

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

WEIWEI GAO

Applicants

– and –

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

**MOTION RECORD
(returnable February 14, 2019)**

DATE: February 8, 2019

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Tab 1

Court File No. C-100/18

**ONTARIO
SUPERIOR COURT OF JUSTICE**

WEIWEI GAO

Applicants

– and –

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

**NOTICE OF MOTION
(returnable February 14, 2019)**

MNP Ltd. in its capacity as the Court-appointed liquidator (the “**Liquidator**”) of the undertaking, property and assets of WG Vineyard Niagara Inc. (“**WG Vineyard**”) and WG Domaine Niagara Inc. (“**WG Domaine**” and together with WG Vineyard, the “**Companies**” or the “**Respondents**”), will make a motion to a judge at 85 Frederick St. Kitchener, Ontario, on **Thursday, February 14, 2019 at 10:00 a.m.** or as soon as after that time as the motion can be heard.

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

in writing under subrule 37.12.1(1) because it is made without notice;

in writing as an opposed motion under subrule 37.12.1(4); or

orally.

THE MOTION IS FOR AN ORDER:

- (a) abridging the time for service of the Notice of Motion and Motion Record in respect of this motion and dispensing with further service thereof;
- (b) approving the sale transaction contemplated by an agreement of purchase and sale (the “**APS**”) between the Liquidator and Jenkins Vineyards Niagara Inc. (the “**Purchaser**”) made as of October 31, 2018, as amended, and vesting in the Purchaser the right, title and interest of the property located at 1123 Four Mile Creek Road, Niagara-on-the-Lake, Ontario (the “**Four Mile Creek Property**”);
- (c) approving the Second Report of the Liquidator dated February 7, 2019 (the “**Second Report**”) and the activities of the Liquidator set out therein;
- (d) approving the Liquidator’s fees and disbursements, including the fees and disbursements of its legal counsel, Goldman Sloan Nash & Haber LLP (“**GSNH**”);
- (e) sealing Confidential Appendices A, B, C, D, E and F to the Second Report; and
- (f) such further and other relief as counsel may request and this Honourable Court deem just;

THE GROUNDS FOR THE MOTION ARE:**Background**

- (a) on April 5, 2018, MNP was appointed pursuant to the Appointment Order as Liquidator of all the assets, undertakings and properties of WG Vineyard and WG Domaine, carrying on business at the Four Mile Creek Property and the property located at 1100 Progressive Avenue, Niagara-on-the-Lake, Ontario (collectively the “**Properties**”);
- (b) on June 27, 2018, the Court issued two orders for the approval of, *inter alia*:
 - (i) the sale transaction contemplated by an agreement of purchase and sale between the Liquidator and 1074127 Ontario Limited in respect of the Progressive Property;

- (ii) the proposed realization strategy for the Four Mile Creek Property (the “**Marketing Process**”); and
 - (iii) the Liquidator entering into a listing agreement with Colliers International Niagara Ltd. (“**Colliers**”) in respect of the Four Mile Creek Property;
- (c) the Properties are adjacent properties and separated by a road allowance;

The Four Mile Creek Property

- (d) the Four Mile Creek Property is owned by WG Vineyard, and is an income generating agricultural property situated on a 40.5-acre site which includes:
- (i) an income producing farm/vineyard;
 - (ii) a detached bungalow with a single tenant paying storage costs of \$150 per month and has agreed to visit the Four Mile Creek Property weekly and landscape, as necessary;
 - (iii) an equipment shed;
 - (iv) a pole barn; and
 - (v) a two-storey converted fourplex, with three residential tenants occupying three of the four units in the fourplex, paying rent of \$650 and \$800 per month, depending on the size of the unit occupied;
- (e) at the date of appointment, the Four Mile Creek Property was subject to a two-paragraph lease (the “**Farm Lease**”) between WG Vineyard and 1340210 Ontario Ltd. (the “**Farm Tenant**”) dated March 9, 2018 and appeared to be in respect of the 2018 growing season only;
- (f) upon reviewing the Farm Lease and meeting the parties to that lease, the Liquidator determined it advantageous to clarify the terms of the Farm Lease and negotiated the terms of an amended lease dated June 6, 2018 (the “**Amended Farm Lease**”);

- (g) the Amended Farm Lease expired on the earlier of the (i) final regular harvesting of the grapes from the 2018 crop year by the Tenant and all applicable winter preparations for the vines on the Rented Lands; and (ii) December 15, 2018 (“**Amended Lease Expiry**”);
- (h) notwithstanding the terms of the Amended Farm Lease, the Farm Tenant: (i) has not paid the final rent payment which was due on November 1, 2018 (the “**Final Rent**”); and (ii) did not vacate the Four Mile Creek Property by December 15, 2018;
- (i) the Farm Tenant is asserting a right of set-off against the Final Rent in respect of certain expenses incurred that it believes are WG Vineyard’s responsibility and in addition, claimed to be unaware of the Amended Farm Expiry;
- (j) after a series of discussions between the Farm Tenant and the Liquidator which concluded on December 20, 2018 with the understanding that: (i) the Farm Tenant acknowledged the Amended Lease Expiry; (ii) the Liquidator would not be renewing the Amended Farm Lease; (iii) the Farm Tenant agreed to vacate the Four Mile Creek Property upon receiving seven (7) days’ notice from the Liquidator;
- (k) subsequently, the Farm Tenant agreed to vacate the Four Mile Creek Property by January 31, 2019 and has since removed itself from the Four Mile Creek Property;

Marketing Process and Sale Transaction

- (l) the approved Marketing Process of the Four Mile Creek Property was launched on July 23, 2018 and was conducted by the Liquidator, with Colliers as its agent to carry out a traditional “list and sell” approach;
- (m) to expedite the Marketing Process and submission of offers, the Liquidator with the assistance its counsel, Goldman Sloan Nash & Haber LLP (“**GSNH**”), prepared a form of offer agreement to reflect the circumstances of the Liquidator’s appointment and the status of the Four Mile Creek Property, in particular:

- (i) the Four Mile Creek Property was being sold on an “as is, where is” basis with no representations or warranties by the Liquidator regarding the status or condition of the Properties; and
- (ii) each offer was required to include a deposit by way of certified cheque or bank draft for no less than \$100,000;
- (n) Colliers frequently reported to the Liquidator on its marketing activities related to the Four Mile Creek Property;
- (o) a total of four (4) offers for the Four Mile Creek Property were submitted;
- (p) the Marketing Process culminated in the Liquidator negotiating and entering into the APS with Quinton Jeronimo Jenkins, Gordon Ernest Jenkins and Ruth Anne Jenkins (collectively, the “**Original Purchaser**”), which was subject to various conditions (“**Conditions**”) favourable to the Purchaser relating to finalizing financing and insurance to be satisfied or waived over a 25 business-day period;
- (q) given the holiday season, the period to satisfy the Conditions was extended until January 23, 2019;
- (r) on January 23, 2019, the Purchaser waived the Conditions and concurrently assigned the APS from the Original Purchaser to the Purchaser;
- (s) the key terms of the APS include, among other things:
 - (ii) a deposit equal to ten percent of the purchase price has been paid to the Liquidator;
 - (iii) the Purchaser is acquiring the Property on an “as is, where is” basis;
 - (iv) the Purchaser’s agreement that the Lands, as defined in the APS, are subject to the Farm Lease and that no adjustment will be made on closing in respect of the Farm Lease;

- (v) the Four Mile Creek Transaction will close on the tenth day following the date on which the Approval and Vesting Order is granted, or such other date as agreed between the Vendor and Purchase, in writing; and
- (vi) should the Approval and Vesting Order be obtained by February 15, 2019 and not be appealed and/or there is no proceeding commenced to restrain or prevent the completion of the Four Mile Creek Transition, the Purchaser shall close the Four Mile Creek Transaction by no later than March 1, 2019;

Sealing of Confidential Exhibits

- (t) given the sensitive nature of the information and possible prejudice to any future sale process of the Four Mile Creek Property should the transaction contemplated by the APS not close, the details of the reporting letters from Colliers to the Liquidator regarding the Marketing Process, the APS and current property appraisals are contained in Confidential Appendices A through F to the Second Report, which the Liquidator asks be sealed pending the closing of the sale transaction as evidenced by a Liquidator's Certificate;

Liquidator's Report, Activities and Fees

- (u) the Second Report sets out the activities of the Liquidator and provides useful information to the Court;
- (v) the fees and disbursements of the Liquidator from June 13, 2018 to January 31, 2019 total \$74,716.82, inclusive of HST;
- (w) the fees of the Liquidator are fair and reasonable and justified in the circumstances, and accurately reflect the work completed by the Liquidator;
- (x) the fees and disbursements of GSNH, legal counsel to the Liquidator, from June 11, 2018 to January 31, 2019 total \$42,660.19, inclusive of HST;
- (y) the fees of GSNH are fair and reasonable and justified in the circumstances, and accurately reflect the work completed on behalf of the Liquidator by GSNH;

- (z) the activities of the Liquidator have been in accordance with the Appointment Order and have provided assistance to the Court;

General

- (aa) Rules 3 and 37 of the *Rules of Civil Procedure*; and
- (bb) such further and other grounds as counsel may advise and this Honourable Court permit.

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

- (a) the Second Report of the Liquidator; and
- such further and other evidence as counsel may advise and this Honourable Court may permit.

February 7 , 2019

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TO: The Attached Service List

WEIWEI GAO
Applicant

- and -

WG VINEYARD NIAGARA INC. et al
Respondents

Court File No. C-100/18

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Kitchener

NOTICE OF MOTION
(returnable February 14, 2019)

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appointed liquidator of WG Vineyard Niagara Inc. and
WG Domaine Niagara Inc.

Tab 2

Court File No. C-100/18

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

WEIWEI GAO

Applicants

– and –

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

SECOND REPORT OF THE LIQUIDATOR
FEBRUARY 7, 2019

INTRODUCTION AND PURPOSE

1. On April 5, 2018, MNP Ltd. (the “**Liquidator**”) was appointed, pursuant to an order made by the Ontario Superior Court of Justice (the “**Appointment Order**”), as Liquidator of all of the assets, undertakings and properties of WG Vineyard Niagara Inc. (“**WG Vineyard**”) and WG Domaine Niagara Inc. (“**WG Domaine**” and together with WG Vineyard, collectively the “**Companies**”), carrying on business at 1123 Four Mile Creek Road, Niagara-on-the-Lake, Ontario (the “**Four Mile Creek Property**”) and 1100 Progressive Avenue, Niagara-on-the-Lake, Ontario. (the “**Progressive Property**”, and together with the Four Mile Creek Property, collectively the “**Properties**”). A copy of the Appointment Order, and related endorsement, dated March 27, 2018 (the “**Endorsement**”), are collectively attached as **Appendix “A”**.

2. The Appointment Order is dated March 27, 2018 and is effective from March 26, 2018 (the “**Effective Date**”). The Endorsement states “Therefore, an independent liquidator shall be appointed to wind up the two subject corporations. I am therefore prepared to sign the draft order attached to this endorsement as Schedule “A”. Before doing so, I would request that both parties confer with each other and email to the Court at Kitchener.Superior.Court@ontario.ca to confirm whether or not the order requires any minor amendments.”
3. After the issuance of the Endorsement, the parties made minor revisions to the draft Appointment Order, which order was entered and issued on April 5, 2018. Notwithstanding the Effective Date, the Liquidator commenced its activities on April 5, 2018 after receiving the signed Appointment Order.
4. On June 15, 2018, the Liquidator filed its first report to the Court (the “**First Report**”). At the hearing held on June 27, 2018, the Court issued two (2) orders approving the following, *inter alia*:
 - a. The sale transaction (the “**Progressive Sales Transaction**”) contemplated by an agreement of purchase and sale between the Liquidator and 1074127 Ontario Limited;
 - b. The proposed realization strategy (the “**Marketing Process**”) for the Four Mile Creek Property;
 - c. Liquidator’s activities described in the First Report;
 - d. The interim fees and disbursements of the Liquidator and Goldman Sloan Nash & Haber LLP (“**GSNH**”), legal counsel of the Liquidator; and
 - e. The Liquidator entering into a listing agreement with Colliers International Niagara Ltd. (“**Colliers**”) in respect of the Four Mile Creek Property.

