SDC      | S. De Caria | Associate | \$375.00 | 3.20  | \$1,200.00 |

**Ontario HST 13% (R119440766)**  
 On Fees \$574.60

**Total Amount Due** **\$4,994.60**

E.&O.E.



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## Account Summary and Remittance Form

**December 31, 2020**

Invoice Number 3571075

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                          |
|-------------------------------------|--------------------------|
| <b>Fees:</b>                        | <b>\$7,087.50</b>        |
| <b>Ontario HST 13% (R119440766)</b> | <b>\$921.38</b>          |
| <b>Total Amount Due</b>             | <b><u>\$8,008.88</u></b> |



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**MILLERTHOMSON.COM**

**December 31, 2020**

Invoice Number 3571075

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 07/02/2020  | KEMM            | Correspondence from J. Kulathungam; correspondence from C. Stanek; discussion with A. Gadia; conference call with J. Kulathungam and A. Gadia regarding upcoming trial and expectations for witnesses and role of Liquidator; | 0.50         |
| 07/05/2020  | KEMM            | Email from Commercial List office re: trial; email from C. Stanek;  | 0.10         |
| 07/11/2020  | KEMM            | Email from Commercial List Office regarding delay of trial and case conference; email exchange with A. Gadia regarding same;  | 0.10         |
| 07/13/2020  | KEMM            | Emails regarding case conference on August 4th;   | 0.10         |
| 07/28/2020  | KEMM            | Emails regarding available dates for trial in 2021 in front of Justice McEwen with J. Kulathungam and Commercial List Office;   | 0.10         |
| 08/03/2020  | KEMM            | Email to A. Gadia regarding upcoming case conference  | 0.10         |
| 08/04/2020  | KEMM            | Email exchange with A. Gadia regarding case conference and scheduling of new trial dates; prepare for an attend case conference in front of Justice Hainey to schedule Trial dates; receive endorsement                       | 0.90         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
|             |                 | of Justice Hainey and email update to A. Gadia;  |              |
| 08/27/2020  | KEMM            | Review of emails on bank accounts;   | 0.10         |
| 09/13/2020  | KEMM            | Email from Commercial List Office;   | 0.10         |
| 09/14/2020  | KEMM            | Emails relating to case conference not proceeding Sept 15-20;  | 0.10         |
| 10/02/2020  | SDC             | Review email from M Rethore re: document review and responding email re same; review responding email from M Rethore: review email from K MAhar re: deposits;  | 0.30         |
| 10/02/2020  | KEMM            | Receive and review letter from counsel to Purchaser; email to M. Rethore regarding looking into same given deposits returned and APS' terminated;  | 0.10         |
| 10/06/2020  | KEMM            | Receive report from Tarion;  | 0.10         |
| 10/08/2020  | KEMM            | Email from M. Rethore providing certificate of identity and release agreement; emails with S. De Caria regarding preparation of responding letter and timing of same   | 0.20         |
| 10/15/2020  | SDC             | Review correspondence from counsel re: condo closing; review Orders of Court and communication; review purchaser package and deposit return forms; draft letter to counsel; email to K Mahar and clients re same; review emails; finalize letter and instructions re same; reporting email to clients; | 1.80         |
| 10/15/2020  | KEMM            | Email from C. Stanek requesting update on distribution analysis and reserve amounts; email to Liquidator regarding same; email from S. De Caria enclosing draft letter; review and sign off on same; email from A. Gadia; email from M. Rethore regarding consolidation of bank accounts;              | 0.30         |
| 10/19/2020  | KEMM            | Emails with Liquidator to coordinate status update meeting;  | 0.10         |
| 10/20/2020  | KEMM            | Telephone call with A. Gadia; emails regarding confirming GNCA secured claims paid in full; email to C. Stanec regarding timing of updated information;  | 0.30         |
| 10/21/2020  | KEMM            | Email from M. Rethore enclosing agenda and review same; emails with M. Rethore regarding deductibility   | 0.20         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
|             |                 | of professional fees issue to be discussed;  |              |
| 10/22/2020  | KEMM            | Receive draft updated distribution analysis; emails with M/ Rethore regarding previously circulated version and receive same; virtual meeting with Liquidator regarding draft distribution analysis, various outstanding matter; email from M. Rethore enclosing information relating to bank accounts proposed to be closed;                      | 1.30         |
| 10/23/2020  | KEMM            | Email to and from A. MacFarlane regarding secured claim of GNCA; continue virtual call with Liquidator on various issues including updated distribution analysis;  | 1.00         |
| 10/30/2020  | KEMM            | Emails enclosing Statutory Declaration and Schedule B dated October 27-20;   | 0.10         |
| 10/31/2020  | KEMM            | Email from Commercial List office and email same to Liquidator;  | 0.10         |
| 11/01/2020  | KEMM            | Email from C. Stanek regarding trial dates; email exchange with A. Gadia regarding whether new trial dates work;   | 0.10         |
| 11/02/2020  | KEMM            | Telephone call from and emails with J. Kulathungam regarding new court dates; emails exchange with KPMG; email to commercial list confirming availability for trial week of Feb 8th;   | 0.30         |
| 11/03/2020  | KEMM            | Email exchange with C. Stanek; email exchange with A. Gadia; email from A. Gadia to A. MacFarlane to run to ground GNCA reserve amount can be released;  | 0.20         |
| 11/10/2020  | KEMM            | Email exchange with C. Stanek; emails with A. Gadia regarding chasing response from GNCA so that reserve can be eliminated and distribution analysis updated; review of emails from A. MacFarlane including confirmation that GNCA received all funds; email from M. Rethore enclosing two drafts of distribution analysis;                        | 0.30         |
| 11/11/2020  | KEMM            | Emails coordinating call with Liquidator; review two versions of distribution analysis; virtual meeting with Liquidator to review drafts of distribution analysis and provide final comments; email from M. Rethore enclosing final draft of distribution analysis and sign off n same; email draft distribution analysis to shareholders' counsel | 1.00         |



| Date               | Initials | Description   | Hours        |
|--------------------|----------|---|--------------|
| 11/24/2020         | KEMM     | Email from M. Rethore regarding matters to be addressed and advice on deductibility of fees to off set taxes paid in past years;                            | 0.10         |
| 12/22/2020         | KEMM     | Exchange voicemail messages with J. Kulathungan regarding upcoming case conference and intention of Liquidator to seek order to bankrupt Tarn Construction; | 0.10         |
| 12/31/2020         | KEMM     | Email from C. Stanek; review Liquidator's Motion Materials and Distribution Orders; email response to C. Stanek;  | 0.30         |
| <b>Total Hours</b> |          |   | <b>10.50</b> |

**Our Fee: 7,087.50**

| TK ID | Initials | Name        | Title     | Rate     | Hours | Amount     |
|-------|----------|-------------|-----------|----------|-------|------------|
| 00990 | KEMM     | K. Mahar    | Partner   | \$750.00 | 8.40  | \$6,300.00 |
| 00994 | SDC      | S. De Caria | Associate | \$375.00 | 2.10  | \$787.50   |

**Ontario HST 13% (R119440766)**  
On Fees \$921.38

**Total Amount Due \$8,008.88**

E.&O.E.



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## Account Summary and Remittance Form

**June 30, 2021**

Invoice Number 3637742

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                                  |
|-------------------------------------|----------------------------------|
| <b>Fees:</b>                        | <b>\$26,271.50</b>               |
| <b>Ontario HST 13% (R119440766)</b> | <b>\$3,415.30</b>                |
| <b>Total Amount Due</b>             | <b><u><u>\$29,686.80</u></u></b> |



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**June 30, 2021**

Invoice Number 3637742

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
| 01/02/2021  | KEMM            | Email exchange with A. Gadia regarding settlement discussions and coordinating status call;  | 0.10         |
| 01/04/2021  | AS              | Set up sync link re judicial mediation; email court and all parties with the syn link  | 0.10         |
| 01/04/2021  | AS              | Organize Zoom conference re judicial mediation.  | 0.40         |
| 01/04/2021  | KEMM            | Email exchange with M. Rethore;; receive settlement brief from P. Shea and review same; forward same to client; review pre-trial conference memo from J. Kulathungam; emails to client regarding settlement case conference on Jan 8th; emails I with P. Shea; telephone call with J. Kulathungam regarding court changing date; instructions to A. Stoica to set up zoom and sync for judicial mediation; review and revise email to parties; | 2.00         |
| 01/05/2021  | KEMM            | Numerous emails with A. Stoica regarding setting up mediation style zoom hearing for Jan 8th; reviewing materials; emails with parties regarding judicial mediation and parties participating; conference call with A. Gadia and M. Rethore on various issues; telephone call with J. Kulathungam on various issues including bank accounts, bankruptcy and judicial   | 2.60         |





| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
|             |                 | mediation; email exchange with A. Gadia on bank accounts; emails on fee breakdown;  |              |
| 01/06/2021  | AS              | Finalize account statement and send to M. Rhetore.  | 0.20         |
| 01/06/2021  | KEMM            | Email exchange with Liquidator regarding preparation call for judicial mediation; emails with J. Kulathungam regarding HST in Tarn Construction and bankruptcy;; emails with Liquidator regarding same; email to parties regarding whether any Liquidator Reports will be required for Judicial Mediation;  | 0.60         |
| 01/07/2021  | KEMM            | Attend to matters including ensuring access to all parties to sync link; emails with P. Shea; emails with J. Kulathungam regarding parties needing access to judicial mediation; receive analysis from Liquidator on impact of allowed versus denied claims for Judicial Mediation; conference call with Liquidator team to review analysis; receive and review supplementary brief of respondents; forward to Liquidator; identify back up documents on various issues in case requested by Judge in Judicial Mediation; email exchange with P. Shea enclosing Respondents Proofs of Claim; telephone call with P. Shea on judicial mediation and bankruptcy Tarn Construction; emails with Liquidator on late claim; email from M. Rethore enclosing same; emails on Tarn Construction; | 2.70         |
| 01/08/2021  | KEMM            | Emails and call with Commercial List Office regarding judicial mediation; email exchange with Justice Hailey regarding mediation; email from court changing time of mediation; prepare for and attend Judicial Mediation before Justice Hailey'; review distribution analysis for Justice Hailey during mediation; email to Justice Hailey providing two scenarios as requested;  | 4.20         |
| 01/10/2021  | KEMM            | Email from P. Shea regarding questions on Sources and Uses Report;  | 0.10         |
| 01/11/2021  | KEMM            | Emails with counsel and Commercial List regarding case conference scheduling; email exchange with Liquidator regarding questions on sources and uses report; emails with Liquidator; review bank statements; email to P. Shea enclosing requested bank statements;  | 0.60         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 01/12/2021  | KEMM            | Emails with C. Stanek regarding Marriott employee that oversaw hotel; emails with Commerical List Office; discussion with A. Gadia regarding Marriott contact; email from A. Gadia to Applicants' counsel;                                    | 0.40         |
| 01/13/2021  | KEMM            | Email exchange with J. Kulathungam regarding zoom details for case conference;  | 0.10         |
| 01/15/2021  | KEMM            | Email zoom details for Jan 21st case conference;  | 0.10         |
| 01/18/2021  | KEMM            | Email from C. Stanek requesting correspondence from Marriott; emails with A. Gadia regarding compiling same; receiver numerous emails from A. Gadia regarding communications with Marriott on hotel issues; email to A. Gadia; review emails; | 0.80         |
| 01/19/2021  | KEMM            | Attend to matters; emails and conference call with C. Stanek regarding information request; telephone call with A. Gadia to coordinate review; video conference with A. Gadia to review information collected;;                               | 1.60         |
| 01/20/2021  | KEMM            | Receive and review case conference brief from Respondents; forward to Applicants and Liquidator; compile and send correspondence to C. Stanek; brief preparation call with A. Gadia;  | 1.00         |
| 01/21/2021  | KEMM            | Prepare for and attend case conference before Justice McEwen; prepare counsel slip and circulate to Justice McEwen following attendance; receive, review and circulate endorsement of Justice McEwen';  | 1.90         |
| 01/28/2021  | KEMM            | Emails with P. Shea and A. Gadia; receive and review factum of Application on motion to strike claims for management and development fees review motion record;   | 1.00         |
| 02/04/2021  | KEMM            | Receive and review Responding Motion Record and Factum of the Respondents; email same to Liquidator; email to P. Shea;  | 1.40         |
| 02/05/2021  | KEMM            | Emails with counsel regarding estoppel motion and coordinating zoom for same;   | 0.30         |
| 02/08/2021  | KEMM            | Emails with P. Shea; receive and review Reply Factum; forward to A. Gadia; consider items that would remain to be decided if issue estoppel motion successful;  | 1.50         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
| 02/09/2021  | KEMM            | Email from M. Rethore regarding numbers prepared by Applicants from sources and uses report; receive and review supplementary affidavit of A. Ackman; forward to Liquidator; review motion materials in preparation of motion;   | 1.50         |
| 02/10/2021  | KEMM            | Attend to matter including emails with J. Kulathungam; emails with P. Shea; preparation of counsel slip and email to Justice McEwen; prepare for and attend motion on issue estoppel brought by Applicants; emails materials to Justice McEwen; receive factum fro August 2017 and forward to Justice McEwen; debrief call with A. Gadia; email from A. Gadia regarding nil statement on withholding taxes and timing for bankruptcy motion; | 4.20         |
| 02/18/2021  | KEMM            | Receive Endorsement of Justice McEwen; emails with A. Gadia regarding same; and issue of substantive consolidation given submissions at motion;  | 0.20         |
| 02/24/2021  | KEMM            | Attend to emails regarding timing for cases conference; emails to A. Gadia;  | 0.20         |
| 02/25/2021  | KEMM            | Emails with A. Gadia and M. Rethore on 2017 T@ return and coordinating call; video conference with A. Gadia on outstanding matters;  | 0.70         |
| 03/02/2021  | KEMM            | Emails with A. Gadia; emails among Commercial List Office and Parties to attempt to book case conference;  | 0.20         |
| 03/03/2021  | KEMM            | Emails with Commercial List office and Parties; email from court confirming March 12th case conference; email exchange with A. Gadia; email exchange with J. Kulathungam;  | 0.30         |
| 03/04/2021  | KEMM            | Coordinate zoom details for court hearing;   | 0.10         |
| 03/12/2021  | KEMM            | Email from J. Kulathungam; review case conference brief; attend case conference; email Justice McEwen counsel slip from hearing; email from Justice McEwen enclosing Endorsement; review same;   | 1.00         |
| 05/13/2021  | KEMM            | Letter fro J. Kulathungam; forwad to client;   | 0.10         |
| 05/14/2021  | KEMM            | Letter from C. Stanek; review and forward to client;   | 0.10         |
| 05/18/2021  | KEMM            | Video call with A. Gadia regarding remaining issues and upcoming voir dire;  | 0.50         |



| <b>Date</b>        | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|--------------------|-----------------|--|--------------|
| 06/04/2021         | KEMM            | Letter from J. Kulathungam; enclosing list of documents; review same;  | 0.20         |
| 06/07/2021         | KEMM            | Review of emails regarding documents for joint brief; emails to A. Gadia;  | 0.20         |
| 06/15/2021         | KEMM            | Letter from C. Stanek enclosing list of documents to be relied upon at trial and review same;  | 0.20         |
| 06/18/2021         | KEMM            | Emails regarding documents for litigation and access to same;  | 0.20         |
| 06/21/2021         | KEMM            | Review of emails regarding voir dire and expert files;   | 0.10         |
| 06/24/2021         | KEMM            | Letter from C. Stanek on voir dire; letter from J. Kulathungam on voir dire; send letter to A. Gadia;  | 0.20         |
| 06/25/2021         | KEMM            | Letter from J. Kulathungam re joint documents; email from C. Stanek on voir dire and evidence; emails from J. Kulathungam's office on documents for trial and email to K. Ples regarding delivery of same to A. Stoica; email from C. Stanek on joint brief; | 0.40         |
| 06/28/2021         | KEMM            | Emails regarding voir dire;  | 0.10         |
| <b>Total Hours</b> |                 |  | <b>34.40</b> |

**Our Fee: 26,271.50**

| <b>TK ID</b> | <b>Initials</b> | <b>Name</b> | <b>Title</b>     | <b>Rate</b> | <b>Hours</b> | <b>Amount</b> |
|--------------|-----------------|-------------|------------------|-------------|--------------|---------------|
| 00990        | KEMM            | K. Mahar    | Partner          | \$775.00    | 33.70        | \$26,117.50   |
| 02706        | AS              | A. Stoica   | Paraprofessional | \$220.00    | 0.70         | \$154.00      |

**Ontario HST 13% (R119440766)**  
On Fees \$3,415.30

**Total Amount Due \$29,686.80**

E.&O.E.



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## Account Summary and Remittance Form

**October 31, 2021**

Invoice Number 3699609

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                                  |
|-------------------------------------|----------------------------------|
| <b>Fees:</b>                        | <b>\$33,886.50</b>               |
| <b>Ontario HST 13% (R119440766)</b> | <b>\$4,405.25</b>                |
| <b>Total Amount Due</b>             | <b><u><u>\$38,291.75</u></u></b> |



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**MILLERTHOMSON.COM**

**October 31, 2021**

Invoice Number 3699609

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 07/05/2021  | KEMM            | Receive and review Joint Trial Brief list of documents from C. Stanek; email same to A. Gadia; receive and review re: some of Mr. Safapour; receive and brief review of cases to be relied upon by Applicants at voir dire; emails with Justice McEwen and counsel coordinating case conference; email setting up case conference; emails coordinating voir dire; emails from C. Stanek and J. Kulathungam providing cases to be relied on and expert reports being challenged; review reports in advance of hearing; | 2.80         |
| 07/06/2021  | KEMM            | Emails with A. Gadia regarding voir dire and evidence; prepare for and attend voir dire in front of Justice McEwen; debrief call with A. Gadia; letter from J. Kulathungam regarding filing of responding expert reports;   | 4.50         |
| 07/28/2021  | KEMM            | Letter from J. Kulathungam regarding joint document brief; email to A. Gadia;   | 0.10         |
| 08/04/2021  | KEMM            | Correspondence fro C. Stanek;   | 0.10         |
| 08/13/2021  | KEMM            | Receive and review supplementary report of HVS;   | 0.20         |
| 08/18/2021  | KEMM            | Emails to A. Gadia;   | 0.10         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 08/20/2021  | KEMM            | Emails from Commercial List Officer regarding September 7ths hearing; emails with A. Gadia coordinating time to discuss;  | 0.20         |
| 08/24/2021  | KEMM            | Telephone call with A. Gadia;   | 0.20         |
| 08/30/2021  | KEMM            | Emails with A. Gadia;   | 0.10         |
| 08/31/2021  | KEMM            | Emails with M. Rethore and A. Gadia regarding status update ; coordinating call and case conference;  | 0.20         |
| 09/01/2021  | KEMM            | Receive and consider letter from J. Kulathungam on trial mechanics;   | 0.20         |
| 09/02/2021  | KEMM            | Emails with C. Stanek regarding next case conference; email to A. Gadia regarding case conference and moving time for status update call; emails with Commercial List Office regarding coordinating zoom for case conference; email setting up zoom for cash conference; correspondence from C. Stanek on trial mechanics and consider same;  | 0.50         |
| 09/03/2021  | KEMM            | Review and respond to emails;   | 0.20         |
| 09/07/2021  | KEMM            | Prepare for case conference and email recent correspondence on trial mechanics to A. Gadia in advance of case conference; attend case conference in front of Justice McEwen; email from Justice McEwen providing precedent virtual trial protocol, Schedule B and Joint Document Protocol; receive endorsement of Justice McEwen; status update call with M. Rethore and A. Gadia to discuss outstanding matters; circulate zoom details for October 4th case conference; | 3.00         |
| 09/08/2021  | KEMM            | Email from Commercial List and update zoom invite; emails exchange with Commercial List Office;   | 0.20         |
| 09/14/2021  | KEMM            | Review of emails regarding trial mechanics;   | 0.10         |
| 09/15/2021  | KEMM            | Correspondence from S. Stanek enclosing expert report of R. Cameron; review expert report;  | 1.00         |
| 09/20/2021  | KEMM            | Emails to A. Gadia regarding updating distribution analysis and trial protocol;   | 0.10         |
| 09/23/2021  | KEMM            | Emails with C. Stanek, A. Gadia and J. Kulathungam regarding trial prep and coordinating call to discuss  | 0.20         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
|             |                 | same; telephone call to A. Gadia;  |              |
| 09/24/2021  | KEMM            | Review of emails; scheduling call with counsel regarding trial prep;   | 0.10         |
| 09/27/2021  | KEMM            | Emails with J. Kulathungam and C. Stanek;  | 0.20         |
| 09/28/2021  | KEMM            | Email from Commercial List requesting case conference; emails with counsel and A. Gadia regarding same; emails with A. Gadia;  | 0.30         |
| 09/29/2021  | KEMM            | Zoom call with counsel and A. Gadia regarding trial mechanics and virtual trial set up; case conference with Justice McEwen and counsel;   | 1.20         |
| 09/30/2021  | KEMM            | Receive and review correspondence from J. Kulathungam and correspondence from C. Stanek;   | 0.20         |
| 10/01/2021  | KEMM            | Receive and review case conference brief from Respondents; emails with A. Gadia regarding position of Respondents and forwarding recent correspondence; emails with counsel regarding back to back case conferences with Justice Koehnen and Justice McEwen; set up zoom calls;  | 0.50         |
| 10/04/2021  | KEMM            | Review of trial protocol and witness protocol; emails with A. Gadia regarding interrogatories and timing of receiving same; prepare for and attend case conference before Justice Kaehnen; attend cash conference before Justice McEwen; call with A. Gadia regarding residual matters to be addressed before Justice McEwen after trial; email from J. Koehnen enclosing endorsement; email to Commercial List Office to coordinate next case conference; instructions to A. Stocia regarding preparing commercial list form; | 2.80         |
| 10/05/2021  | AS              | Prepare hearing form and book case conference.   | 0.10         |
| 10/05/2021  | KEMM            | Telephone calls to various reporting offices; review commercial list form; telephone call and email from D. McCoy from Neesons; receive and review quote from Neesons;   | 1.00         |
| 10/06/2021  | KEMM            | Email from Commercial List Office; email to counsel; email from A. Slavens regarding report on Tarion;   | 0.20         |
| 10/07/2021  | KEMM            | Emails with Neesons regarding virtual trial  | 0.10         |





| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 10/08/2021  | KEMM            | Emails with Neesons; receive interrogatories from Applicants; email same to A. Gadia;   | 0.20         |
| 10/12/2021  | KEMM            | Emails with A. Gadia coordinating meeting to review and respond to interrogatories; email with A. Stoica regarding booking boardroom;   | 0.20         |
| 10/13/2021  | AS              | Emails with court re court reporter for trial.  | 0.10         |
| 10/13/2021  | KEMM            | Prepare for and attend meeting with A. Gadia regarding responses for interrogatories; reviewing correspondence and materials to be able to respond; email to counsel regarding Neesons doing virtual trial; review and consider updated distribution analysis' emails with C. Stanek on court reporter; email from C. Stanek on trial protocol; | 3.20         |
| 10/15/2021  | KEMM            | Email from Commercial List regarding trial and court reporter; letter from J. Kulathungam; regarding reply expert report;   | 0.20         |
| 10/17/2021  | KEMM            | Email with A. Gadia regarding further meeting to respond to interrogatories;  | 0.10         |
| 10/18/2021  | KEMM            | Emails with A. Gadia to coordinate meeting; receive and forward supplemental questions from J. Kulathungam; receive and review J. Kulathungam's comments on draft trial protocol;   | 0.60         |
| 10/19/2021  | KEMM            | Correspondence from C. Stanek enclosing updated draft virtual trial, joint document protocol and review same; receive voir dire certified transcript; email from C. Stanek regarding case conference;   | 0.20         |
| 10/21/2021  | KEMM            | Email from J. Kulathungam regarding distribution analysis; emails with A. Gadia; circulate zoom invite for case conference; review distribution analysis last circulated to counsel; reviewing emails for responses to interrogatories;   | 0.80         |
| 10/22/2021  | KEMM            | Email to J. Kulathungam regarding timing for updated distribution analysis; emails with A. Gadia; extensive meeting with A. Gadia regarding compiling information for responses to interrogatories; reviewing relevant emails;  | 6.00         |
| 10/25/2021  | KEMM            | Emails with A. Gadia and M. Rethore regarding call ti   | 0.50         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
|             |                 | discuss distribution analysis; and responses to interrogatories; review Mariott's proof of claim and amount owing pre-filing as set out in Report;  |              |
| 10/26/2021  | KEMM            | Emails and conference call with Liquidator to discuss distribution analysis; receive and review updated waterfall analysis and distribution analysis after call;  | 0.80         |
| 10/27/2021  | KEMM            | Circulate updated Distribution Analysis; correspondence from J. Kulathungam enclosing reply report; review same; drafting responses and compiling documents for interrogatories;  | 0.90         |
| 10/28/2021  | AS              | Attending to all matters related to prepping brief of posed and answered questions to the liquidator and serve same on all parties.   | 2.00         |
| 10/28/2021  | KEMM            | Emails on trial protocol; drafting responses to interrogatories and compiling necessary documents to include in responses; instructions to A. Stoica;; circulate draft response to A. Gadia and receive and review comments; letters from J. Kulathungam; call with A. Gadia regarding responses; receive and review case conference brief from J. Kulathungam; attend case conference before Justice Kaehnen; review compiled record and instruct service of same; coordinate zoom invite for further case conference;   | 5.70         |
| 10/29/2021  | KEMM            | Prepare for and attend case conference before Justice Koehnen; debrief call with A. Gadia; emails and call with C. Stanek regarding outcome of case conference; coordinate zoom meeting with counsel as directed by Judge; receive and review endorsement of Justice Koehnen; receive further interrogatories from P. Shea; email to A. Gadia regarding same; receive supplemental questions from J. Kulathungam; email to A. Gadia; emails from P. Shea and J. Kulathungam regarding same; email from D. McCoy and to counsel on trial prep; review and consider responses to interrogatories; | 3.10         |
|             |                 | <b>Total Hours</b>  | <b>45.30</b> |



**Our Fee:** **33,886.50**

| <b>TK ID</b> | <b>Initials</b> | <b>Name</b> | <b>Title</b>     | <b>Rate</b> | <b>Hours</b> | <b>Amount</b> |
|--------------|-----------------|-------------|------------------|-------------|--------------|---------------|
| 00990        | KEMM            | K. Mahar    | Partner          | \$775.00    | 43.10        | \$33,402.50   |
| 02706        | AS              | A. Stoica   | Paraprofessional | \$220.00    | 2.20         | \$484.00      |

**Ontario HST 13% (R119440766)**  
On Fees

\$4,405.25

**Total Amount Due**

**\$38,291.75**

E.&O.E.



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## Account Summary and Remittance Form

**December 31, 2021**

Invoice Number 3700770

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                     |
|-------------------------------------|---------------------|
| <b>Fees:</b>                        | <b>81,966.00</b>    |
| <b>Disbursements:</b>               | <b>\$12,230.00</b>  |
| <b>Ontario HST 13% (R119440766)</b> | <b>12,203.88</b>    |
| <b>Total Amount Due</b>             | <b>\$106,399.88</b> |



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**MILLERTHOMSON.COM**

**December 31, 2021**

Invoice Number 3700770

KPMG Inc.  
 333 Bay Street, Suite 4600  
 Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 11/01/2021  | KEMM            | Attend to matters relating to trial prep including scheduling call with parties; reviewing follow up questions from Applicants and Respondents and considering answers; receiving information from M. Réthoré regarding responses to questions; commence drafting responses | 1.40         |
| 11/01/2021  | KEMM            | Attend to matters relating to upcoming g trial including scheduling call with counsel; reviewing follow up questions from Applicants abs Respondents; receive information from M. Réthoré regarding responses; commence drafting responses;                                 | 2.00         |
| 11/02/2021  | KEMM            | Attend to matters including call with A. Gadia on answers; email from M. Rethore; reviewing emails and Reports; emails on document lists from Applicants; receive and review alleged misconduct against A. Akman; emails regarding trial prep;                              | 1.90         |
| 11/03/2021  | AS              | Review of materials for the second brief of questions.  | 0.50         |
| 11/03/2021  | KEMM            | Attend to matters relating to trial prep including emails with C. Stanek, A. Gadia; review of documents provided to respond to questions; review of emails in relevant period relating to correspondence with   | 3.70         |
| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |



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|            |      |  |      |
|------------|------|--|------|
|            |      | Marriott; several emails form A. Gadia regarding same; ; receive request for Notices of Dispute; emails with Liquidator; compile and provide same; receive and review information regarding Notices of Dispute; receive final trial protocol and review same and circulate to client; email to C. Stanek on change to Trial Protocol; email with J. Kulathungam confirming wither any additional follow up questions; ; receive draft trial schedule; emails regarding draft trial schedule; |      |
| 11/04/2021 | KEMM | Attend to matters relating to trial prep including emails on trial schedule; emails on responses from Liquidator; review of index of Orders and endorsements; emails coordinating time to discuss and finalize trial schedule; letter from Respondents' counsel regarding Sources and Uses Report; drafting responses; emails with Liquidator;   | 2.00 |
| 11/05/2021 | AS   | Attending to all matters re prepping second brief of questions to liquidator.  | 2.00 |
| 11/05/2021 | KEMM | Attend to matters in preparation for trial including zoom call with counsel on trial schedule; receive and comment on rdraft trial schedul; receive update trial schedule; email to Justice Koehnen; drafting and finalizing answers to two sets of additional questions; numerous call with Liquidator to finalize same; instructions to A. Stocia regarding appendices, finalizing ans serving same; receive information for Neesons;  | 5.60 |
| 11/06/2021 | KEMM | Attend to emails relating to trial prep;   | 0.20 |
| 11/08/2021 | KEMM | Attend to matters relating to trial including instructing A. Stoica on preparation of orders and endorsement brief; review index and provide comments; receive further drat; letter from J. Kulathungam on position regarding PWC witness testimony; email to Neesons regarding prep for trial; receive abs review Applicants Ajman Misconduct Allegations; emails with Liquidator;  | 2.00 |
| 11/08/2021 | AS   | Prepping orders and endorsement brief; several emails with K. Mahar re index; reviewing index from respondents and prepare blackline.  | 1.00 |
| 11/09/2021 | AS   | Revise index of orders and endorsements brief.   | 0.20 |



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|            |      |   |      |
|------------|------|---|------|
| 11/09/2021 | KEMM | Attend to matters relating to trial including orders brief, review evidence index; emails with Neesons; review of emails;   | 1.50 |
| 11/10/2021 | KEMM | Attend to matters relating to trial prep including correspondence regarding missing documents from joint brief; receive and review case conference brief from Respondents; trial test with Neesons; receive final version of index for joint brief; attend case conference in front of Justice Koehnen; emails with C. Stanek regarding uploading Liquidator Reports; | 2.00 |
| 11/11/2021 | AS   | Update orders brief and upload to caselines.  | 0.10 |
| 11/11/2021 | KEMM | Attend to matters relating to trial prep; receive and review additional documents; email to Neesons regarding extended time of hearing days; receive updated index; review caselines;   | 0.80 |
| 11/12/2021 | KEMM | Attend to trial preparation including emails regarding update trial schedule; emails to Neesons; email to His Honour; reviewing Sources and Uses Report and PWC Report; receive additional documents for joint brief and review same;   | 2.20 |
| 11/13/2021 | KEMM | Reviewing Reports and documents in joint document brief in preparation for trial;   | 3.10 |
| 11/14/2021 | KEMM | Reviewing Report and Documents in Joint Briefing preparation for trial;   | 3.50 |
| 11/15/2021 | KEMM | Prepare for and attend first day of claims trial; diebrief with A. Gadia;   | 7.20 |
| 11/15/2021 | AS   | Attend trial with K. Mahar.   | 6.00 |
| 11/16/2021 | KEMM | Prepare for and attend day two of claims trial; discussions with Liquidator and review of documents;  | 7.00 |
| 11/16/2021 | AS   | Attend trial with K. Mahar.   | 6.00 |