A copy of the June 27th Orders are collectively attached as **Appendix “B”**.

5. The Appointment Order together with other Court and statutory reports have been posted to the Liquidator's website (the "**WG Case Website**"), which can be found at: <http://mnpdebt.ca/en/corporate/engagements/wg-vineyard-niagara-inc-and-wg-domaine-niagara-inc>.
6. The purpose of this Report is to provide the Court with information in respect of:
 - a. the Liquidator's activities since the date of the First Report;
 - b. the results of the Marketing Process; and
 - c. the Liquidator's request that this Court issue the following orders:
 - i. authorizing and directing the Liquidator to enter into and carry out the terms of the APS (defined below), and vesting title in and to the Property in Jenkins Vineyards Niagara Inc. (the "**Purchaser**"), upon the closing of the transaction (the "**Four Mile Creek Transaction**") contemplated by the APS;
 - ii. sealing the confidential appendices described below until the Liquidator files a certificate confirming that the Four Mile Creek Transaction has been completed;
 - iii. approving the Liquidator's interim fees and disbursements since the First Report, including the fees and disbursements of GSNH;
 - iv. approving the conduct and activities of the Liquidator as described herein; and
 - v. such other relief as the Court deems just.

TERMS OF REFERENCE

7. In preparing the Report, the Liquidator has relied on information (the "**Information**") regarding the Properties:

- a. contained in the Application Record in this proceeding, dated January 24, 2018;
 - b. contained in the Responding Application Record in this proceeding, dated March 6, 2018;
 - c. provided by the Companies and their counsel;
 - d. provided by Di Mu, the son of the Applicant, who previously had been involved in the day to day management of the Companies;
 - e. provided by Grape Growers of Ontario;
 - f. provided by counsel for Sunnyways Investment Inc. (“**Sunnyways**”);
 - g. provided by Colliers; and
 - h. information otherwise made available or provided to the Liquidator and/or its counsel.
8. Except as described in this Report, the Liquidator has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada.

BACKGROUND

9. WG Vineyard and WG Domaine were each incorporated pursuant to the laws of the Province of Ontario on January 20, 2015.
10. WG Vineyard and WG Domaine acquired the Properties on March 9, 2015. The Properties are adjacent to each other and separated by a road allowance.
11. The Applicant owns 51% of the shares of the Companies. The other 49% is held by the Estate of Zhendong Wang.

ACTIVITIES OF THE LIQUIDATOR

12. Since the First Report, the Liquidator has, *inter alia*:
- a. Closed the Progressive Sales Transaction;
 - b. As detailed below, overseen the Marketing Process;
 - c. Continued meeting with the residential tenants residing at the Four Mile Creek Property to collect rent and to negotiate the terms of a written lease;
 - d. As detailed below, continued meeting from time to time with the Farm Tenant;
 - e. Retained Custom Farming to monitor the Four Mile Creek Property following the expiry of the lease to the Farm Tenant and during the winter months;
 - f. Retained Lakeview Vineyard Equipment Inc. (“**Lakeview**”) to inspect the wind machines on the Four Mile Creek Property;
 - g. Together with counsel, continued dialogue and exchanged correspondence with legal counsel for Sunnyways in respect of its secured claim against the Properties; and
 - h. arranged for periodic inspections of the Properties to, among other things, monitor the condition of the Properties and to comply with insurance requirements.

The Four Mile Creek Property

13. The Four Mile Creek Property is owned by WG Vineyard, and is an income generating agricultural property situated on a 40.5-acre site located at 1123 Four Mile Creek Road, in the Town of Niagara-on-the-Lake, Ontario (“**NOTL**”). The Four Mile Creek Property includes:
- a. an income producing farm/vineyard;

- b. a detached bungalow with a single tenant paying storage costs of \$150 per month and has agreed to visit the Four Mile Creek Property weekly and landscape, as necessary;
- c. an equipment shed;
- d. a pole barn; and
- e. a two-storey converted fourplex, with three residential tenants occupying three of the of the four units in the fourplex, paying rent of \$650 and \$800 per month, depending on the size of the unit occupied.

Farm/Vineyards

14. At the date of appointment, the Four Mile Creek Property was subject to a two-paragraph lease (the “**Farm Lease**”) between WG Vineyard and 1340210 Ontario Ltd. (the “**Farm Tenant**”). The Farm Lease is dated March 9, 2018 and appeared to be in respect of the 2018 growing season only.
15. As noted in the First Report, upon reviewing the Farm Lease and meeting the parties to that lease, the Liquidator determined it advantageous to clarify the terms of the Farm Lease in an amended lease, particularly given there appeared to be a misunderstanding between the parties in respect of the original lease entered into. The Liquidator negotiated the terms of an amended lease, dated June 6, 2018 (the “**Amended Farm Lease**”), which agreement amends, and where inconsistent, supersedes the terms of the Farm Lease.
16. The salient terms of the Amended Farm Lease are as follows:
 - a. The Amended Farm Lease expires on the earlier of the (a) final regular harvesting of the grapes from the 2018 crop year by the Tenant and all applicable winter preparations for the vines on the Rented Lands; and (ii) December 15, 2018 (“**Amended Lease Expiry**”);
 - b. The Farm Tenant agreed and acknowledged that it does not contemplate any of the grapes are being grown for production of ice wine;

- c. The final rent payment (the “**Final Rent**”) in respect of the Amended Farm Lease was due on November 1, 2018; and
 - d. That Liquidator shall ensure that any sale or disposal of all or part of the Four Mile Creek Property or the Progressive Property is subject to the Amended Farm Lease and that the Farm Tenant agrees to the assignment of the Amended Farm Lease to any new purchaser(s).
17. Notwithstanding the terms of the Amended Farm Lease, the Farm Tenant: (i) has not paid the Final Rent; and (ii) did not vacate the Four Mile Creek Property by December 15, 2018. The Farm Tenant has advised the Liquidator that, prior to the Liquidator’s appointment, it incurred certain expenses that it believes are WG Vineyard’s responsibility and is asserting a right of set-off against the Final Rent. The Farm Tenant also claims to have been unaware of Amended Lease Expiry.
18. The Farm Tenant and Liquidator have had a series of discussions which culminated on December 20, 2018 with the understanding that: (i) the Farm Tenant acknowledges the Amended Lease Expiry; (ii) the Liquidator would not be renewing the Amended Farm Lease; and (iii) the Farm Tenant has agreed to vacate the Four Mile Creek Property upon receiving seven (7) days’ notice from the Liquidator. Subsequently, the Farm Tenant agreed to vacate the Four Mile Creek Property by January 31, 2019 and has since removed itself from the Four Mile Creek Property.

Marketing of the Four Mile Creek Property

19. WG Vineyard first listed the Four Mile Creek Property for sale with Remax Niagara on August 18, 2017, with an asking price of \$3,000,000. The listing expired on October 27, 2017, without WG Vineyard being presented with an offer.
20. The Four Mile Creek Property was relisted for sale with Remax on October 30, 2017 with an asking price of \$2,950,000. The listing was initially scheduled to expire on January 15, 2018 but was extended to April 27, 2018.

21. On February 4, 2018, WG Vineyard received an offer (the “**February 4th Offer**”) that was conditional on, *inter alia*:
- a. shareholder approval;
 - b. financing;
 - c. inspection by a home inspector;
 - d. a qualified septic inspection;
 - e. satisfactory insurance being obtained; and
 - f. a favourable inspection report on the irrigation systems, wind machines, pumps, drainage, tiles, and weeping tiles.¹
22. The shareholders of WG Vineyard did not approve the acceptance of the February 4th Offer. The Liquidator reviewed the terms of the February 4th Offer and determined that it would not conclude that agreement but would entertain an offer from that same potential purchaser (the “**February 4th Offeror**”) through a sales process it conducts.
23. The Marketing Process conducted by the Liquidator, with Colliers retained as its agent to carry out a traditional “list and sell” approach, was launched on July 23, 2018 at a listing price of \$2,675,000 (the “**Original Listing Price**”).
24. In marketing the Four Mile Creek Property, Colliers used the following methods of canvassing the market:
- a. MLS Listing

¹ The February 4th Offer also provided for WG Vineyard warranting that the irrigation systems, wind machines, pumps, drainage tiles and weeping tiles were in good operational condition as at the date of completion, and that there were no outstanding work orders, no notices of expropriation, and no liens against the property, but also provided for provision of training regarding farm management and required the Vendor to issue notices to terminate the current contracts and vacate the property.

- b. Marketing brochure – created to provide details of the Four Mile Creek Property for prospective purchasers during showings of the property, as well as being material used in a direct mail campaign.
 - c. Internet marketing (www.realtor.ca, Colliers.com, and gregchew.com) – to reach potential realtors and purchasers.
 - d. Social media – Facebook, LinkedIn and Twitter.
 - e. Direct mailings sent to Niagara region wineries.
 - f. Signage – installed on the property.
25. To expedite the Marketing Process and submission of offers, the Liquidator with the assistance of GSNH, prepared a form of offer agreement (“**Offer Agreement**”) to reflect the circumstances of the Liquidator’s appointment and the status of the Four Mile Creek Property, in particular that:
- a. the Four Mile Creek Property was being sold on an “as is, where is” basis with no representations or warranties by the Liquidator regarding the status or condition of the property; and
 - b. each offer was required to include a deposit by way of a certified cheque or bank draft for no less than \$100,000.
26. On August 19, 2018, September 13, 2018 and October 13, 2018 and January 31, 2019, Colliers reported to the Liquidator on its marketing activities related to the Four Mile Creek Property. Colliers received 20 requests for information packages and showed the property 15 times to 12 unique potential purchasers. A copy of the Colliers reporting letters is attached as **Confidential Appendices “A”, “B” “C” and “D”**, respectively.
27. A total of four (4) offers for the Four Mile Creek Property were submitted, including an offer submitted by the February 4th Offeror, as summarized in Colliers’ reporting letter dated January 31, 2019.

28. The Marketing Process culminated in the Liquidator negotiating and entering into an Agreement of Purchase and Sale with Quinton Jeronimo Jenkins, Gordon Ernest Jenkins and Ruth Anne Jenkins (collectively, the “**Original Purchaser**”) dated October 31, 2018, as amended (the “**APS**”), a copy of which is being filed with the Court as **Confidential Appendix “E”**, which was subject to various conditions (the “**Conditions**”) in favour of the Purchaser relating to finalizing financing and insurance to be satisfied or waived over a 25 business-day period. Given the holiday season, the period to satisfy the Conditions was extended until January 23, 2019.
29. On January 3, 2019, the Liquidator extended the Listing Agreement with Colliers through March 31, 2019.
30. On January 23, 2019, the Purchaser waived the Conditions and concurrently assigned the APS from the Original Purchaser to the Purchaser. A copy of the Assignment and Waiver Agreement is attached as **Appendix “C”**.

THE APS

31. The salient terms of the APS include:
 - a. A deposit equal to ten percent of the purchase price has been paid to the Liquidator;
 - b. the Purchaser is acquiring the Property on an ‘as is, where is’ basis;
 - c. The Purchaser’s agreement that the Lands, as defined in the APS, are subject to the Farm Lease and that no adjustment will be made on closing in respect of the Farm Lease;
 - d. the Four Mile Creek Transaction is conditional on obtaining Court approval of the sale and a vesting order to be in form and substance that of the Commercial List Model Form of Approval and Vesting Order;
 - e. the Four Mile Creek Transaction will close on the tenth day following the date on which the Approval and Vesting Order is granted, or such other date as agreed between the Vendor and Purchaser in writing. Should the Approval and Vesting

Order be obtained by February 15, 2019 and not be appealed and/or there is no proceeding commenced to restrain or prevent the completion of the Four Mile Creek Transaction, the Purchaser shall close the Four Mile Creek Transaction by no later than March 1, 2019; and

- f. The Liquidator was to retain the services of a third party to confirm the three (3) wind machines are in good working condition and operational and shall carry out any repair to the wind machines identified by the third party as being critical to their being in good working order.²

32. The Liquidator recommends the approval of the APS for the following reasons:

- a. as a result of conducting the Marketing Process, the Four Mile Creek Property has been fully exposed to the market;
- b. it is the Liquidator's view that the purchase price under the APS is commercially reasonable and represents the maximum possible price in these circumstances, having regard to the condition of the Four Mile Creek Property;
- c. the Four Mile Creek Property is a unique asset appealing to a limited number of purchasers. There is risk that rejecting this offer to find another suitable purchaser may result in considerable cost, both in professional fees and out-of-pocket expenses, related to the continued upkeep throughout the winter months and preparing for the 2019 growing season;
- d. The Original Listing Price was based on Colliers receiving information that the Four Mile Creek Property was zoned to permit an estate winery. Colliers investigated the zoning by consulting with NOTL, who confirmed to Colliers that the adjacent property was zoned to provide for an estate winery, and not the Four Mile Creek Property. The Four Mile Creek Property's zoning permit only a small

² The Liquidator has recently received an estimate from Lakeview, but Lakeview has yet to identify which repairs are critical to the wind machines being in good working order.

- winery, classified as a farm winery, which zoning may have impacted the purchase price obtained³;
- e. the proposed purchase price is greater than the value of the Property as appraised by Ridley & Associates Appraisal Services Limited pursuant to a report dated January 27, 2017, a copy of which is being filed with the Court as **Confidential Appendix “F”**; and
 - f. the Four Mile Creek Property had previously been marketed by Remax for more than eight (8) months prior to the date of appointment.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

33. The Interim Statement of Receipts and Disbursements as at February 4, 2019, attached as **Appendix “D”**, reflects receipts over disbursements of \$1,353,151⁴ (the “**Excess Funds**”).

SECURED CREDITORS

Mortgage

34. On November 6, 2015, Sunnyways, a private lender, and the Companies entered into a loan agreement, whereby Sunnyways lent the sum of \$2,250,000 (of which \$1,500,000 was advanced against the Four Mile Creek Property and \$750,000 against the Progressive Property) to the Companies to take out the Farm Credit Canada mortgages that were provided when the Companies acquired the Properties. The Sunnyways loan is secured by a first mortgage against each of the Properties. The original loan agreement was for a two-year term. On September 21, 2017, the parties entered into a Loan Extension Agreement by which the term was extended by three months.
35. On March 8, 2018, Sunnyways issued a notice of power of sale (“**Notice of Sale**”) under its mortgage and loan. After the Liquidator’s appointment, counsel for the Liquidator

³ This distinction only allows for a very small retail area to be used and restricts beneficial uses that are allowed under the Estate winery zoning such as a restaurant, event center, weddings etc.

⁴ The Excess Funds includes the \$230,000 received in respect of the Four Mile Creek Property.

communicated with counsel for Sunnyways and obtained confirmation that this sale proceeding is stayed by the terms of the Appointment Order.

36. The Liquidator's counsel is of the opinion that the Sunnyways Charge is properly registered against title the Properties and forms a valid and enforceable mortgage against the Properties.
37. The Notice of Sale includes the following amounts:

Description	Amount Claimed
Principal	\$2,250,000.00
Interest (November 17, 2017 to February 16, 2018)	\$56,250.00
NSF Cheques (for 3 cheques)	\$450.00
Interest (February 17, 2017 to April 23, 2018)	\$40,685.04
Three months interest (compensation for non-payment on maturity)	\$56,250.00
Notice of Default Letter	\$250.00
Default proceeding fee	\$1,500.00
Legal fees (disbursement and HST)	\$3,390.00
Total	\$2,408,775.04

38. The Liquidator's counsel reviewed Sunnyways' claim and identified the following issues:
- a. Three Months Interest – notwithstanding that the Loan Agreement provided for collection of such an amount, case law and various statutes (Section 17 of the Mortgages Act (Ontario) and Section 8 of the Interest Act (Canada)) do not permit collection of three months interest over and above the contract interest accrued;
 - b. Interest Rate - The Loan Agreement provides for a higher interest rate after default and a higher rate cannot be charged after default because it would constitute a penalty;
 - c. Default Fee/Notice of Default Letter and NSF Charges – are not permitted under the Mortgages Act.

39. The Liquidator's counsel presented these issues to Sunnyways' counsel and awaits Sunnyways' response. The Liquidator intends to return to Court once the foregoing issues are resolved or it receives Sunnyways' response.

OTHER CREDITORS

40. As noted in the First Report, the Liquidator has been made aware of the following additional creditors:

Name/Description	Estimated Claim Against WG Domaine	Estimated Claim Against WG Vineyard	Comments
Shareholder Advances	\$395,315	\$1,332,816	The Estate of Zhendong Wang appears to object to the quantum of these claims
Canada Revenue Agency	\$0	\$0	Canada Revenue Agency has not conducted an audit/trust examination
Town of Niagara-on-the-Lake	\$0	\$13,249.19	Property taxes were paid, or will be paid from the proceeds of sale on the Progressive Property and the Four Mile Creek Property, respectively
WalterFedy	\$0	\$86,288	
Woerthle Vineyard	\$0	\$20,022	
Kestenberg Rabinowicz Partners LLP ("KRP")	\$1,130	\$4,294	Since the filing of the Liquidation, KRP has submitted additional invoices in the amount of \$904 and \$3,249.80 against WG Vineyard and WG Domaine, respectively
Farm Tenant	Unknown	Unknown	The Farm Tenant advised the Liquidator that prior to the Appointment Order, the Farm Tenant carried out some maintenance work on the Properties for which it may have a claim.

41. The Liquidator intends on returning to Court to seek permission to conduct a claims bar process after completing the Four Mile Creek Transaction in order to deal with these and any further additional creditor claims.

PROFESSIONAL FEES AND DISBURSEMENTS

Liquidator's Fees and Disbursements

42. The fees and disbursements for the Liquidator during the period from March 28, 2018 to June 12, 2018, were approved as part of the June 27th Order.
43. Attached as **Appendix "E"** is the Affidavit of Sheldon Title of MNP Ltd. in connection with the Liquidator's fees and disbursements that includes the Liquidator's statement of account for the period June 13, 2018 to January 31, 2019 in the amount of \$74,716.82 inclusive of HST.

Legal Fees and Disbursements

44. The fees and disbursements for GSNH covering its fees and disbursements for the period April 6, 2018 to June 10, 2018 were approved as part of the June 27th Order.
45. GSNH has issued four invoices covering its fees and disbursements for the period June 11, 2018 to January 31, 2019 totalling \$42,660.19, inclusive of HST. Attached as **Appendix "F"** is the affidavit of Brendan Bissell sworn February 7, 2019 describing the fees and disbursements of GSNH.
46. It is the Liquidator's opinion that the fees and disbursements of GSNH as described in the affidavit of Mr. Bissell are fair and reasonable and justified in the circumstances, and accurately reflect the work done on behalf of the Liquidator by GSNH.

CONCLUSION AND RECOMMENDATION

47. Based on the foregoing, the Liquidator respectfully recommends that the Court make an order granting the relief detailed in paragraph 6(c) of this Report.

All of which is respectfully submitted this 7th day of February, 2019.

MNP LTD.,
in its capacity as the
Liquidator of WG Vineyard Niagara Inc. and WG Domaine Niagara Inc.

Per: 

Sheldon Title
Senior Vice President

Appendix "A"

Court File No. C-100/18

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
JUSTICE Mr. Justice J. Sloan)

**TUESDAY, THE 27th DAY
OF MARCH 2018**

BETWEEN:

WEIWEI GAO

Applicants

– and –

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

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

ORDER

(Winding-up WG Vineyard Niagara Inc. and WG Domaine Niagara Inc.)

THIS MOTION made by the Applicants for an Order pursuant to section 207 of the *Business Corporations Act*, R.S.O. 1990, c. B.16 (the “**OBCA**”) winding-up WG Vineyard Niagara Inc. (“**Vineyard**”) and WG Domaine Niagara Inc. (“**Domaine**”) was heard this day at 85 Frederick Street, Kitchener, Ontario.

ON READING the Affidavits of Di Mu sworn 26 January 2018 and 19 March 2018, Yan Wang sworn 6 March 2018, Anthony Guidoccio and Judy Guidoccio sworn 20 March 2018 and Xiaoxiong (Frank) Liu sworn 22 March 2018, and on hearing the submissions of counsel for the Applicant and the minority shareholder of Vineyard and Domaine, Yuzhi Shi, as Trustee of the Estate of Zhendong Wang, no one appearing for Vineyard or Domaine,

WINDING-UP OF VINEYARD AND DOMAINE

1. **THIS COURT ORDERS** that Vineyard and Domaine be wound-up and for that purpose MNP Ltd. (“**MNP**”) be and is hereby appointed as liquidator of the effects and estate of Vineyard and Domaine effective from 26 March 2018 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 MNP under the OBCA and this Order, the terms of this Order shall govern to the extent that they restrict or limit the powers of MNP.

MNP’S POWERS

2. **THIS COURT ORDERS** that MNP is hereby empowered and authorized, but not obligated, to act at once in respect of the assets property and undertaking of Vineyard and Domaine (the “**Property**”) and, without in any way limiting the generality of the foregoing, MNP is hereby expressly empowered and authorized to do any of the following where MNP 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 Vineyard and Domaine, 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 Vineyard and Domaine;
 - (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 MNP'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 Vineyard and Domaine or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to Vineyard and Domaine and to exercise all remedies of Vineyard and Domaine in collecting such monies, including, without limitation, to enforce any security held by Vineyard and Domaine;
- (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in MNP's name or in the name and on behalf of Vineyard and Domaine, for any purpose pursuant to this Order;
- (h) conduct a review of all claims by shareholders of Vineyard and Domaine, including those shareholders asserting shareholder loans and report to the Court for a final determination;
- (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 Vineyard and Domaine, the Property or MNP 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 Vineyard and Domaine 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 MNP 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 MNP deems appropriate on all matters relating to the Property and to share information, subject to such terms as to confidentiality as MNP 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 Vineyard and Domaine;
- (n) to exercise any shareholder, partnership, joint venture or other rights which Vineyard and Domaine may have;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property; and
- (p) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where MNP 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 Vineyard and Domaine, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO MNP

3. **THIS COURT ORDERS** that (i) Vineyard and Domaine, (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 MNP of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to MNP, and shall deliver all such Property to MNP upon MNP's request.
4. **THIS COURT ORDERS** that all Persons shall forthwith advise MNP 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 Vineyard and Domaine, 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 MNP or permit MNP to make, retain and take away copies thereof and grant to MNP 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 MNP 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 MNP for the purpose of allowing MNP 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 MNP in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of MNP. Further, for the purposes of this paragraph, all Persons shall provide MNP with all such assistance in gaining immediate access to the information in the Records as MNP may in its discretion require including providing MNP with instructions on the use of any computer or other system and providing MNP with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST MNP

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

NO PROCEEDINGS AGAINST VINEYARD AND DOMAINE OR THE PROPERTY

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

NO INTERFERENCE WITH MNP

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 Vineyard and Domaine, without written consent of MNP or leave of this Court.

CONTINUATION OF SERVICES

9. **THIS COURT ORDERS** that all Persons having oral or written agreements with Vineyard and Domaine 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 Vineyard and Domaine 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 MNP, and that MNP shall be entitled to the continued use of Vineyard and Domaine'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 MNP in accordance with normal payment practices of Vineyard and Domaine or such other practices as may be agreed upon by the supplier or service provider and MNP, or as may be ordered by this Court.

MNP TO HOLD FUNDS

10. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by MNP 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 MNP (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 MNP to be paid in accordance with the terms of this Order and subject to the final approval of this Court.

EMPLOYEES

11. **THIS COURT ORDERS** that all employees of Vineyard and Domaine shall remain the employees of Vineyard and Domaine until such time as MNP, on Vineyard and Domaine's behalf, may terminate the employment of such employees. MNP shall not be liable for any employee-related liabilities, including any successor employer liabilities other than such amounts as MNP may specifically agree in writing to pay. Vineyard and Domaine 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*, MNP 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 MNP, 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 Vineyard and Domaine, and shall return all other personal information to MNP, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

13. **THIS COURT ORDERS** that nothing herein contained shall require MNP 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 MNP from any duty to report or make disclosure imposed by applicable Environmental Legislation. MNP shall not, as a result of this Order or anything done in pursuance of MNP'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 MNP'S LIABILITY

14. **THIS COURT ORDERS** that MNP 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 MNP.