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|            |      |  |      |
|------------|------|--|------|
| 11/17/2021 | AS   | Attend trial with K. Mahar.  | 6.00 |
| 11/17/2021 | KEMM | Attend to matters including attend trial; calls with A. Gadia and debrief;   | 6.70 |
| 11/18/2021 | AS   | Attend trial with K. Mahar.  | 6.00 |
| 11/18/2021 | KEMM | Attend to all matters relating to trial including attending trial; reviewing evidence; debrief with A. Gadia;  | 6.50 |
| 11/19/2021 | AS   | Attend trial with K. Mahar.  | 3.00 |
| 11/19/2021 | KEMM | Attend to matters including attending trial; discussions regarding evidence in Liquidator's Reports and Answers from Liquidator;   | 5.80 |
| 11/22/2021 | AS   | Attend trial with K. Mahar.  | 5.50 |
| 11/22/2021 | KEMM | Attend to matters relating to Trial including review and response to additional questions from Respondents; discussions with liquidator regarding same; attend trial; debrief with Liquidator; | 7.50 |
| 11/23/2021 | KEMM | Attend to matters relating to trial and attend trial; debrief with client; respond to emails;  | 5.20 |
| 11/23/2021 | AS   | Attend trial with K. Mahar.  | 5.00 |
| 11/24/2021 | KEMM | Attend to matters relating to the trial;   | 5.60 |
| 11/24/2021 | AS   | Attend trial with K. Mahar.  | 4.00 |





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|            |      |   |      |
|------------|------|---|------|
| 11/25/2021 | KEMM | Attend to matters relating to the trial including emails regarding caseline documents; attend trial; receive cases to be relied upon from Applicants; receive and review GFL and Roni excavating claims; receive and brief review of further cases to be relied upon by Applicants; video call and emails regarding Liquidator's Reports for Court Report; instructions to A. Stoica regarding uploading Reports; | 5.80 |
| 11/25/2021 | AS   | Attend trial with K. Mahar.   | 6.00 |
| 11/26/2021 | KEMM | Review of emails;   | 0.10 |
| 11/28/2021 | KEMM | Emails with P. Shea on Report; emails with A. Gadia coordinating time to discuss questions and prepare response;  | 0.20 |
| 11/29/2021 | KEMM | Receive and review brief of exerpts from Monitor's Reports; emails with Liquidator regarding question from Applicants; remail to Applicants providing response;   | 1.50 |
| 12/01/2021 | KEMM | Letter from J. Kulathungam regarding transcripts;   | 0.10 |
| 12/17/2021 | KEMM | Receive invoice from trial and coordinate payment;  | 0.10 |

**Total Hours** **142.50**

**Our Fee:** **81,966.00**

| TK ID | Initials | Name      | Title            | Rate     | Hours | Amount      |
|-------|----------|-----------|------------------|----------|-------|-------------|
| 00990 | KEMM     | K. Mahar  | Partner          | \$775.00 | 91.20 | \$70,680.00 |
| 02706 | AS       | A. Stoica | Paraprofessional | \$220.00 | 51.30 | \$11,286.00 |



**Taxable Disbursements**

Agent's Disbursements 11,850.00

Process Serve Fees 60.00

Total Taxable Disbursements 11,910 \$11,910.00

**Non Taxable Disbursements**

Filing Fee 320 \$320.00

**Total Fees and Disbursements** **\$94,196.00**

**Ontario HST 13% (R119440766)**

On Fees \$10,655.58

On Disbursements \$1,548,30

**Total Amount Due** **\$106,399.888**

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## Account Summary and Remittance Form

**March 31, 2022**

Invoice Number 3742360

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                        |
|-------------------------------------|------------------------|
| <b>Fees:</b>                        | <b>\$729.00</b>        |
| <b>Disbursements:</b>               | <b>\$11.00</b>         |
| <b>Ontario HST 13% (R119440766)</b> | <b>\$94.77</b>         |
| <b>Total Amount Due</b>             | <b><u>\$834.77</u></b> |



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**March 31, 2022**

Invoice Number 3742360

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
| 02/10/2022  | KEMM            | Letter from C. Stanek enclosing brief of transcripts and brief review of transcripts received;   | 0.10         |
| 02/14/2022  | KEMM            | Emails to A. Gadia enclosing transcripts for closing submissions;  | 0.10         |
| 02/19/2022  | KEMM            | Emails from Commercial List Office regarding full day hearing for closing submissions; email from P. Shea; email to Commercial List Office;  | 0.10         |
| 02/21/2022  | KEMM            | Send invite for full day Court hearing; emails with counsel regarding same;  | 0.10         |
| 02/22/2022  | KEMM            | Email from J. Kulathungam regarding need to reschedule hearing; emails to J. Kulathungam and A. Gadia; receive Trial Factum from P. Shea. receive written closing submissions from J. Kulathungam; email from Justice Koehnen; | 0.20         |
| 02/23/2022  | KEMM            | Emails with counsel to reschedule closing submissions hearing; receive updated written closing submissions from J. Kulathungam; email from Justice Koehnen confirming April 22nd date;   | 0.20         |
| 03/17/2022  | KEMM            | Emails with A. Gadia regarding request on initial retainer;  | 0.10         |



**Total Hours** **0.90**

**Our Fee:** **729.00**

| <b>TK ID</b> | <b>Initials</b> | <b>Name</b> | <b>Title</b> | <b>Rate</b> | <b>Hours</b> | <b>Amount</b> |
|--------------|-----------------|-------------|--------------|-------------|--------------|---------------|
| 00990        | KEMM            | K. Mahar    | Partner      | \$810.00    | 0.90         | \$729.00      |

**Non-Taxable Disbursements**

Bank Charges 11.00

Total Non-Taxable Disbursements 11.00 \$11.00

**Total Fees and Disbursements** **\$740.00**

**Ontario HST 13% (R119440766)**

On Fees \$94.77

**Total Amount Due** **\$834.77**

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## Account Summary and Remittance Form

**April 30, 2022**

Invoice Number 3751971

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                          |
|-------------------------------------|--------------------------|
| <b>Fees:</b>                        | <b>\$8,100.00</b>        |
| <b>Ontario HST 13% (R119440766)</b> | <b>\$1,053.00</b>        |
| <b>Total Amount Due</b>             | <b><u>\$9,153.00</u></b> |



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**April 30, 2022**

Invoice Number 3751971

KPMG Inc.  
 333 Bay Street, Suite 4600  
 Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b>        | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|--------------------|-----------------|---|--------------|
| 04/21/2022         | KEMM            | Receipt and review of Aide Memoire; review of written arguments in preparation for Closing Arguments; emails to Liquidator; | 2.80         |
| 04/22/2022         | KEMM            | Prepare for and attend full day closing submissions before Justice Koehnen;   | 6.40         |
| 04/27/2022         | KEMM            | Review Response to Aide Memoire; consider same;   | 0.60         |
| 04/29/2022         | KEMM            | Receive and review reply to response to aide memoire and consider same;   | 0.20         |
| <b>Total Hours</b> |                 |   | <b>10.00</b> |

**Our Fee: 8,100.00**

| <b>TK ID</b> | <b>Initials</b> | <b>Name</b> | <b>Title</b> | <b>Rate</b> | <b>Hours</b> | <b>Amount</b> |
|--------------|-----------------|-------------|--------------|-------------|--------------|---------------|
| 00990        | KEMM            | K. Mahar    | Partner      | \$810.00    | 10.00        | \$8,100.00    |

**Ontario HST 13% (R119440766)**



On Fees

\$1,053.00

**Total Amount Due**

**\$9,153.00**

E.&O.E.





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## Account Summary and Remittance Form

**May 31, 2022**

Invoice Number 3774543

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                          |
|-------------------------------------|--------------------------|
| <b>Fees:</b>                        | <b>\$4,941.00</b>        |
| <b>Ontario HST 13% (R119440766)</b> | <b>\$642.33</b>          |
| <b>Total Amount Due</b>             | <b><u>\$5,583.33</u></b> |



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**May 31, 2022**

Invoice Number 3774543

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
| 05/12/2022  | KEMM            | Emails with Judge and counsel regarding case conference and analysis of amount advanced by Akman;  | 0.20         |
| 05/13/2022  | KEMM            | Receive calculation from P. Shea and review same; email from Judge;  | 0.20         |
| 05/16/2022  | KEMM            | Update email to A. Gadia and forward recent correspondence;  | 0.20         |
| 05/17/2022  | KEMM            | Receive and review calculation and response from J. Kulathungam; forward to A. Gadia;  | 0.20         |
| 05/19/2022  | KEMM            | Receive and review updated calculation from J. Kulathungam;  | 0.10         |
| 05/20/2022  | KEMM            | Review email from Judge and response from P. Shea;   | 0.20         |
| 05/24/2022  | KEMM            | Review of emails from Justice Koehnen and counsel regarding case conference;; call with P. Shea on calculation of advances; further emails with counsel; review point in KPMG Sources and Uses Report; | 0.80         |
| 05/25/2022  | KEMM            | Email from Justice Koehnen regarding case conference;  | 0.10         |
| 05/27/2022  | KEMM            | Email to A. Gadia regarding case conference; emails among Justice Koehnen and counsel regarding start  | 0.20         |



| Date               | Initials | Description  | Hours       |
|--------------------|----------|--|-------------|
|                    |          | time of case conference;   |             |
| 05/29/2022         | KEMM     | Zoom call with A. Gadia to review Justice Koenhen's request, responses from shareholders' and consider information in Sources and Uses Report;   | 1.40        |
| 05/30/2022         | KEMM     | Email from Justice Koehnen on Istanbul sales event; emails with A. Gadia; email to Justice Koehnen regarding zoom'; emails from counsel on sales conference; prepare for case conference - review relevant sections of PWC and KPMG Report | 1.00        |
| 05/31/2022         | KEMM     | Attend case conference with Justice Koehnen;   | 1.50        |
| <b>Total Hours</b> |          |  | <b>6.10</b> |

**Our Fee: 4,941.00**

| TK ID | Initials | Name     | Title   | Rate     | Hours | Amount     |
|-------|----------|----------|---------|----------|-------|------------|
| 00990 | KEMM     | K. Mahar | Partner | \$810.00 | 6.10  | \$4,941.00 |

**Ontario HST 13% (R119440766)**  
On Fees \$642.33

**Total Amount Due \$5,583.33**

E.&O.E.