LIQUIDATOR'S ACCOUNTS

15. **THIS COURT ORDERS** that MNP and counsel to MNP 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 MNP and counsel to MNP 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, Vineyard and Domaine as of the date of this Order.

16. **THIS COURT ORDERS** that MNP and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of MNP and its legal counsel are hereby referred to a judge of this Court.
17. **THIS COURT ORDERS** that prior to the passing of its accounts MNP 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 MNP or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF MNP

18. **THIS COURT ORDERS** that MNP 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 \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon MNP 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, Vineyard and Domaine 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 MNP 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.
21. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, MNP 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 MNP 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 MNP 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.

J. Sloan

Mr. Justice J. Sloan

ENTERED AT KITCHENER
in Book No. 30
As Document No. 638
on APR 05 2019
by Ingrid Peters

Court File No.: C-100/18

BETWEEN:

WEIWEI GAO
– Applicant –

AND

WG VINEYARD NIAGARA INC. et al
– Respondents –

ONTARIO
SUPERIOR COURT OF JUSTICE

(PROCEEDING COMMENCED AT KITCHENER)

ORDER

GOWLING WLG (CANADA) LLP

Barristers and Solicitors
1 First Canadian Place

100 King Street West, Suite 1600
Toronto, Ontario M5X 1G5

Christopher Stanek (LSUC No. 45127K)

Telephone: (416) 862-4369
Facsimile: (416) 862-7661

LAWYERS FOR YUZHONG SHI, TRUSTEE OF THE
ESTATE OF ZHENGDONG WANG

TOR_LAWM 947985214

Appendix "B"

Court File No. C-100/18

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE *MR.*) WEDNESDAY, THE 27th DAY
JUSTICE *TAYLOR.*) OF JUNE, 2018

BETWEEN:

WEIWEI GAO

Applicants

– and –

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

ORDER

THIS MOTION, made by MNP Ltd. in its capacity as the Court-appointed liquidator (the “Liquidator”) of the undertaking, property and assets of WG Vineyard Niagara Inc. (“WG Vineyard”) and WG Domaine Niagara Inc. (“WG Domaine” and together with WG Vineyard, the “Companies” or the “Respondents”) for an order, *inter alia*, authorizing the Liquidator to enter into a listing agreement with Colliers International Niagara Ltd. with respect to the Four Mile Creek Property (as defined below) and approving the Liquidator’s activities, fees and disbursements was heard this day at 85 Frederick Street, Kitchener, Ontario.

ON READING the Notice of Motion of the Liquidator, the First Report of the Liquidator dated June 15, 2018 (the “First Report”), including the Affidavit of Matthew Lem, sworn June 14, 2018 and R. Brendan Bissell, sworn June 14, 2018 (collectively, the “Fee Affidavits”), filed, and on hearing the submissions of counsel for the Liquidator, no one else appearing although duly served as appears from the Affidavit of Service of R. Brendan Bissell sworn June 19, 2018, filed:

[2]

SERVICE

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

FOUR MILE CREEK PROPERTY

2. **THIS COURT ORDERS** that the Liquidator is authorized to enter into a listing agreement with Colliers International Niagara Ltd. in respect of the property located at 1123 Four Mile Creek Road, Niagara-on-the-Lake, Ontario (the “**Four Mile Creek Property**”).

3. **THIS COURT ORDERS** that the Liquidator’s proposed realization strategy for the Four Mile Creek Property as set out in the First Report and more particularly described in Schedule “A” be and is hereby approved.

APPROVAL OF LIQUIDATOR’S REPORTS, ACTIVITIES AND FEES

4. **THIS COURT ORDERS** that the First Report and the activities described in such report be and are hereby approved.

5. **THIS COURT ORDERS** that the professional fees and disbursements of the Liquidator in the amount of \$68,827.37 as set out in the Fee Affidavits be and are hereby approved.

6. **THIS COURT ORDERS** that the professional fees and disbursements of Goldman Sloan Nash & Haber LLP, legal counsel of the Liquidator, in the amount of \$16,341.95 as set out in the Fee Affidavits be and are hereby approved.

7. **THIS COURT ORDERS** that paragraph 15 of Order of the Honourable Justice Sloan, dated March 27, 2018, be amended to provide that the Liquidator’s Charge shall:

- (a) For the first \$100,000, rank in priority to all security interests, trusts, liens, charges encumbrances, statutory or otherwise, in favour of any person; and
- (b) For amounts greater than \$100,000, 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

[3]

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, Vineyard and Domaine as of the date of this Order.

SEALING

8. **THIS COURT ORDERS** that Confidential Appendices A and B to the First Report be and hereby are sealed pending the closing of a transaction to sell the Four Mile Creek Property and the filing of a Liquidator's Certificate.

SERVICE AND NOTICE

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

10. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Liquidator is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondents creditors or other interested parties at their respective addresses as last shown on the records of the Respondents 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.

[4]

GENERAL

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



Mr. Justice G. Taylor

ENTERED AT KITCHENER
in Book No. 5C
As Document No. 1074
on JUN 27 2013
by Ingrid Peters

[6]

3. At Colliers' recommendation, it is contemplated that the Liquidator would offer the Four Mile Creek Property for sale with a suggested asking price range of \$2,500,000 to \$2,750,000, utilizing the Multiple Listing Service.
4. The Liquidator, with Colliers' assistance, will review and assess the bids received during the Marketing Process.
5. The Liquidator will then look to enter into a binding agreement of purchase and sale for the Four Mile Creek Property, which it will present to this Court for approval, along with a reporting of the results of the Marketing Process.

WEIWEI GAO
Applicant

- and -

WG VINEYARD NIAGARA INC. et al
Respondents

Court File No. C-100/18

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Kitchener

ORDER

GOLDMAN SLOAN NASH & HABER LLP
Barristers and Solicitors
Suite 1600, 480 University Avenue
Toronto, Ontario, M5G 1V2
Fax: 416-597-3370

R. Brendan Bissell [LSUC No.: 40354V]
Email: bissell@gsnh.com
Tel: (416) 597-6489
Fax: (416) 597-3370

Lawyers for MNP Ltd. in its capacity as the court appointed liquidator of WG Vineyard Niagara Inc. and WG Domain Niagara Inc.

WEIWEI GAO
Applicant

- and -

WG VINEYARD NIAGARA INC. et al
Respondents

Court File No. C-100/18

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

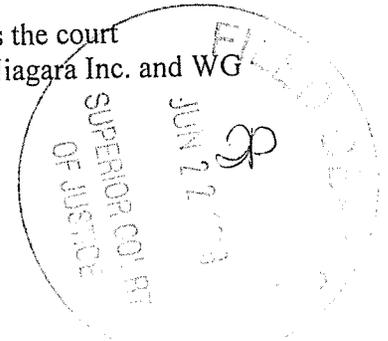
Proceedings commenced at Kitchener

MOTION RECORD
(returnable June 27, 2018)

GOLDMAN SLOAN NASH & HABER LLP
Barristers and Solicitors
Suite 1600, 480 University Avenue
Toronto, Ontario, M5G 1V2
Fax: 416-597-3370

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appointed liquidator of WG Vineyard Niagara Inc. and WG
Domain Niagara Inc.



MOTION NOT CONFIRMED

Late

STRUCK FROM LIST

DATE JUSTICE/REGISTRAR

June 27/18 W.D.J.

June 27, 2018

*Order to issue for approval of sale of the Progressive Property & for a vesting order
Order to issue for listing of the Four Mile Creek Property approval of liquidator's activities & fees & a sealing order
2 orders signed*

Appendix "C"

THIS ASSIGNMENT AND WAIVER AGREEMENT MADE THIS 23rd DAY OF JANUARY, 2019

B E T W E E N:

**QUINTON JERONIMO JENKINS, GORDON ERNEST
JENKINS and RUTH ANNE JENKINS**

(hereinafter referred to as the "Assignors")

OF THE FIRST PART;

-And-

JENKINS VINEYARDS NIAGARA INC.

(hereinafter referred to as the "Assignee")

OF THE SECOND PART;

-And-

**MNP LTD.,
solely in its capacity as court-appointed Liquidator over all
the assets, undertakings and properties of WG Vineyard
Niagara Inc. ("WG") and not in its personal or corporate
capacity and without person or corporate liability**

(hereinafter referred to as the "Liquidator")

OF THE THIRD PART;

RECITALS:

- A.** The Assignors and the Liquidator entered into an agreement of purchase and sale dated as of the 31ST day of October, 2018 as amended by amending agreements dated as of the 30th day of November, 2018, and the 3rd day of January, 2019 (collectively the "APS") whereby the Assignors agreed to purchase and the Vendor agreed to sell all of the right, title and interest of WG in the Purchased Assets, all as set out in the APS;
- B.** The Assignors are not in default under the APS;
- C.** The Assignee is a Related Person to the Assignors within the meaning of the *Business Corporations Act* (Ontario);



- D. The Assignors and the Assignee desire that the Assignors assign unto the Assignee all of its right, title and interest under the APS pursuant to Section 39 of the APS; and
- E. The Assignors are not receiving, directly or indirectly, any profit or gain resulting from the assignment herein to the Assignee.

NOW THEREFORE in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings attributed to them in the APS.
2. The Assignors and Assignee jointly and severally represent, warrant and certify to the Liquidator the truth and correctness of Recitals A, B, C, D and E, and acknowledge that the Liquidator is relying on such representations, warranties and certifications in entering into this Agreement and as an integral part thereof.
3. The Assignors and Assignee agree that the Assignee shall remain Related Person to the Assignors at all times subsequent to the date of this Agreement
4. The Assignors do hereby assign, transfer and set over to and in favour of the Assignee by way of absolute assignment, all of their right, title and interest to, in and under the APS.
5. The Assignee hereby covenants and agrees to and with the Assignors and the Liquidator to assume, abide by, comply with and perform all of the agreements and obligations of the Assignors under the APS, and further covenants and agrees to be bound by the terms and provisions of APS as though it had originally executed same as Purchaser.
6. Notwithstanding the assignment herein, the Assignors shall remain liable for, and are not released from, its agreements, covenants and obligations under the APS or from the performance of such agreements, covenants and obligations.
7. The foregoing provisions shall survive and not merge with Closing or the termination of the APS and shall continue in full force and effect thereafter for the benefit of the Liquidator.
8. Each of the parties hereto will, from time to time and at all times hereafter upon every reasonable written request to do so and at the expense of the requesting party, make, do, execute and deliver, or cause to be made, done, executed and delivered all such

Handwritten signature and initials in black ink, including a circled number '27' and a large flourish.

further acts, deeds, assurances and things as may be necessary in the opinion of any party or counsel for any party for more effectually implementing and carrying out the true intent and meaning of this Assignment Agreement.

9. The Assignee hereby represents and warrants to the Vendor that, as at the date hereof:

(a) the Assignee is a corporation duly incorporated, organized and validly subsisting under the laws of the Province of Ontario and has all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Assignee's rights and compliance with each of the Assignee's obligations under the APS) by the Assignee will violate:

- (i) the Assignee's articles of incorporation and by-laws;
- (ii) any agreement to which the Assignee is bound;
- (iii) any judgement or order of a court of competent authority or any Government Authority; or
- (iv) any applicable law;

and the Assignee has duly taken, or has caused to be taken, all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of each of its obligations hereunder; and

(b) The Assignee represents, warrants and certifies to the Liquidator the truth and correctness of Sections 12(b) to and inclusive of 12(f) of the Agreement of Purchase and sale dated October 31, 2018.

The Assignee shall promptly deliver to the Vendor written notice specifying the occurrence or likely occurrence of any event which may result in any of the Assignee's representations and warranties contained in this Agreement not continuing to be true as at Closing.