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## Account Summary and Remittance Form

**June 30, 2022**

Invoice Number 3776324

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                   |
|-------------------------------------|-------------------|
| <b>Fees:</b>                        | <b>\$1,458.00</b> |
| <b>Ontario HST 13% (R119440766)</b> | <b>\$189.54</b>   |
| <b>Total Amount Due</b>             | <b>\$1,647.54</b> |



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**June 30, 2022**

Invoice Number 3776324

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 06/01/2022  | KEMM            | Review of emails;   | 0.10         |
| 06/02/2022  | KEMM            | Email from Judge; email from counsel on timing;   | 0.10         |
| 06/09/2022  | KEMM            | Receive and review parties analysis on claim against Tarn Financial; for ward to Liquidator;                | 0.20         |
| 06/10/2022  | KEMM            | Emails from Justice Koehnen; emails with A. Gadia;  | 0.20         |
| 06/18/2022  | KEMM            | Email exchange with J. Kulathungam;   | 0.10         |
| 06/21/2022  | KEMM            | Review of emails from counsel; email to A. Gadia regarding financial statements;                            | 0.20         |
| 06/28/2022  | KEMM            | Review of emails among counsel; call with A. Gadia regarding information needed for response to His Honour; | 0.60         |
| 06/28/2022  | KEMM            | Review and respond to emails with counsel on submissions for His Honour;                                    | 0.10         |
| 06/30/2022  | KEMM            | Email exchange with A. Gadia; review of emails from counsel;  | 0.20         |
|             |                 | <b>Total Hours</b>  | <b>1.80</b>  |



**Our Fee:** **1,458.00**

| <b>TK ID</b> | <b>Initials</b> | <b>Name</b> | <b>Title</b> | <b>Rate</b> | <b>Hours</b> | <b>Amount</b> |
|--------------|-----------------|-------------|--------------|-------------|--------------|---------------|
| 00990        | KEMM            | K. Mahar    | Partner      | \$810.00    | 1.80         | \$1,458.00    |

**Ontario HST 13% (R119440766)**  
On Fees \$189.54

**Total Amount Due** **\$1,647.54**

E.&O.E.



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## Account Summary and Remittance Form

**December 31, 2022**

Invoice Number 3842553

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                    |
|-------------------------------------|--------------------|
| <b>Fees:</b>                        | <b>\$21,912.50</b> |
| <b>Ontario HST 13% (R119440766)</b> | <b>\$2,848.63</b>  |
| <b>Total Amount Due</b>             | <b>\$24,761.13</b> |



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**December 31, 2022**

Invoice Number 3842553

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 07/06/2022  | KEMM            | Emails with A. Gadia regarding information needed to respond to Judge;  | 0.10         |
| 07/07/2022  | KEMM            | Receive and brief review of financial and HST information for Tarn Financial and Construction; discussion with A. Gadia regarding same;   | 0.30         |
| 07/08/2022  | KEMM            | Emails with A. Gadia regarding CRA account status and information; email to and from Justice Koehnan requesting indulgence given power outage; emails among counsel and Justice Koehnen; receive and review Respondents' response to Justice Koehnen;   | 0.60         |
| 07/11/2022  | KEMM            | Review of emails between Justice Koehnen and counsel; consider Justice Koehnen's additional question and consider response; emails with A. Gadia regarding needing to consider response to Respondent's submissions; consider same; email to Justice Koehnen regarding request for additional time; | 0.70         |
| 07/12/2022  | KEMM            | Call with A. Gadia regarding response to further written submissions from Respondents' counsel; review of emails and reports to consider response;  | 1.30         |
| 07/14/2022  | KEMM            | Emails with A. Gadia regarding issues in additional submission; review of information for response to   | 3.40         |





| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
|             |                 | submissions including claims process, letters to Respondents previously addressing payment of creditor claims of Tarn Construction, HST; consider financial statements; and information and emails that would respond to submissions but wasn't in evidence at Trial; email to P. Shea regarding same; emails on broker claims filed and Liquidators' answers; drafting response; circulate draft to A. Gadia |              |
| 07/15/2022  | KEMM            | Call with A. Gadia on draft response; emails with A. Gadia; email from P. Shea; receive and review claims register; drafting Liquidator's submissions; circulating submissions further emails and calls with A. Gadia regarding same; finalize and send Liquidator's submissions to Justice Koehnen   | 3.30         |
| 07/19/2022  | KEMM            | Receive and review Applicants' further submissions to Justice Koehnen; emails with Liquidator;  | 0.40         |
| 07/21/2022  | KEMM            | Review of emails;   | 0.10         |
| 08/04/2022  | KEMM            | Email from J. Kulathungam regarding financial statements; emails with A. Gadia regarding same; email from P. Shea objecting to use; email from M. Oommen enclosing same; email to J. Kulathungam enclosing financial statements and responding to email; emails P. Shea; further request from J. Kulathungam; emails with M. Oommen and A. Gadia; respond to J. Kulathungam;                                  | 0.60         |
| 08/05/2022  | KEMM            | Receive and review reply submission from Respondents;   | 0.10         |
| 08/07/2022  | KEMM            | Review Reply Submissions of Respondents; email same to A. Gadia; call with A. Gadia regarding suggestion that Liquidator didn't respond to information request; email to J. Kulathungam regarding same;   | 0.40         |
| 08/08/2022  | KEMM            | Emails with J. Kulathungam regarding correcting error in submissions relating to Liquidator productions; receive revised submissions; emails from Justice Koehnen; receive blackline;   | 0.20         |
| 08/09/2022  | KEMM            | Receive Justice Koehnen's decision; emails from P. Shea regarding same; commence review of same;  | 0.50         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
| 08/10/2022  | KEMM            | Review Reasons of Justice Koehnen; call with A. Gadia about analysis and Liquidator review;   | 1.00         |
| 09/15/2022  | KEMM            | Email from P. Shea; email exchange with A. Gadia coordinating meeting to review Koehnen's reason and outstanding issues to conclude matter; email exchange with J. Kulathungam regarding Liquidator's calculation and timing of same; | 0.20         |
| 09/16/2022  | KEMM            | Email from M. Oommen enclosing draft analysis of shareholder loan based on Reasons; - brief review;   | 0.10         |
| 09/19/2022  | KEMM            | Review relevant sections of Reasons in preparation for meeting; meeting with A. Gadia to review draft analysis on shareholder loan of Reasons; discuss issues to address in order to conclude proceedings;                            | 1.50         |
| 09/20/2022  | KEMM            | Email exchange with C. Stanek regarding analysis; email exchange with A. Gadia; regarding timing; email to C. Stanek;   | 0.20         |
| 09/21/2022  | KEMM            | Email exchange with J. Kulathungam; email from M. Oommen enclosing analysis of shareholder loan; review same and email exchange with P. Shea regarding analysis;  | 0.40         |
| 09/22/2022  | KEMM            | Emails and call with A. Gadia on sources and uses report and shareholder loan;  | 0.40         |
| 09/23/2022  | KEMM            | Email from A. Gadia enclosing charts from sources and uses; call with A. Gadia regarding same and impact on shareholder loan amount based on Reasons;   | 0.20         |
| 10/03/2022  | KEMM            | Email from A. Slavens reporting under the Tarion Cash Collateral Procedure Order;   | 0.10         |
| 10/05/2022  | KEMM            | Emails with P. Shea regarding agreement reached between shareholders; request for amounts available and items to be addressed to conclude proceedings;  | 0.20         |
| 10/11/2022  | KEMM            | Letter from J. Kulathungam and emails from P. Shea regarding shareholder loan amounts agreed to be released;  | 0.10         |
| 10/12/2022  | KEMM            | Emails to A. Gadia regarding request for payment of shareholder loan amounts; email exchange with J. Kulathungam; email to P. Shea; emails with a. Gadia coordinating call; review Liquidation Order and call                         | 1.00         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
|             |                 | with A. Gadia to discuss distribution request; call with J. Kulathungam regarding needing direction/authorization; emails with J. Kulathungam; receive and review spreadsheet on shareholder loans from J. Kulathungam;; email from P. Shea on amounts to be distributed; email exchange with A. Gadia;               |              |
| 10/13/2022  | KEMM            | Receive and review draft direction; review emails from P. Shea; emails with A. Gadia; receive and review draft Distribution Analysis;   | 0.30         |
| 10/14/2022  | KEMM            | Call with A. Gadia to review draft distribution analysis and consider unknown amounts and reserves; receive revised distribution analysis and email to Kulathungam and P. Shea enclosing same; receive revised direction from J. Kulathungam; email exchange with P. Shea regarding available funds for distribution; | 0.60         |
| 10/17/2022  | KEMM            | Emails with J. Kulathungam and Liquidator on breakdown of distributions to date;  | 0.20         |
| 10/18/2022  | KEMM            | Review and respond to emails from J Kulathungam regarding prior distributions; email with A. Gadia regarding draft authorization;   | 0.20         |
| 10/20/2022  | KEMM            | Emails from J. Kulathungam and P. Shea; brief call with A. Gadia on direction;  | 0.30         |
| 10/25/2022  | KEMM            | Emails with J. Kulathagam and P. Shea regarding changes to direction; provide comments;   | 0.20         |
| 10/28/2022  | KEMM            | Receive executed direction from shareholder;  | 0.10         |
| 11/01/2022  | KEMM            | Emails to A. Gadia enclosing wire transfer information for Responents' counsel; executed direction; emails with A. Gadia regarding distribution; email to P. Shea for wire transfer information; call to C. Stanek for wire transfer information;   | 0.30         |
| 11/03/2022  | KEMM            | Receive confirmation of wires from Liquidator;  | 0.10         |
| 11/18/2022  | KEMM            | Emails from J. Kulathungam; email from A. Gadia;  | 0.10         |
| 11/22/2022  | KEMM            | Emails with A. Gadia coordinating call to go over final matters to be addressed to terminate proceedings; call with A. Gadia regarding same;  | 0.60         |
| 11/23/2022  | KEMM            | Emails with J. Kulathungam and P. Shea on final steps, bankruptcy of Tarn Construcion and trustee   | 0.20         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>  | <b>Hours</b> |
|-------------|-----------------|---|--------------|
|             |                 | budeget; instructions to A. Stoica regarding preparation of fee affidavit;  |              |
| 11/24/2022  | AS              | Review precedent discharge orders and draft same; draft outline of affidavit of fees.   | 1.00         |
| 11/28/2022  | AS              | Review previous fee affidavit, prepare fee affidavit for discharge motion and review accounts; review fee summary.  | 1.20         |
| 11/28/2022  | KEMM            | Review email from J. Kulathungam regarding cost of Tarn Construction bankruptcy; emails with A. Gadia and respond to same; review draft fee summary and instructions to A.Stoica to reconcile; email exchange regrding same with M. Oommen; emails with A. Gadia;         | 0.40         |
| 11/29/2022  | KEMM            | Email from J. Kulathungam re: fee breakdown; emails with A. Stoica; review breakdown; email to A. Gadia; email breakdown to shareholders' consel; email excchange with P. Shea regarding HST; ;   | 0.40         |
| 11/30/2022  | KEMM            | Receive reply Cost Submissions; emails from J. Kulathungam and P. Shea confirming KPMG fee for Tarn Construction bankruptcy is acceptable;  | 0.10         |
| 12/07/2022  | KEMM            | Email from J. Kulathungam enclosing direction seeking \$7 million dollar distribution; email exchange with A. Gadia to coordinate call to discuss; email to J. Kulathungam regarding same;  | 0.20         |
| 12/13/2022  | PC              | Status call with A. Gadia and K. Mahar;   | 0.30         |
| 12/13/2022  | KEMM            | Email from J. Kulathungam; emails with A. Gadia to coordinate call on distribution request and motion to discharge; review distribution orders to date and liquidation order; email to counsel requesting call to discuss distribution request; emails coordinating call; | 1.20         |
| 12/14/2022  | KEMM            | Emails and call with J. Kulathungam regarding Liquidation Order and solution of Reimbursement Agreement; emails from J. Kulathungam and P. Shea; update A. Gadia; review file and email to same enclosing form of Reimbursement Agreement used for Liquidator Borrowings' | 0.80         |
| 12/19/2022  | KEMM            | Email exchange with A. Gadia; email exchange with J. Kulathungam regarding drafting of Reimbursement  | 0.20         |