10. The Assignors and the Assignee hereby waive the following conditions in the amending agreement dated the 3rd day of January, 2019:

INSERT:

1. This Offer is conditional upon the Buyer arranging, at his/her own expense, the satisfactory financing by 11:59 pm, January 23, 2019, failing which this offer shall become null and void and the Buyer's deposit shall be returned to him/her without interest. This condition is included for the benefit of the

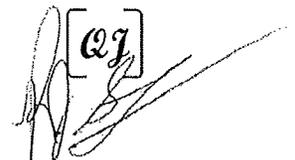
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Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

2. This Offer is further conditional upon the Buyer obtaining at his/her own expense, property insurance by 11:59 pm January 23, 2019. If the Buyer is not absolutely satisfied with the terms and conditions under which they may obtain insurance, at his/her sole and absolute discretion, then this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

11. This Assignment and Waiver Agreement shall be governed by and construed exclusively in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein except for laws relating to conflict of laws and this Assignment Agreement shall be treated for all purposes as an Ontario contract. The parties hereby submit and attorn to the exclusive jurisdiction of the Court with respect to any disputes, actions or proceedings related to or arising out of this Assignment Agreement or the interpretation or enforcement thereof.
12. Time shall be of the essence of this Assignment Agreement and of the APS, and all terms of the APS shall continue in full force and effect.
13. Section 39 of the APS shall apply to any subsequent assignment of the APS by the Assignee. This Assignment Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
14. This Assignment Agreement may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same instrument. All parties agree that this Agreement may be transmitted by telecopier, email or other means of electronic communication and that the reproduction of signatures by way of telecopier, email or other means of electronic communication will be treated as though such reproduction were executed originals and each party undertakes to provide the other with a copy of this Assignment Agreement bearing original signatures within a reasonable time after the date of execution

[Signature page follows on Page 5]



IN WITNESS WHEREOF the parties have thereunder duly executed as of the date hereinabove set forth.

**QUINTON JERONIMO JENKINS,
GORDON ERNEST JENKINS and
RUTH ANNE JENKINS**

Authentisign
Quinton Jenkins
1/23/2019 1:01:30 PM EST
Name:

Gordon Jenkins
Name:

Ruth Jenkins
Name:

**JENKINS VINEYARDS NIAGARA
INC.**

By: Authentisign
Quinton Jenkins
1/23/2019 1:01:32 PM EST
Name: *Quinton Jenkins, Gordon Jenkins, Ruth Jenkins*
Title: *Directors*
I have authority to bind the corporation

**MNP LTD.,
solely in its capacity as court-appointed
Liquidator over all the assets,
undertakings and properties of WG
Vineyard Niagara Inc. and not in its
personal or corporate capacity and
without person or corporate liability**

By: *Sheldon Title*
Name: Sheldon Title
Title: Senior Vice President
I have authority to bind the corporation

Appendix "D"

**MNP LTD.
COURT APPOINTED LIQUIDATOR OF
WG VINEYARD NIAGARA INC. AND WG DOMAINE NIAGARA INC.**

**INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
AS AT FEBRUARY 4, 2019**

Receipts

Sale of the Progressive Property	\$ 1,370,000
Deposit - Four Mile Creek Property	\$ 230,000
Rental Income	15,138
Cash in bank	257
Interest	60
	<hr/>
	1,615,455

Disbursements

Property taxes	14,440
Commissions on sale of Progressive Sale	68,500
Liquidator's Legal fees	45,900
Liquidator's fees	83,158
Insurance	17,762
Utilities	4,098
Repairs and maintenance	854
Postage	20
Software fee	150
Travel	897
HST paid	26,288
Notice of Liquidation - Ontario Gazette	75
Bank charges	163
	<hr/>
	262,304
	<hr/>
Excess of receipts over disbursements	\$ 1,353,151

Note: This statement does not provide for the accrual of Liquidator's fees and expenses including the Liquidator's fees of \$48,673 inclusive of HST and legal fees of \$7,181 inclusive of HST.

Appendix "E"

Court File No.: C-100/18

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

WEIWEI GAO

Applicants

– and –

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents**AFFIDAVIT OF SHELDON TITLE**

(Sworn February 7, 2019)

I, Sheldon Title, of the Town of Richmond Hill, in the Province of Ontario, make oath and say as follows:

1. I am a Senior Vice President of MNP LTD., court-appointed liquidator (the “**Liquidator**”) of WG Vineyard Niagara Inc. (“**Vineyard**”) and WG Domaine Niagara Inc. (“**Domaine**”) and as such I have knowledge of the matters deposed.
2. The Liquidator has prepared the following Statements of Account in connection with its appointment as Liquidator detailing its services rendered and disbursements incurred for the period June 13, 2018 to January 31, 2019:

Invoice #	Date of Invoice	Period Covered	Fees	Disbursements	HST	Total
8506897	August 16/18	June 13/18 to August 15/18	\$22,731.50	\$316.02	\$2,996.18	\$26,043.70
8603906	December 4/18	August 16/18 To November 30/18	\$29,506.00	\$265.06	\$3,870.24	\$33,641.30
8658727	February 7/19	December 1/18 to January 31/19	\$13,302.50	\$0	\$1,729.32	\$15,031.82
Total			\$65,540.00	\$581.08	\$8,595.74	\$74,716.82

3. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a summary of the Statements of Account. Attached hereto and marked as **Exhibit "B"** to this my Affidavit, is a copy of each Statement of Account. The fees and disbursements itemized in the Statements of Account total \$65,540.00, excluding applicable Harmonized Sales Tax.
4. The hourly billing rates applied to the Statements of Account are the Liquidator's current hourly rates. The average hourly rate in respect of the invoices is \$407.08.
5. The particulars of the professionals who performed the work, the time spent and fees associated with such work are contained in the attached Statements of Account.
6. I hereby confirm that the information detailed herein and attached accurately reflects the the services provided by the Liquidator in this proceeding and the fees and disbursements claimed by it.
7. This affidavit is sworn in support of a motion to, inter alia, approve the costs of administration, and taxation of the Liquidator's accounts and for no other or improper purpose..

SWORN before me at the City of)
 Toronto, in the Province of Ontario)
 this 7th day of February, 2019.)


 _____)
 A Commissioner, etc.)



 Sheldon Title

Jerry Henschowicz, a Commissioner, etc.,
Province of Ontario, for MNP Ltd.
Expires September 27, 2020.

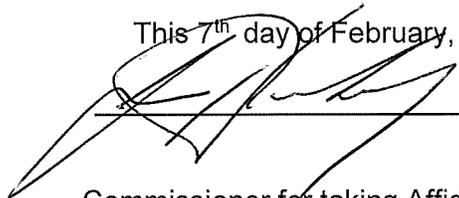
Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF SHELDON TITLE

Sworn before me

This 7th day of February, 2019



Commissioner for taking Affidavits, etc

Invoice Number	Period	Hours	Amount	Disbursement	HST	Total	Average Rate
8506897	June 13/18 to August 15/18	59.30	\$22,731.50	\$316.02	\$2,996.18	\$26,043.70	383.33
8603906	August 16/18 To November 30/18	67.80	\$29,506.00	\$256.06	\$3,870.24	\$33,641.30	435.19
8658727	December 1/18 to January 31/19	33.90	\$13,302.50	\$0	\$1,729.32	\$15,031.82	392.40
Total		161.00	\$65,540.00	\$581.08	\$8,595.74	\$74,716.82	407.08

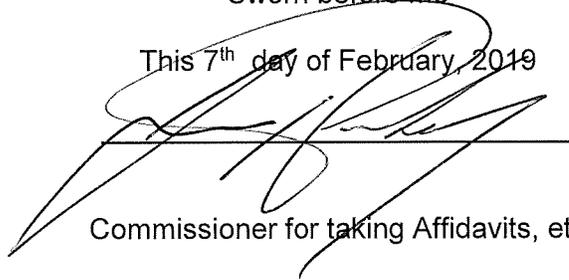
Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF SHELDON TITLE

Sworn before me

This 7th day of February, 2019

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be the name of the Commissioner for taking Affidavits, etc.

Commissioner for taking Affidavits, etc

Invoice

Invoice Number : 8506897 **Client Number :** 0710217
Invoice Date : Aug 16 2018 **Invoice Terms :** Due Upon Receipt

WG Vineyard Niagara Inc. and WG Domaine Niagara Inc.
 c/o MNP Ltd
 300-111 Richmond Street West
 Toronto, ON M5H 2G4

For Professional Services Rendered :

MNP Ltd.	22,731.50
Solely in its Capacity as Court Appointed Liquidator of WG Vineyards Niagara Inc. & WG Domaine Inc.	
Disbursements: Travel	316.02
	<hr/>
Sub Total :	23,047.52
Harmonized Sales Tax :	2,996.18
	<hr/>
Total (CDN) :	26,043.70
	<hr/>

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNP.ca

MNP LTD.
SOLELY IN ITS CAPACITY AS COURT APPOINTED LIQUIDATOR OF WG VINEYARDS NIAGARA INC. & WG DOMAINE INC.
FOR THE PROFESSIONAL SERVICES RENDERED TO August 15, 2018

DATE	PROFESSIONAL	HOURS	DESCRIPTION	HOURLY RATE	AMOUNT
13-Jun-2018	Angela Liu	0.50	Prepare invoice for the period ended June 12 2018		
19-Jun-2018	Angela Liu	0.30	Scan & save hydro notice; send email to Hydro billing office requesting an invoice; email to trustee re the received invoice		
20-Jun-2018	Angela Liu	0.20	Email to trustee re hydro bills		
21-Jun-2018	Angela Liu	0.20	Post hydro bill in Ascend		
22-Jun-2018	Angela Liu	1.00	Scan & save Farm property tax rate applications for 2019; send them by register mail; produce a schedule for unpaid hydro bills and accrue it in Ascend; email to Jessie to update		
27-Jun-2018	Angela Liu	0.30	Track registered mail sent on June 25 to Ministry of Agriculture; scan & save delivery confirmation		
29-Jun-2018	Angela Liu	1.00	Prepare payment for Niagara Hydro bills; email trust account wire transfer instructions to K. Tsiantoulas; email to Niagara Hydro re payment inquiry; prepare payment for Enbridge		
20-Jul-2018	Angela Liu	0.40	Post court docs to the website and email to S. Title to update		
		<u>3.90</u>		<u>119.00</u>	<u>\$ 464.10</u>
16-Jul-2018	Jerry Henechowicz	0.70	Executing closing documents and forwarding same to GHSN		
		<u>0.70</u>		<u>525.00</u>	<u>367.50</u>
13-Jun-2018	Jessie Hue	3.20	Prepare draft WIP for S. Title. Revised the docket, prepare the affidavit of fees, process invoice in MPM, banking bank rec for May. Post incoming wire.		
14-Jun-2018	Jessie Hue	0.60	Assemble appendices for the first report.. Revised the invoice and affidavit of fees.		
15-Jun-2018	Jessie Hue	1.20	Prepare exhibits and email final first report and appendices to S. Title.		
20-Jun-2018	Jessie Hue	2.00	Banking, posting rent and NSF, bank charges and purchase term deposit. Direction to Angela re; Hydro to prepare schedule and seek direction with S. Title.		
21-Jun-2018	Jessie Hue	0.80	Meeting with S. Title, update confidential appendices and email to B. Bissell.		
28-Jun-2018	Jessie Hue	0.40	Provide S. Title with the Mutual release - Agreement of purchase and sale.		
3-Jul-2018	Jessie Hue	0.20	File admin.		
4-Jul-2018	Jessie Hue	1.00	Post the AR from June to Ascend, direction with Sarah to deposit and inquiry with TD re term deposit and banking. Prepare courier to G. Chew at Colliers.		
12-Jul-2018	Jessie Hue	0.60	Banking, cheque req, posting order and endorsement to directory.		
13-Jul-2018	Jessie Hue	0.60	Banking, cheque req and update website.		
18-Jul-2018	Jessie Hue	0.60	T/c and email to provide further invoice and prepare chq reqs.		
20-Jul-2018	Jessie Hue	0.20	Update on banking to S. Title and J. Athanasiou.		
26-Jul-2018	Jessie Hue	0.30	Prepare letter and courier to B. Bissel at Goldman. Wire confirmation for S. Title.		
30-Jul-2018	Jessie Hue	1.50	Banking, various postings term deposit, request for incoming wire details and post as per statement of adjustment.		
31-Jul-2018	Jessie Hue	0.30	Post Julys rent and email J. Athanasiou confirmation.		
1-Aug-2018	Jessie Hue	0.10	Banking.		
3-Aug-2018	Jessie Hue	0.40	Posted the NSF in Ascend and posted the interest earned on GIC. Emails returned cheque information to J. Athanasiou.		
13-Aug-2018	Jessie Hue	0.90	Scanning closing documentation to the directory.		
15-Aug-2018	Jessie Hue	0.40	Finalize scanning.		
		<u>15.30</u>		<u>213.00</u>	<u>3,258.90</u>
4-Jul-2018	Jim Guo	0.20	forward invoice to Toronto as per John		
		<u>0.20</u>		<u>165.00</u>	<u>33.00</u>
14-Jun-2018	John Athanasiou	1.00	Attend on site. Meet with danitini. Sign tax rebate docs. Walk through premises.		
21-Jun-2018	John Athanasiou	1.40	Attend on site collect rents. Inspect property.		
22-Jun-2018	John Athanasiou	1.60	Attend on site meet with tenants. Deposit rents. Purchase materials for lawn mower repair.		
9-Jul-2018	John Athanasiou	2.00	Attend on site. Meet with listing agent. Tour premises. Discussion with tenants. review correspondence and mail. Update to ST.		
11-Jul-2018	John Athanasiou	0.40	correspondence re deposits, Enbridge tag and os rents.		
13-Jul-2018	John Athanasiou	2.00	Attend on site. Meet with tenant. Meet with Enbridge re tag. Tour premises.		
24-Jul-2018	John Athanasiou	1.40	Attend on site. Meet with tenants and collect rents.		
25-Jul-2018	John Athanasiou	0.80	Deposit rents. Calls and correspondence with ST and legal counsel re sale.		
26-Jul-2018	John Athanasiou	0.60	Correspondence with FCA re insurance and sale of property		
30-Jul-2018	John Athanasiou	1.20	Draft rental agreements. Correspondence re same.		
		<u>12.40</u>		<u>391.00</u>	<u>4,848.40</u>
2-Aug-2018	Kal Ruprai	0.50	ems w Johnny a re long term resi'al leases		
		<u>0.50</u>		<u>315.00</u>	<u>157.50</u>
12-Jun-2018	Matthew Lem	1.50	Review draft report; discussion with S. Title re same.		