| Date               | Initials | Description   | Hours        |
|--------------------|----------|---|--------------|
|                    |          | Agreement;  |              |
| 12/20/2022         | KEMM     | Email from J. Kulathungam enclosing draft Reimbursement Agreement;  | 0.10         |
| 12/21/2022         | KEMM     | Email exchange with A. Gadia; revising reimbursement agreement; email clean and blackline to counsel with timing information from Liquidator; | 1.00         |
| 12/22/2022         | KEMM     | Emails regarding finalizing reimbursement agreement and distributions;  | 0.20         |
| 12/22/2022         | KEMM     | Emails with A. Stoica on court time; emails with A. Gadia regarding same;   | 0.20         |
| 12/23/2022         | KEMM     | Email from Commercial List Office regarding court availability;   | 0.10         |
| <b>Total Hours</b> |          |   | <b>28.00</b> |

**Our Fee: 21,912.50**

| TK ID | Initials | Name      | Title            | Rate     | Hours | Amount      |
|-------|----------|-----------|------------------|----------|-------|-------------|
| 00990 | KEMM     | K. Mahar  | Partner          | \$830.00 | 25.50 | \$21,165.00 |
| 01241 | PC       | P. Corney | Partner          | \$585.00 | 0.30  | \$175.50    |
| 02706 | AS       | A. Stoica | Paraprofessional | \$260.00 | 2.20  | \$572.00    |

**Ontario HST 13% (R119440766)**  
On Fees \$2,848.63

**Total Amount Due \$24,761.13**

E.&O.E.



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## Account Summary and Remittance Form

**April 30, 2023**

Invoice Number 3880988

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

|                                     |                          |
|-------------------------------------|--------------------------|
| <b>Fees:</b>                        | <b>\$7,994.00</b>        |
| <b>Ontario HST 13% (R119440766)</b> | <b>\$1,039.22</b>        |
| <b>Total Amount Due</b>             | <b><u>\$9,033.22</u></b> |



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**April 30, 2023**

Invoice Number 3880988

KPMG Inc.  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Tarn Financial Corporation**  
**Our File No. 0224731.0001**

| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
| 01/04/2023  | AS              | Email to court re motion dates.  | 0.10         |
| 01/04/2023  | KEMM            | Emails with A. Gadia , A. Stoica and the Commercial List Office regarding timing for motion;   | 0.10         |
| 01/06/2023  | KEMM            | Emails to parties regarding court date and email to P. Shea regarding timing;  | 0.10         |
| 01/09/2023  | KEMM            | Email to J. Kulathungam regarding timing for final motion;   | 0.10         |
| 01/10/2023  | KEMM            | Numerous emails with P. Shea and J. Kulathungam regarding final motion and timing and costs issue; call with J. Kulathungam regarding same; receive and review draft letter from J. Kulathungam; receive and review P. Shea comments; emails with A. Gadia; review emails to determine if cost submissions served on us; email to counsel regarding need for cost submissions to respond and view regarding Justice McEwen being seized; | 0.90         |
| 01/11/2023  | KEMM            | Emails with P. Shea and A. Gadia regarding communication to Justice Koehnen;   | 0.20         |
| 01/12/2023  | KEMM            | Email with Commercial List Office;   | 0.10         |
| 01/16/2023  | KEMM            | Call with A. Gadia regarding Applicants' questions and   | 0.50         |



| <b>Date</b> | <b>Initials</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
|             |                 | requests regarding professional fees; review Court Order;  |              |
| 01/23/2023  | KEMM            | Review email from A. Basegmez; call with A. Gadia regarding same;  | 0.30         |
| 02/06/2023  | KEMM            | Email exchange with A. Gadia regarding response to A. Basegmez; consider same; call with A. Gadia regarding same; receive response from A. Gadia to A. Basegmez;                           | 0.50         |
| 02/14/2023  | KEMM            | Emails with J. Kulathungam, P. Shea regarding timing to proceed with discharge motion and costs submissions; Receive costs endorsement and review same;                                    | 0.40         |
| 02/17/2023  | KEMM            | Email from A. Gadia regarding costs endorsement;   | 0.10         |
| 03/09/2023  | KEMM            | Emails and call with A. Gadia to discuss remaining issues in proceedings and cost issue; email to Kulathungam requesting cost submissions; receive and review full set of cost submissions | 1.50         |
| 03/21/2023  | KEMM            | Email exchange with P. Shea; email from A. Basegmez; emails with A. Gadia; email exchange with J. Kulathungam;   | 0.30         |
| 04/05/2023  | KEMM            | Review and respond to emails from P. Shea, A. Gadia and review email from A. Basegmez;   | 0.20         |
| 04/06/2023  | KEMM            | Review and respond to emails with P. Shea, J. Kulathungam and A. Gadia   | 0.20         |
| 04/09/2023  | KEMM            | Review of emails from P. Shea and J. Kulathungam;  | 0.10         |
| 04/11/2023  | KEMM            | Review draft Cost Order; attend call with J. Kulanthungam, P. Shea and A. Gadia regarding scheduling of final motion and fee analysis to be undertaken;                                    | 0.60         |
| 04/17/2023  | AS              | Emails to court re booking final distribution and discharge motion.  | 0.20         |
| 04/17/2023  | KEMM            | Instructions to A. Stoica; emails with Commercial List Office;   | 0.20         |
| 04/19/2023  | SDC             | Review email from A Stoica re: discharge motion and advice; review and consider and email exchanges re reports and re motion; consider and provide advice                                  | 0.50         |





| Date               | Initials | Description   | Hours        |
|--------------------|----------|---|--------------|
|                    |          | and guidance on discharge motion and discharge certificate; research precedent  |              |
| 04/19/2023         | AS       | Review precedents and revise discharge order and notice of motion.  | 2.00         |
| 04/20/2023         | KEMM     | Receive KPMG fee allocations;   | 0.10         |
| 04/21/2023         | KEMM     | Emails with P. Shea and A. Stoica regarding attempts to schedule motion; review emails from Commercial List Office;   | 0.20         |
| 04/23/2023         | KEMM     | Email to P. Shea and J. Kulathungam regarding difficulty with booking court time;   | 0.10         |
| 04/25/2023         | KEMM     | Emails regarding scheduling motion with P. Shea, J. Kulathungam, review comments on draft Order; review KPMG cost allocation;   | 0.50         |
| 04/26/2023         | KEMM     | Attend before Justice McEwen to schedule 2 hour motion; instructions to A. Stoica to prepare commercial list form; received endorsement and review same; emails with parties; | 0.60         |
| 04/27/2023         | KEMM     | Instructions to A. Stoica on review of accounts and preparation of fee allocation;  | 0.20         |
| <b>Total Hours</b> |          |   | <b>10.90</b> |

**Our Fee: 7,994.00**

| TK ID | Initials | Name        | Title            | Rate     | Hours | Amount     |
|-------|----------|-------------|------------------|----------|-------|------------|
| 00990 | KEMM     | K. Mahar    | Partner          | \$875.00 | 8.10  | \$7,087.50 |
| 00994 | SDC      | S. De Caria | Associate        | \$525.00 | 0.50  | \$262.50   |
| 02706 | AS       | A. Stoica   | Paraprofessional | \$280.00 | 2.30  | \$644.00   |

**Ontario HST 13% (R119440766)**  
On Fees \$1,039.22

**Total Amount Due** \$9,033.22  
E.&O.E.

This is Exhibit "B" referred to in the Affidavit of  
Stephanie De Caria sworn May 19, 2023



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*Commissioner for Taking Affidavits (or as may be)*

**SUMMARY OF FEES  
FOR THE PERIOD OF JANUARY 1, 2019 TO APRIL 30, 2023**

| <b>Period</b>            | <b>Fees</b>         | <b>Disbmts.</b>    | <b>HST</b>         | <b>Hours</b> | <b>Average<br/>Hourly<br/>Rate</b> | <b>Total</b>        |
|--------------------------|---------------------|--------------------|--------------------|--------------|------------------------------------|---------------------|
| 01/01/2019 to 12/31/2019 | \$132,500.50        | \$440.00           | \$17,282.27        | 204.50       | \$647.92                           | \$150,222.77        |
| 01/01/2020 to 03/31/2020 | \$41,175.00         | \$0.00             | \$5,352.75         | 87.90        | \$468.43                           | \$46,527.75         |
| 04/01/2020 to 4/30/2020  | \$712.50            | \$0.00             | \$92.63            | 1.10         | \$647.73                           | \$805.13            |
| 05/01/2020 to 5/31/2020  | \$6,532.50          | \$0.00             | \$849.23           | 12.50        | \$522.60                           | \$7,381.73          |
| 06/01/2020 to 6/30/2020  | \$4,420.00          | \$0.00             | \$574.60           | 7.50         | \$589.33                           | \$4,994.60          |
| 07/01/2020 to 12/31/2020 | \$7,087.50          | \$0.00             | \$921.38           | 10.50        | \$675.00                           | \$8,008.88          |
| 01/01/2021 to 6/30/2021  | \$26,271.50         | \$0.00             | \$3,415.30         | 34.40        | \$763.71                           | \$29,686.80         |
| 07/01/2021 to 10/31/2021 | \$33,886.50         | \$0.00             | \$4,405.25         | 45.30        | \$748.05                           | \$38,291.75         |
| 11/01/2021 to 12/31/2021 | \$81,966.00         | \$12,230.00        | \$12,203.88        | 142.50       | \$575.20                           | \$106,399.88        |
| 02/01/2022 to 3/31/2022  | \$729.00            | \$11.00            | \$94.77            | 0.90         | \$810.00                           | \$834.77            |
| 04/01/2022 to 4/30/2022  | \$8,100.00          | \$0.00             | \$1,053.00         | 10.00        | \$810.00                           | \$9,153.00          |
| 05/01/2022 to 5/30/2022  | \$4,941.00          | \$0.00             | \$642.33           | 6.10         | \$810.00                           | \$5,583.33          |
| 01/06/2022 to 6/30/2022  | \$1,458.00          | \$0.00             | \$189.54           | 1.80         | \$810.00                           | \$1,647.54          |
| 07/01/2022 to 12/31/2022 | \$21,912.50         | \$0.00             | \$2,848.63         | 28.00        | \$782.59                           | \$24,761.13         |
| 01/01/2023 to 04/30/2023 | \$7,994.00          | \$0.00             | \$1,039.22         | 10.90        | \$1,039.22                         | \$9,033.22          |
| <b>Total</b>             | <b>\$379,686.50</b> | <b>\$12,681.00</b> | <b>\$50,964.78</b> | <b>603.9</b> | <b>\$628.72</b>                    | <b>\$443,332.28</b> |