MNP LTD.
SOLELY IN ITS CAPACITY AS COURT APPOINTED LIQUIDATOR OF WG VINEYARDS NIAGARA INC. & WG DOMAINE INC.
FOR THE PROFESSIONAL SERVICES RENDERED TO August 15, 2018

DATE	PROFESSIONAL	HOURS	DESCRIPTION	HOURLY RATE	AMOUNT
14-Jun-2018	Matthew Lem	0.60	Review and adjust affidavit of fees; review and revise report; update discussion with B. Bissell		
15-Jun-2018	Matthew Lem	0.10	Update discussion with S. Title		
		<u>2.20</u>		<u>525.00</u>	<u>1,155.00</u>
23-Jul-2018	Patricia Ball	0.10	June bank rec		
		<u>0.10</u>		<u>161.00</u>	<u>16.10</u>
4-Jul-2018	Sarah Illyckyj	0.50	Banking		
		<u>0.50</u>		<u>187.00</u>	<u>93.50</u>
15-Jun-2018	Sheldon Title	1.50	Review of NOM, other relief order and approval and vesting order, consideration with Bissell of my comments and service list, call with Rachael on confirmation of commissions and finalization of report and discussion with Athanasiou re various issues at the properties		
17-Jun-2018	Sheldon Title	0.50	summary of listing proposals for report;		
18-Jun-2018	Sheldon Title	1.00	email to/from Tony G re: lease agreement and subsequent call with Tony concerning its terms; email to/from Ernie G on status of deposit; msg for Bissell; complete tax application for Farm Property Class Tax rate for 2019 and email to Cushing		
19-Jun-2018	Sheldon Title	0.20	email exchange with Angela on hydro arrears		
22-Jun-2018	Sheldon Title	0.10	finalization of Farm Property Class Tax Rate		
25-Jun-2018	Sheldon Title	0.50	exchange with Bissell re: direction/attendance at court; review of Wismer observations on site visit, and email back on steps to be taken to enhance property/curb appeal.		
27-Jun-2018	Sheldon Title	0.10	email from/to Tony G and Brendan Bissell		
28-Jun-2018	Sheldon Title	0.30	email from Joseph Marcuccio, counsel for Tony G on Progressive; call with Bissell on KR invoices and commissions payable; send note to Jessie to post orders to website;		
28-Jun-2018	Sheldon Title	0.60	response to Liz Bryges (Farm Tax) inquiry on our property tax application; email to Kathy T a copy of mutual release form and email to request funds be transferred		
29-Jun-2018	Sheldon Title	1.20	review of order/endorsement; review of report; email to Chew, email to Bissell; email to Liu to pay o/s hydro bills; email to Kathy re: commissions; call and email from Greg Chew on various; email from Brendan on closing of Progressive and call to Tony to discuss same; email to Bissell re: Farm Property Tax Program Rate's question re: share ownership; email from Kathy re: transfer of deposit not being done by wire		
29-Jun-2018	Sheldon Title	0.30	email to Bissell on Colliers; further email to Chew		
3-Jul-2018	Sheldon Title	1.20	Call with Kathy T and Ann separately (lengthy call with Ann) followed up by call to Brendan to give him heads up on call; arrange for Jessie to pick up courier package; call with Greg Chew on status of listing agreement; receipt of listing agreement; respond to email from Debbie re: request for property tax/ adjustment of rent;		
4-Jul-2018	Sheldon Title	1.30	receipt of information from Remax, incl balance of deposit on 1100 Progressive deal; email to Greg Chew to alert him to additional information; discussion with Debbie O'Reilly of GSHN on adjustment re: farm lease; emails with O'Reily; review of Colliers listing agreement and email to Giselle Albright of Colliers with questions posed and email to Bissell asking for him to modify listing agreement and to prepare template APS on Four Mile Creek;		
5-Jul-2018	Sheldon Title	0.30	email to Tony G on deposit receipt; email to John A re: showing property to Greg Chew; email to Bissell on following up with Murdoch; email to Colliers a copy of appraisal		
6-Jul-2018	Sheldon Title	0.70	email Athanasiou, email Chew, left msg for Bissell; call with Bissell; review of statement of adjustment; text from Ann at Remax and response thereto concerning Colliers		
8-Jul-2018	Sheldon Title	0.60	further marked up Colliers listing agreement and forwarded same to Colliers; email to Brendan; respond to text message from Ann at Remax		
9-Jul-2018	Sheldon Title	0.60	review of Colliers revisions to listing agreement and forward email to Chew and Giselle with further changes; email exchanges with O'Reily of GSHN re: fintrac compliance		
10-Jul-2018	Sheldon Title	0.20	emails with Kathy T and Tony G on request for survey		
11-Jul-2018	Sheldon Title	0.20	email with Kathy T on survey; email to John A on grass maintenance;		
12-Jul-2018	Sheldon Title	0.40	Email to Tony G on survey and call on timing of closing and commissions, respectively and email to Bissell to advise on timing		
17-Jul-2018	Sheldon Title	1.40	respond to text message from Ann at ReMax; finalize listing agreement; email exchanges with Brendan Bissell and Giselle re: execution and extension agreement, respectively, email to property tax agency		
18-Jul-2018	Sheldon Title	0.30	Call with Tony re: extension, introduction to D'Antini and re: grass cutting and email exchange with Athanasiou		
19-Jul-2018	Sheldon Title	0.80	email to John & Jessie on status of deposits/funding; email to Farm Tax (Liz); email to Chew; review of statement of adjustments re: rent adjustment and email to Brendan and Gina on same		

MNP LTD.
SOLELY IN ITS CAPACITY AS COURT APPOINTED LIQUIDATOR OF WG VINEYARDS NIAGARA INC. & WG DOMAINE INC.
FOR THE PROFESSIONAL SERVICES RENDERED TO August 15, 2018

DATE	PROFESSIONAL	HOURS	DESCRIPTION	HOURLY RATE	AMOUNT
20-Jul-2018	Sheldon Title	0.90	Email from And to Tony Guudiccio requesting a copy of lease agreement; review of amended form of SOA and responses to/from Gina Racanelli of GSHN; email from/to/from Chew re: launch of listing and agreement; email to/from Bissell on whether agreement should have a rent adjustment		
23-Jul-2018	Sheldon Title	0.30	complete Farm Tax form and return for processing; email to Greg Chew;		
24-Jul-2018	Sheldon Title	0.40	email exchanges with Gina on commission statement, closing documents, email to/from Greg Chew		
25-Jul-2018	Sheldon Title	2.00	Deal with closing related issues; emails and calls with Greg Chew re: disappointment at lack of readiness to launch listing effectively; email from Bissell on Ministry's advice that it needs forms advising of liquidation to be amended; emails with John A re: insurance; review of draft APS		
26-Jul-2018	Sheldon Title	1.40	confirmation of closing, emails to John A on insurance/email to John A on residential leases; review of Colliers draft marketing materials; finalize review and mark up APS and email to Bissell; email to Chew on changes to marketing brochure; instruction to Jessie on making payments to vendors		
27-Jul-2018	Sheldon Title	0.60	call with Bissell; email from Chew on winery definition; emails with Gabriela on investing funds in term deposit; review of revised brochure		
30-Jul-2018	Sheldon Title	0.60	Review of lease agreement drafted by John and review of HsT applicability on residential leases; comments on lease; emails with Greg Chew of Colliers and signing cheque		
31-Jul-2018	Sheldon Title	0.20	exchange of emails with John A re: tax issue on leases		
2-Aug-2018	Sheldon Title	0.10	Emails to Athanasiou and Chew		
2-Aug-2018	Sheldon Title	0.10	Call/email with Tony G on survey		
3-Aug-2018	Sheldon Title	0.20	email exchange with Chew on acceptability of a lock box to have a showing over long weekend		
8-Aug-2018	Sheldon Title	0.70	review of revised lease; email exchange with John A on lease; email exchange with Bissell on status of APS and lease issue; discussion with Bissell on lease/hst issue and email from Bissell on same		
9-Aug-2018	Sheldon Title	0.60	email to John Athanasiou; email to Brendan Bissell; call with Greg Chew on status		
13-Aug-2018	Sheldon Title	0.60	email to/from John Athanasiou/amend lease agreement/email from Nick Lemieux on 2017 results/forward copy to Greg Chew/email to Chew a copy of the template agreement		
14-Aug-2018	Sheldon Title	0.40	email to John A and Rick Wismer re: 2017 crop year; email from Bissel to Greg explaining our position vis-a-vis distribution and asking for additional info; email to Zephyr (Ben) re: 2017 Grape growing season and why no revenues.		
15-Aug-2018	Sheldon Title	0.10	email from Bissell on acceptance of government filings; email to/from John A on 2017 grape growing season,		
		<u>23.50</u>		<u>525.00</u>	<u>12,337.50</u>
Total Hours and Fees		<u>59.30</u>			<u>\$ 22,731.50</u>
Disbursement: Travel					316.02
Total Fees and Disbursement					<u>\$ 23,047.52</u>

Invoice

Invoice Number : 8603906 **Client Number :** 0710217
Invoice Date : Dec 4 2018 **Invoice Terms :** Due Upon Receipt

WG Vineyard Niagara Inc. and WG Domaine Niagara Inc.
 c/o MNP Ltd
 300-111 Richmond Street West
 Toronto, ON M5H 2G4

For Professional Services Rendered :

in its capacity as Court Appointed Liquidator f WG Vineyards Niagara Inc. & WG Domaine Inc. 29,506.00
 for the professional services rendered to November 30, 2018

Disbursement: Mileage 265.06

Sub Total : 29,771.06

Harmonized Sales Tax : 3,870.24

Total (CAD) : 33,641.30

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We
 sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNP.ca

MNP LTD.**SOLELY IN ITS CAPACITY AS COURT APPOINTED LIQUIDATOR OF WG VINEYARDS NIAGARA INC. & WG DOMAINE INC.
FOR THE PROFESSIONAL SERVICES RENDERED TO NOVEMBER 30 2018**