This is Exhibit "C" referred to in the Affidavit of  
Stephanie De Caria sworn May 2023



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*Commissioner for Taking Affidavits (or as may be)*

**BILLING RATES OF MILLER THOMPSON LLP  
FOR THE PERIOD OF JANUARY 1, 2019 TO APRIL 30, 2023**

| <b>TIMEKEEPER</b>  | <b>HOURLY RATE</b> | <b>YEAR OF CALL</b> |
|--------------------|--------------------|---------------------|
| Kyla Mahar         | \$730.00 (2019)    | 2001                |
|                    | \$750.00 (2020)    |                     |
|                    | \$775.00 (2021)    |                     |
|                    | \$810.00 (2022)    |                     |
|                    | \$830.00 (2022)    |                     |
|                    | \$875.00 (2023)    |                     |
| Gregory Azeff      | \$725.00 (2020)    | 2002                |
| Lisa Goodfellow    | \$675.00 (2019)    | 1993                |
| Patrick Corney     | \$585.00 (2022)    | 2014                |
| Lisa Filgiano      | \$525.00 (2019)    | 2008                |
| Paul Guaragna      | \$400.00 (2019)    | 2012                |
| Stephanie De Caria | \$350.00 (2019)    | 2015                |
|                    | \$375.00 (2020)    |                     |
|                    | \$525.00 (2023)    |                     |
| Eduard Popov       | \$305.00 (2019)    | 2018                |
| Jessie Chau        | \$265.00 (2019)    | Paraprofessional    |
| Alina Stoica       | \$200.00 (2019)    | Paraprofessional    |
|                    | \$200.00 (2020)    |                     |
|                    | \$220.00 (2021)    |                     |
|                    | \$260.00 (2022)    |                     |
|                    | \$280.00 (2023)    |                     |

VOLKAN BASEGMEZ ET AL  
Applicants and ALI AKMAN ET AL.  
Respondents

Court File No: CV-17-11697-00CL

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

Proceeding commenced at Toronto

**AFFIDAVIT OF STEPHANIE DE CARIA  
(Sworn MAY 19, 2023)**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

**Kyla Mahar LSO#: 44182G**

Tel: 416.597.4303 / Fax: 416.595.8695

**Stephanie De Caria LSO#: 68055L**

Tel: 416.595.2652 / Fax: 416.595.8695

Lawyers for KPMG Inc., in its capacity as court-  
appointed Liquidator of Tarn Financial  
Corporation

Volkan Basegmez et al.  
Applicants

and Ali Akman et al.  
Respondents

Court File No.: CV-17-11697-0000

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

Proceeding commenced at Toronto

**NINTH REPORT OF KPMG INC. in its capacity as  
LIQUIDATOR OF TARN FINANCIAL CORPORATION  
and  
SEVENTH REPORT OF KPMG INC. in its capacity as  
RECEIVER OF TARN CONSTRUCTION CORPORATION**

**May 19, 2023**

**MILLER THOMSON LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

**Kyla Mahar LSUC#: 44182G**  
Tel: 416.597.4303 / Fax: 416.595.8695

**Stephanie De Caria LSUC#: 68055L**  
Tel: 416.595.2652 / Fax: 416.595.8695

Lawyers for KPMG Inc., in its capacity as  
Liquidator of Tarn Financial Corporation.

## TAB 3



**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. ) TUESDAY, THE 30TH  
 )  
JUSTICE MCEWEN ) DAY OF MAY, 2023  
 )

B E T W E E N:

VOLKAN BASEGMEZ, CEM BLEDA BASEGMEZ, ANIL RUKAN BASEGMEZ,  
BA&B CAPITAL INC., SERDAR KOCTURK  
and KAAAN HOLDINGS INC.

**Applicants**

– and –

ALI AKMAN, SAMM CAPITAL HOLDINGS INC.  
and TARN FINANCIAL CORPORATION

**Respondents**

**ORDER**

**(Re: Approval of Activities, Conduct, and Fees, Bankruptcy of Tarn Construction Corporation, Discharge of Receiver, Dissolution of Tarn Financial Corporation, Final Distribution and Discharge of Liquidator)**

**THIS MOTION**, made by KPMG Inc. (“**KPMG**”), in its capacity as Court-appointed Liquidator (in such capacity, the “**Liquidator**”) of the effects and estate of Tarn Financial Corporation (“**Tarn Financial**”), pursuant to section 207 of the *Ontario Business Corporations Act* (“**OBCA**”) and appointed pursuant to the Winding Up Order of Justice Lederman dated September 15, 2017 (the “**Winding Up Order**”) which appointment was effective on September 25, 2017 (the “**Winding Up Proceedings**”), and as Court-appointed Receiver (the “**Receiver**”) of

the property, assets and undertakings of Tarn Construction Corporation (“**Tarn Construction**”), pursuant to the Receivership Order of Justice McEwen dated April 13, 2018 (the “**Receivership Proceedings**”), for an order:

- (a) approving the activities and conduct of the Liquidator and the Receiver as set out in the Ninth Report of the Liquidator and the Seventh Report of the Receiver dated May 19, 2023 (the “**Ninth Report**”);
- (b) approving the fees and disbursements of the Liquidator and the Receiver and the legal fees and disbursements of the Liquidator’s and the Receiver’s counsel, Miller Thomson LLP (“**MT**”) for the period of January 1, 2019 to April 30, 2023 (the “**Fee Period**”), as well as an accrual for fees and disbursements of the Liquidator and the Receiver and the Liquidator’s and Receiver’s counsel, to be incurred to the completion of the Winding Proceedings and the Receivership Proceedings (the “**Fee Accrual**”);
- (c) granting leave and authorizing the Receiver to assign Tarn Construction into bankruptcy and authorizing KPMG to act as trustee in bankruptcy of Tarn Construction (the “**Trustee in Bankruptcy**”);
- (d) discharging KPMG as Receiver of Tarn Construction effective upon the filing of a certificate by the Receiver certifying that all matters to be attended to in connection with the receivership of Tarn Construction have been completed to the satisfaction of the Receiver, in substantially the form attached hereto as Schedule “A” (the “**Receiver Discharge Certificate**”);
- (e) releasing KPMG as Receiver of Tarn Construction from any and all liability, as set out in paragraph 10 of this Order;

- (f) approving, *nunc pro tunc*, the distributions made by the Liquidator of proceeds from the estate of Tarn Financial to BA&B Capital Inc. (“**BA&B**”), KAAN Holdings Inc. (“**KAAN**”) and SAMM Capital Holdings Inc. (“**SAAM**” and collectively with BA&B and KAAN, the “**Shareholders**”);
- (g) authorizing and directing the Liquidator to establish a reserve fund (the “**Reserve**”) as described in the Ninth Report;
- (h) approving the distribution by the Liquidator of the remaining proceeds available in the estate of Tarn Financial to the Shareholders;
- (i) dissolving Tarn Financial effective upon the filing of a certificate by the Liquidator in substantially the form attached hereto as Schedule “B” (the “**Dissolution Certificate**”);
- (j) authorizing the Liquidator to dispose of any books and records of Tarn Financial that are not required to be retained, and ordering the Liquidator to retain custody of the Tarn Financial accounting books and records for a minimum period of five (5) years from the date of Tarn Financial’s dissolution;
- (k) discharging KPMG as Liquidator of the estate and effects of Tarn Financial effective upon the filing of a certificate by the Liquidator certifying that all matters to be attended to in connection with the winding-up of Tarn Financial have been completed to the satisfaction of the Liquidator, in substantially the form attached hereto as Schedule “C” (the “**Liquidator’s Discharge Certificate**”); and
- (l) releasing KPMG as Liquidator of Tarn Financial from any and all liability, as set out in paragraph 18 of this Order,

was heard this day at 330 University Avenue, Toronto, Ontario,

**ON READING** the Ninth Report of the Liquidator and Seventh Report of the Receiver dated May 19, 2023 (the “**Ninth Report**”) including the fee affidavit of Anamika Gadia of KPMG sworn May 18, 2023 and the fee affidavit of Stephanie De Caria of Miller Thomson sworn May 19, 2023 (the “**Fee Affidavits**”), and on hearing the submissions of counsel for the Liquidator and the Receiver, the Applicants and the Respondents no one else appearing although served as evidenced by the Affidavit of Alina Stoica sworn May ●, 2023, filed;

### **SERVICE AND DEFINED TERMS**

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today, and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the Winding Up Order and the Ninth Report.

### **BANKRUPTCY OF TARN CONSTRUCTION**

3. **THIS COURT ORDERS** that the Receiver is hereby granted leave and authorized to assign Tarn Construction into bankruptcy, and KPMG is hereby authorized to act as the Trustee in Bankruptcy of Tarn Construction.
4. **THIS COURT ORDERS** that the Liquidator shall set aside and hold \$25,000 in trust from the proceeds of Tarn Financial for payment of the fees and disbursements of the Trustee in Bankruptcy, and if any amounts remain after payment of the fees and disbursement of the

Trustee in Bankruptcy then the Liquidator shall distribute the remaining amount to the Shareholders of Tarn Financial in accordance with the distribution approved herein.

#### **APPROVAL OF THE LIQUIDATOR'S AND THE RECEIVER'S ACTIVITIES**

5. **THIS COURT ORDERS** that the Ninth Report and the conduct and activities of the Liquidator and the Receiver, as set out in the Ninth Report, are hereby approved, provided, however, that only the Liquidator and the Receiver, in their personal capacity and only with respect to their own personal liability, shall be entitled to rely upon or utilize, in any way, such approvals.

#### **APPROVAL OF FEES AND DISBURSEMENTS**

6. **THIS COURT ORDERS** that the fees and disbursements of the Liquidator and the Receiver and the Liquidator's and Receiver's counsel, Miller Thomson, including the Fee Accrual to conclude the Winding Up Proceedings and Receivership Proceedings, as set out in the Ninth Report and the Fee Affidavits, be and are hereby approved.