DATE	PROFESSIONAL	HOURS	DESCRIPTION	HOURLY RATE	AMOUNT
21-Aug-2018	Angela Liu	0.30	Fix entry in Ascend for bank rec; email to P. Ball for the same		
20-Sep-2018	Angela Liu	0.20	Email correspondence with P. Ball and J. Hue re bank rec in Aug 2018		
17-Oct-2018	Angela Liu	0.10	Scan and save term deposit statement to directory		
		<u>0.60</u>		<u>\$ 165.00</u>	<u>\$ 99.00</u>
23-Aug-2018	Echa Odeh	0.20	Prepared cheque req and printed cheque payment for fees.		
24-Aug-2018	Echa Odeh	0.60	Review of invoices for payment, phone call with Enbridge regarding invoicing periods and amounts.		
27-Aug-2018	Echa Odeh	0.20	Prepared cheque req and printed cheque payment to Enbridge Gas		
28-Aug-2018	Echa Odeh	0.20	Scan and save document from KRP and email sent advising of liquidation.		
29-Aug-2018	Echa Odeh	1.00	Prepared spreadsheet showing breakdown of utilities, discussion with Kal regarding rebate on hydro bills, prepared cheque req for hydro bills and printed cheque payment for payment.		
14-Sep-2018	Echa Odeh	0.20	Scan cheque payment, enter in ascend and print deposit slip.		
		<u>2.40</u>		<u>165.00</u>	<u>396.00</u>
16-Aug-2018	Jessie Hue	1.40	Banking, prepare invoice.		
17-Aug-2018	Jessie Hue	0.60	Revisions to the docket and redo invoice. Direction with Angela to prepare cheque.		
17-Sep-2018	Jessie Hue	0.20	Review banking and provide J. Athanasiou with back up to deposit dates.		
24-Sep-2018	Jessie Hue	0.20	Cheque req		
25-Sep-2018	Jessie Hue	1.20	Banking, posting deposits, bank rec, cheque reqs and scan purchase and sale agreement for S. Title and to directory.		
26-Sep-2018	Jessie Hue	0.30	Review banking and confirm deposit with J. Athanasiou.		
03-Oct-2018	Jessie Hue	0.50	Chq reqs. Save to the directory property tax statement.		
09-Oct-2018	Jessie Hue	0.40	Banking.		
10-Oct-2018	Jessie Hue	0.20	Purchase term deposit and posting.		
12-Oct-2018	Jessie Hue	0.60	T/c with Firstbrook to obtain credit invoice and prepare cheque payment.		
26-Oct-2018	Jessie Hue	0.40	Banking, post rental income.		
02-Nov-2018	Jessie Hue	0.30	Banking.		
05-Nov-2018	Jessie Hue	0.30	Banking, cheque reqs.		
12-Nov-2018	Jessie Hue	0.30	Banking, cheque req.		
26-Nov-2018	Jessie Hue	0.40	Bank rec.		
30-Nov-2018	Jessie Hue	0.50	Banking, cheque req		
		<u>7.80</u>		<u>165.00</u>	<u>1,287.00</u>
24-Aug-2018	John Athanasiou	1.60	Attend on site. Collect and deposit rents. Provide leases for execution.		
03-Sep-2018	John Athanasiou	1.00	Attend on site and receive lease and rents		
13-Sep-2018	John Athanasiou	1.80	Attend on site. Meet with tenants. Execute leases.		
21-Sep-2018	John Athanasiou	1.00	Attend on site to collect rents and leases		
04-Oct-2018	John Athanasiou	1.00	Attend on site - walk through and collect rent. Prepare deposit.		
18-Oct-2018	John Athanasiou	0.80	Correspondence with tenant re lease and execution of same.		
19-Oct-2018	John Athanasiou	1.20	Attend on site. Meet with tenants. Collect rents and walk through.		
24-Oct-2018	John Athanasiou	1.20	correspondence with tenants. Deposit funds and reconcile rents.		
31-Oct-2018	John Athanasiou	1.00	Call and correspondence with ST re update. Call with tenant re lease and harvest		
01-Nov-2018	John Athanasiou	1.00	Call with Dantini. Correspondence with ST and RW.		
12-Nov-2018	John Athanasiou	1.00	Call with Dantini. call with ST.		

MNP LTD.**SOLELY IN ITS CAPACITY AS COURT APPOINTED LIQUIDATOR OF WG VINEYARDS NIAGARA INC. & WG DOMAINE INC.
FOR THE PROFESSIONAL SERVICES RENDERED TO NOVEMBER 30 2018**

DATE	PROFESSIONAL	HOURS	DESCRIPTION	HOURLY RATE	AMOUNT
14-Nov-2018	John Athanasiou	0.80	call with ST and counsel. Correspondence with tenants re chattels.		
26-Nov-2018	John Athanasiou	1.80	Attend on site to walk through and collect rents. Review correspondence from ST. Calls with 3rd party operators re: farm maintenance.		
30-Nov-2018	John Athanasiou	0.80	call and correspondence re property management. deposit rents and correspondence with admin re same.		
		16.00		391.00	6,256.00
09-Sep-2018	Matthew Lem	0.30	Discussion with S. Title; attend to execute APS; forward same to S.. Title.		
		0.30		455.00	136.50
17-Oct-2018	Patricia Ball	0.10	sept bank rec		
		0.10		165.00	16.50
01-Nov-2018	Rick Wismer	1.00	tel/misc follow up		
03-Nov-2018	Rick Wismer	1.50	view vineyard operations/management		
08-Nov-2018	Rick Wismer	1.00	Attend meeting with Mike/John re Creek Rd		
19-Nov-2018	Rick Wismer	0.50	misc		
		4.00		525.00	2,100.00
16-Aug-2018	Sheldon Title	0.30	request from Chew for delivery of financial statements to data room and to my explaining why it is not appropriate		
18-Aug-2018	Sheldon Title	0.30	Email to Chew requesting written report be delivered Asap		
22-Aug-2018	Sheldon Title	0.40	emails from Chew and request for additional information from Mirko; email to GGO (Nick) seeking additional info and info isolated to Four Mile Creek; brief discussion with John A on status and email from Ernie Guidoccio		
23-Aug-2018	Sheldon Title	0.50	emails with Bissell to advise him to touch base with Greg Wu given it appears as if offers may start coming in on Four Mile Creek and we wish to be in a position to seek authorization for distribution to Sunnyways as part of next attendance; emails with John A re: leases		
24-Aug-2018	Sheldon Title	0.20	Discussion with Odeh on Enbridge bills		
27-Aug-2018	Sheldon Title	0.10	email to Greg Chew		
27-Aug-2018	Sheldon Title	0.30	Email from Chew; email to Bissell		
28-Aug-2018	Sheldon Title	0.70	exchange of emails with John Athanasiou and arrange conference call with Colliers; conference call with David Colley and Greg Chew on status of property		
29-Aug-2018	Sheldon Title	0.20	emails exchanged with Chew on request for rent roll and utility cost summary and request details from John A and Echa		
30-Aug-2018	Sheldon Title	0.30	review of costs summary prepared by Echa, forward cost summary to Greg Chew, together with revisions on rent roll; email to/from Bissell on draft response to Architectural firm asking status of payment		
30-Aug-2018	Sheldon Title	0.50	receipt of offer and call with Greg Chew		
31-Aug-2018	Sheldon Title	0.70	Consideration of offer received; email comments to Brendan Bissell; call with Bissell on offer		
31-Aug-2018	Sheldon Title	0.40	further call with Chew, give him direction to call all those that viewed the property; call and email to Bissell; review of Giselle's email on background info re: purchaser		
04-Sep-2018	Sheldon Title	1.20	review of second offer; emails/call to Bissell re: sending email to Murdoch and Stanek and review of proposed email and comment thereon; calls and emails as between Chew and Title on extending time for acceptance of offer and asking about whether there will be any further offers submitted		
05-Sep-2018	Sheldon Title	0.20	calls to Greg Chew; email from Stanek on support for agreement		

MNP LTD.**SOLELY IN ITS CAPACITY AS COURT APPOINTED LIQUIDATOR OF WG VINEYARDS NIAGARA INC. & WG DOMAINE INC.
FOR THE PROFESSIONAL SERVICES RENDERED TO NOVEMBER 30 2018**

DATE	PROFESSIONAL	HOURS	DESCRIPTION	HOURLY RATE	AMOUNT
06-Sep-2018	Sheldon Title	0.30	email exchange with Chew on status of offer; phone call with Chew; call to Brendan		
07-Sep-2018	Sheldon Title	0.30	exchange of emails with Greg Chew on status of Four Mile Creek offer given silence from purchaser and agent/forward an email to Bissell on same		
09-Sep-2018	Sheldon Title	0.50	review of Yogaraj		
10-Sep-2018	Sheldon Title	0.60	email to Chew on signing of Yogaraj's offer; email and call from John A		
12-Sep-2018	Sheldon Title	0.10	email to Greg Chew requesting an update		
13-Sep-2018	Sheldon Title	0.70	email to Chew/Cowie/Collie re: disappointment with Colliers; call with Chew and Collie afterwards on next steps; email with Bissell; email with Cowie		
14-Sep-2018	Sheldon Title	0.50	Review of reporting letter; review of new offer; arrange conference call; emails to Bissell		
17-Sep-2018	Sheldon Title	1.40	Call with Greg Chew, David Colley and Brendan on offers; follow up calls with Chew with instructions to obtain extension of irrevocable period and on other offers to encourage dialogue on title issues; call from Colley		
17-Sep-2018	Sheldon Title	0.40	Research into potential purchaser and email to Wismer and John A on rent/other issues		
18-Sep-2018	Sheldon Title	0.40	Emails to/from Greg Chew		
20-Sep-2018	Sheldon Title	0.50	emails to/from Brendan on Greg Murdoch's comments;		
21-Sep-2018	Sheldon Title	0.70	email with Chew and with Bissell on further response to Murdoch; calls with Bissell and Chew		
21-Sep-2018	Sheldon Title	0.30	exchange of emails with Chew and Bissell relating to offer		
24-Sep-2018	Sheldon Title	0.70	Call with R and M Werner, Chew and Colley and Bissell on offer, follow up email to Chew and Colley after having discussion with Bissell on call		
24-Sep-2018	Sheldon Title	0.20	Email and call with Tony G on his interest on Four Mile Creek Property if price lowered		
24-Sep-2018	Sheldon Title	0.80	calls with Chew and Bissell on signing back offer		
25-Sep-2018	Sheldon Title	0.80	call with Bissell on amendments to proposal; forward amendments to Chew; call from Chew and emails exchanges on expiry of offer;		
27-Sep-2018	Sheldon Title	0.10	Exchange of emails with Greg Chew on status		
27-Sep-2018	Sheldon Title	0.30	further exchange with Chew on offer and email to advise of acceptance, email to Bissell on same		
28-Sep-2018	Sheldon Title	0.20	exchange of messages with Greg Chew via email on finalization of APS		
01-Oct-2018	Sheldon Title	0.30	exchange of messages with Chew on revised terms imposed by Waerner on agreement;		
02-Oct-2018	Sheldon Title	0.20	call with Bissell		
03-Oct-2018	Sheldon Title	0.20	sign cheque; diarize important dates on offer		
04-Oct-2018	Sheldon Title	0.50	further work on report		
05-Oct-2018	Sheldon Title	0.40	review of documents received from Greg Chew (form 160 OREA form) and co-op rep. Email to Brendan advising my concern over signing the form 160 given it was not presented ahead of the offer being presented; email to Chew/Colley on same		
06-Oct-2018	Sheldon Title	1.50	continued work on report		
07-Oct-2018	Sheldon Title	1.00	further work on second report		
09-Oct-2018	Sheldon Title	1.20	exchange of messages with John A; call with John A on status of property; continued work on the report; SRD and request to invest additional funds		
11-Oct-2018	Sheldon Title	0.30	signed confirmation of cooperative brokers and considered with Brendan revised form 160 (OREO) and signed and returned it to Chew		
13-Oct-2018	Sheldon Title	1.00	preparation of report		
14-Oct-2018	Sheldon Title	1.00	Completion of draft report and emails to/from Greg Chew on same; email to Brendan/David on reporting		
16-Oct-2018	Sheldon Title	0.30	emails exchanged with Greg Chew on purchaser's request for mutual release; emails with Bissell on same		
17-Oct-2018	Sheldon Title	0.10	email exchange with Bissell		

MNP LTD.