#### **APPROVAL OF RECEIPTS AND DISBURSEMENTS**

7. **THIS COURT ORDERS** that the Liquidator's final statement of receipts and disbursements as set out in the Ninth Report be and is hereby approved.

#### **APPROVAL OF RESERVE**

8. **THIS COURT ORDERS** that the Liquidator is hereby authorized and directed to establish the Reserve set out in the Ninth Report and to pay amounts out of the Reserve as contemplated in the Ninth Report, as and when due.

## **RECEIVER'S DISCHARGE AND RELEASE**

9. **THIS COURT ORDERS** that upon the Receiver filing the Receiver's Discharge Certificate with the Court certifying that it has completed the other activities described in the Ninth Report, KPMG shall be discharged as Receiver of the undertaking, property and assets of Tarn Construction, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of KPMG in its capacity as Receiver.

10. **THIS COURT ORDERS AND DECLARES** that KPMG is hereby released and discharged from any and all liability that KPMG now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of KPMG while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, KPMG is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

## **APPROVAL OF DISTRIBUTIONS AND FINAL DISTRIBUTION**

11. **THIS COURT ORDERS** that the distributions made by the Liquidator to the Shareholders: (a) on or about November 2, 2023 in the amount of \$2,653,000 in full and final repayment of each of their outstanding shareholder loans; and (b) on or about December 22, 2022 in the amount of \$7,000,000 rateably according to their rights and interests in Tarn

Financial being 40% to BA&B, 40% to SAMM and 20% to KAAN, be and are hereby approved (the “**Shareholders’ Rights and Interests in Tarn Financial**”), *nunc pro tunc*.

12. **THIS COURT ORDERS** that, after: (a) payment of the fees and disbursements of the Liquidator and its counsel, Miller Thomson, approved herein; and (b) setting aside and holding the Reserve in trust to be used to fund the amounts if and when due as described in the Ninth Report, the Liquidator shall pay the monies remaining in its hands to the Shareholders rateably according to the Shareholders’s Rights and Interests in Tarn Financial.

13. **THIS COURT ORDERS** that, any amounts remaining in the Reserve after the Liquidator has fully and finally addressed all matters to be addressed as set out in the Ninth Report shall thereafter be paid to the Shareholders rateably according to the Shareholders’ Rights and Interests in Tarn Financial.

#### **DISSOLUTION**

14. **THIS COURT ORDERS** that Tarn Financial be and is hereby dissolved effective as of the date of the filing of Dissolution Certificate by the Liquidator with the Court.

15. **THIS COURT ORDERS** that the Liquidator shall send a certified copy of this Order along with a certified the filed Dissolution Certificate to the Director under the OBCA within ten (10) days of filing the Dissolution Certificate with the Court.

16. **THIS COURT ORDERS AND DIRECTS** that the Liquidator be and is hereby authorized to dispose of any books and records of Tarn Financial that are not required to be retained and shall retain custody of the Tarn Financial accounting books and records for a minimum period of seven (7) years from the date of Tarn Financial’s dissolution.

#### **DISCHARGE AND RELEASE OF THE LIQUIDATOR**

17. **THIS COURT ORDERS** that upon the Liquidator filing the Liquidator's Discharge Certificate with the Court certifying that it has completed the other activities described in the Ninth Report and as set out in this Order, the Liquidator shall be discharged of the estate and effects of Tarn Financial, provided however that notwithstanding its discharge herein (a) the Liquidator shall remain Liquidator for the performance of such incidental duties as may be required to complete the administration of the proceedings herein, and (b) the Liquidator shall continue to have the benefit of the provisions of all Orders made in this Proceeding, including all approvals, protections and stays of proceedings in favour of KPMG in its capacity as Liquidator.

18. **THIS COURT ORDERS AND DECLARES** that KPMG is hereby released and discharged from any and all liability that KPMG now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of KPMG while acting in its capacity as Liquidator herein, save and except for any gross negligence or wilful misconduct on the Liquidator's part. Without limiting the generality of the foregoing, KPMG is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within these proceedings, save and except for any gross negligence or wilful misconduct on the Liquidator's part.

#### **GENERAL**

19. **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 Liquidator and the Receiver and each of their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Liquidator and the Receiver, as an officer of this Court, as may be necessary or desirable to give



effect to this Order or to assist the Liquidator and the Receiver and each of their agents in carrying out the terms of this Order.

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

21. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date it is made, and is enforceable without any need for entry and filing.

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**SCHEDULE “A”**

**RECEIVER’S DISCHARGE CERTIFICATE**

CV-17-11697-00CL

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

BETWEEN:

VOLKAN BASEGMEZ, CEM BLEDA BASEGMEZ, ANIL RUKAN BASEGMEZ,  
BA&B CAPITAL INC., SERDAR KOCTURK  
and KAAH HOLDINGS INC.

**Applicants**

– and –

ALI AKMAN, SAMM CAPITAL HOLDINGS INC.  
and TARN FINANCIAL CORPORATION

**Respondents**

**RECEIVER’S DISCHARGE CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated September 15, 2017, KPMG Inc. (“**KPMG**”) was appointed as Liquidator (the “**Liquidator**”) of the effects and estate of Tarn Financial Corporation (“**Tarn Financial**”) pursuant to section 207 of the *Ontario Business Corporations Act* and appointed pursuant to the Winding Up Order of Justice Lederman dated September 15, 2017 (the “**Winding Up Order**”) which appointment was effective on September 25, 2017.

B. Pursuant to an Order of the Court dated April 13, 2018 (the “**Receivership Order**”) KPMG was appointed as Receiver (the “**Receiver**”) of the effects and estate of Tarn Construction Corporation (“**Tarn Construction**”).

C. Pursuant to an Order of the Court dated May 30, 2023 (the “**Discharge Order**”), KPMG was discharged as Receiver of Tarn Construction, to be effective upon the Receiver filing with

the Court a certificate confirming that the Receiver has completed all matters to be attended to in connection with the receivership proceeding to the satisfaction of the Receiver, as set out in the Ninth Report of the Liquidator and Seventh Report of the Receiver dated May 30, 2023 (the “**Ninth Report**”).

**THE RECEIVER CERTIFIES** the following:

1. All matters to be attended to in connection with the receivership of Tarn Construction, as set out in the Ninth Report, have been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at [Time] on [Date].

**KPMG Inc.**, in its capacity as Court-appointed Receiver of Tarn Construction Corporation, and not in its personal or corporate capacity

Per: \_\_\_\_\_  
Name: Anamika Gadia  
Title: Senior Vice President

**SCHEDULE “B”**

**DISSOLUTION CERTIFICATE**

CV-17-11697-00CL

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

BETWEEN:

VOLKAN BASEGMEZ, CEM BLEDA BASEGMEZ, ANIL RUKAN BASEGMEZ,  
BA&B CAPITAL INC., SERDAR KOCTURK  
and KAAH HOLDINGS INC.

**Applicants**

– and –

ALI AKMAN, SAMM CAPITAL HOLDINGS INC.  
and TARN FINANCIAL CORPORATION

**Respondents**

**DISSOLUTION CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated September 15, 2017, KPMG Inc. (“**KPMG**”) was appointed as Liquidator (“**Liquidator**”) of the effects and estate of Tarn Financial Corporation (“**Tarn Financial**”) pursuant to section 207 of the *Ontario Business Corporations Act* and appointed pursuant to the Winding Up Order of Justice Lederman dated September 15, 2017 (the “**Winding Up Order**”) which appointment was effective on September 25, 2017.

B. Pursuant to an Order of the Court dated May 30, 2023 (the “**Discharge Order**”), the Court ordered the dissolution of Tarn Financial effective as of the date of the filing of this Dissolution Certificate by the Liquidator with the Court.

This Certificate was delivered by the Receiver at [Time] on [Date].

**KPMG Inc.**, in its capacity as Court-appointed  
Liquidator of Tarn Financial Corporation and  
not in its personal or corporate capacity

Per: \_\_\_\_\_  
Name: Anamika Gadia  
Title: Senior Vice President

**SCHEDULE “C”**

**LIQUIDATOR’S DISCHARGE CERTIFICATE**

CV-17-11697-00CL

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

BETWEEN:

VOLKAN BASEGMEZ, CEM BLEDA BASEGMEZ, ANIL RUKAN BASEGMEZ,  
BA&B CAPITAL INC., SERDAR KOCTURK  
and KAAH HOLDINGS INC.

**Applicants**

– and –

ALI AKMAN, SAMM CAPITAL HOLDINGS INC.  
and TARN FINANCIAL CORPORATION

**Respondents**

**LIQUIDATOR’S DISCHARGE CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated September 15, 2017, KPMG Inc. (“**KPMG**”) was appointed as Liquidator (the “**Liquidator**”) of the effects and estate of Tarn Financial Corporation (“**Tarn Financial**”) pursuant to section 207 of the *Ontario Business Corporations Act* and appointed pursuant to the Winding Up Order of Justice Lederman dated September 15, 2017 (the “**Winding Up Order**”) which appointment was effective on September 25, 2017.

B. Pursuant to an Order of the Court dated April 13, 2018 (the “**Receivership Order**”) KPMG was appointed as Receiver of the effects and estate of Tarn Construction Corporation (“**Tarn Construction**”) (the “**Receiver**”).

C. Pursuant to an Order of the Court dated May 30, 2023 (the “**Discharge Order**”), KPMG was discharged as Liquidator of Tarn Financial, to be effective upon the Liquidator filing with

the Court a certificate confirming that the Liquidator has completed all matters to be attended to in connection with the winding up proceeding to the satisfaction of the Liquidator, as set out in the Ninth Report of the Liquidator and Seventh Report of the Receiver dated May 30, 2023 (the “**Ninth Report**”).

**THE LIQUIDATOR CERTIFIES** the following:

2. All matters to be attended to in connection with the winding up of Tarn Financial, as set out in the Ninth Report, have been completed to the satisfaction of the Liquidator.

This Certificate was delivered by the Liquidator at [Time] on [Date].

**KPMG Inc.**, in its capacity as Court-appointed  
Liquidator of Tarn Financial Corporation and  
not in its personal or corporate capacity

Per: \_\_\_\_\_  
Name: Anamika Gadia  
Title: Senior Vice President

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE -**  
**COMMERCIAL LIST**  
Proceeding commenced at Toronto

**ORDER**  
**(MAY 30, 2023)**

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Lawyers for KPMG Inc., in its capacity as court-  
appointed Liquidator of Tarn Financial  
Corporation and court-appointed Receiver of Tarn  
Construction.



Volkan Basegmez et al.  
Applicants

and Ali Akman et al.  
Respondents

Court File No.: CV-17-11697-0000

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

Proceeding commenced at Toronto

**MOTION RECORD  
(RETURNABLE MAY 30, 2023)**

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Liquidator of Tarn Financial Corporation.