SOLELY IN ITS CAPACITY AS COURT APPOINTED LIQUIDATOR OF WG VINEYARDS NIAGARA INC. & WG DOMAINE INC.
FOR THE PROFESSIONAL SERVICES RENDERED TO NOVEMBER 30 2018

DATE	PROFESSIONAL	HOURS	DESCRIPTION	HOURLY RATE	AMOUNT
20-Oct-2018	Sheldon Title	0.20	email to Chew on status of listing; email exchanges with Wismer		
25-Oct-2018	Sheldon Title	0.30	email exchanges with Greg Chew on status of offers and comments on October 23rd offer and status of 2018 harvest (per info from Wismer); email to Bissell		
29-Oct-2018	Sheldon Title	0.50	call with David Colley and Greg Chew on status		
30-Oct-2018	Sheldon Title	0.40	call to Brendan (left msg) and email; call with Brendan and email to Chew/Colley re: comments on offer		
31-Oct-2018	Sheldon Title	0.10	email to John A re: rent		
31-Oct-2018	Sheldon Title	0.40	signing back offer; email to Bissell		
31-Oct-2018	Sheldon Title	0.60	call with Greg Chew on potential new offer and to discuss why we did not insert an irrevocable clause; call with John A on tenant issue after he sent an email advising farm tenant wanted to extend tenancy beyond Dec 15 notwithstanding the terms of the lease and set off rent against cost of acquiring posts		
01-Nov-2018	Sheldon Title	1.70	calls with Chew, conference call with John A and Rick Wismer re: farm lease/offers particularly as it relates to conditions re: winterization related issues; email to Wismer/John A after call with Chew		
02-Nov-2018	Sheldon Title	0.50	call with Bissell re: offers/call with Chew re: same and our decision as to how to respond to two offers		
05-Nov-2018	Sheldon Title	0.30	signed back offer at higher price, return to Chew, email to/from John A re: meeting with Mike D'Antini;		
08-Nov-2018	Sheldon Title	0.30	call with Bissell		
09-Nov-2018	Sheldon Title	0.20	call with Brendan Bissell re:		
12-Nov-2018	Sheldon Title	0.70	sign back/further review of Jenkins offer; email to Bissell on various points; email to John A/Wismer on equipment/chattels; emails with Chew and Bissell on revised offer and Jenkins' site visit		
13-Nov-2018	Sheldon Title	0.40	further mark up Jenkins offer and forward same to Greg Chew		
15-Nov-2018	Sheldon Title	0.30	email to Ben re: chattels subject to purchase agreement and ownership and to request copy of APS; email to Brendan Bissell to request APS (WG's acquisition of property) after receiving response from Ben wherein he advised he did not have the APS; emails from Brendan to Greg Murdoch's office and email from Brendan asking if I wanted him to request APS from Tan's office after Sobara's office advised it does not have a copy of the APS		
16-Nov-2018	Sheldon Title	0.10	email to Ben re: chattels		
19-Nov-2018	Sheldon Title	0.80	call with Wismer on Huebel/Jenkins; call and emails with Bissell on terms of offer; email exchange with Greg Chew		
20-Nov-2018	Sheldon Title	1.00	revisions to agreement		
21-Nov-2018	Sheldon Title	0.90	receipt of email from Chew, call with Bissell on options; emails to Wismer/Bissell; draft revised language for consideration by Bissell		
22-Nov-2018	Sheldon Title	0.30	call with Wismer on APA and provider of third party services; follow up message to Bissell		
23-Nov-2018	Sheldon Title	0.70	email to Wismer; revisions to form 505 and forward same to Chew for his consideration		
25-Nov-2018	Sheldon Title	0.30	emails from/to Chew on third party; email to John and Rick to research terms of engagement for third party managers/service providers		
26-Nov-2018	Sheldon Title	0.40	call with Chew and receipt of emails from Chew on revised offer; email to John A and Wismer and Bissell on same		
27-Nov-2018	Sheldon Title	0.60	conference call with Bissell, Athanasiou and Wismer; call with Chew and emails with Chew, revise and sign back of offer and submit same to Chew for consideration; email to Wismer/Athanasiou		
27-Nov-2018	Sheldon Title	0.20	email exchange with Tony G re: D'Antini's unwillingness to pay Progressive purchaser the balance of amount due under the lease and to my advice that we'd not pay him/adjust		

**MNP LTD.
SOLELY IN ITS CAPACITY AS COURT APPOINTED LIQUIDATOR OF WG VINEYARDS NIAGARA INC. & WG DOMAINE INC.
FOR THE PROFESSIONAL SERVICES RENDERED TO NOVEMBER 30 2018**

DATE	PROFESSIONAL	HOURS	DESCRIPTION	HOURLY RATE	AMOUNT
30-Nov-2018	Sheldon Title	0.30	email from Chew re: accepted offer/email from Wismer on purchaser's additional choices of farmer; email from Athanasiou on status of Lakeview's ability to perform inspection of wind machines; signing cheques		
		<u>36.60</u>		<u>525.00</u>	<u>19,215.00</u>
Total Hours and Fees		<u>67.80</u>			<u>\$ 29,506.00</u>
20-Aug-2018	Travel		31/07/2018 / John Athanasiou / July 2018 Expenses: WG Vineyard 3 visits - 9, 13 & 24		158.02
28-Sep-2018	Travel		24/08/2018 / John Athanasiou / August 2018 Expenses: Attend WG Premises		53.52
26-Nov-2018	Travel		13/09/2018 / John Athanasiou / September 2018: Attend WG Premises		53.52
Total Disbursement					<u>\$ 265.06</u>
Total Invoice					<u>\$ 29,771.06</u>

Invoice

Invoice Number : 8658727

Client Number : 0710217

Invoice Date : Feb 7 2019

Invoice Terms : Due Upon Receipt

WG Vineyard Niagara Inc. and WG Domaine Niagara Inc.
 c/o MNP Ltd
 300-111 Richmond Street West
 Toronto, ON M5H 2G4

For Professional Services Rendered :

MNP LTD.	13,302.50
SOLELY IN ITS CAPACITY AS COURT APPOINTED LIQUIDATOR OF WG VINEYARDS NIAGARA INC. & WG DOMAINE INC. FOR THE PROFESSIONAL SERVICES RENDERED THROUGH JANUARY 31, 2019	
Harmonized Sales Tax :	<u>1,729.32</u>
Total (CAD) :	<u><u>15,031.82</u></u>

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We
 sincerely appreciate your trust in us.

Licensed Insolvency Trustees
 111 RICHMOND STREET WEST, SUITE 300;
 TORONTO ON; M5H 2G4
 P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

MNP Ltd.

Solely in its capacity as Court Appointed Liquidator of WG Vineyards Niagara Inc. & WG Domaine Inc.

For the Professional Services Rendered to January 31, 2019

DATE	PROFESSIONAL	HOURS	DESCRIPTION	HOURLY RATE	AMOUNT
11-Dec-2018	Angela Liu	0.10	Receive cheque from Colliers and email to S. Title to update		
03-Jan-2019	Angela Liu	0.50	Prepare cheque to utility vendor and deposit at TD		
16-Jan-2019	Angela Liu	0.10	Scan and save TD term investment statement		
		<u>0.70</u>		\$ 165.00	\$ 115.50
04-Dec-2018	Jessie Hue	1.20	Prepare WIP docket and invoice. Post Nov rental income and chq reqs for utilities.		
12-Dec-2018	Jessie Hue	1.10	Banking, prepare cheqs. Banking at branch, post deposit, purchase term deposit and post.		
09-Jan-2019	Jessie Hue	0.60	Chq req, email confirmation draft received re:deposit. Prepare chq req.		
10-Jan-2019	Jessie Hue	0.70	Post and save to the directory the confirmation of investment. Save to the directory second deposit and banking at branch.		
14-Jan-2019	Jessie Hue	1.10	Scan and email the returned item advice from TD and email John and Sheldon, further request for back up for deposits made in Dec, purchase term deposit on deposit made Jan 10. Post Dec 24 receipt, NSF and bank rec for Dec 2018 and email John the GL.		
30-Jan-2019	Jessie Hue	0.10	TD confirmation of investment scanned to directory.		
		<u>4.80</u>		\$ 165.00	\$ 792.00
03-Dec-2018	John Athanasiou	0.20	Call and correspondence with supplier re maintenance		
10-Dec-2018	John Athanasiou	1.20	Attend on site. Meet with property manager and walk premises. Follow up correspondence re same.		
17-Dec-2018	John Athanasiou	1.00	Call and correspondence with property manager. Correspondence with ST.		
19-Dec-2018	John Athanasiou	1.30	call with D'Antini re status of occupation. Call with Custom Farms re engagement. Call with ST re update on status.		
20-Dec-2018	John Athanasiou	1.80	call and correspondence with ST re D'Antini correspondence. Call with MD.		
21-Dec-2018	John Athanasiou	1.40	Attend on site. Collect rents.		
24-Dec-2018	John Athanasiou	1.00	review correspondence with property manager. Prepare banking and attend bank for deposit.		
31-Dec-2018	John Athanasiou	1.60	Correspondence with tenants and real estate agent. Attend on site on walk through premises.		
02-Jan-2019	John Athanasiou	0.60	call with property manager and Lakeview re wind machine inspection. Coordinate Friday meetings		
04-Jan-2019	John Athanasiou	2.80	Attend on site and meet with appraiser and real estate agent. Walk through premises.		
14-Jan-2019	John Athanasiou	1.00	Correspondence with tenants re os rents. call with vineyard tenant re vacancy. Call to Lakeview re update.		
15-Jan-2019	John Athanasiou	0.80	Correspondence with ST re update. Call with property manager and technicians re property.		
16-Jan-2019	John Athanasiou	0.80	Call and correspondence with Lakeview. Follow up email to ST.		
21-Jan-2019	John Athanasiou	1.00	Calls with property manager re winterization. Correspondence re same.		
22-Jan-2019	John Athanasiou	1.00	call and correspondence with property manager and lakeview re wind machines and property management		
30-Jan-2019	John Athanasiou	1.00	Attend on site to collect rent. Attend to and prepare deposit. Accounting of receipts. call with lakeview re status of quote.		

MNP Ltd.

Solely in its capacity as Court Appointed Liquidator of WG Vineyards Niagara Inc. & WG Domaine Inc.

For the Professional Services Rendered to January 31, 2019

DATE	PROFESSIONAL	HOURS	DESCRIPTION	HOURLY RATE	AMOUNT
		<u>18.50</u>		\$ 391.00	\$ 7,233.50
19-Dec-2018	Patricia Ball	<u>0.10</u> <u>0.10</u>	Nov bank rec	\$ 165.00	\$ 16.50
03-Dec-2018	Sheldon Title	0.40	Draft email to D'Antini		
06-Dec-2018	Sheldon Title	0.20	emails from Rick and to John re: hiring of consultants		
10-Dec-2018	Sheldon Title	0.10	email from Chew on deposit and to Liu/others to watch for deposit funds		
11-Dec-2018	Sheldon Title	0.30	call with Bissell on D'Antini; email to/from John Athanasiou on D'Antini'; email to D'Antini requesting response		
17-Dec-2018	Sheldon Title	0.30	emails to John Athanasiou re: D'Antini/Claus/call with Bissell		
19-Dec-2018	Sheldon Title	0.50	email to Wismer re: Lakeview; call from John Athanasiou re: his call with D'Antini and to D'Antni's advice that he'd leave on 7 days notice; call with Greg Chew on status of offer/D'Antini		
20-Dec-2018	Sheldon Title	0.80	call with Bissell and emails with Athanasiou re: his dealings with Mike D'Antini; emails with Greg Chew		
02-Jan-2019	Sheldon Title	0.20	email exchange with John Athanasiou re: Custom/Lakeview		
02-Jan-2019	Sheldon Title	1.00	draft amending language on Jenkins' most recent offer; email from Chew * 2 re: extending listing and proposed language to extend December 31st offer deadline		
03-Jan-2019	Sheldon Title	1.30	email to Chew to extend listing to March 31/19; email to Chew on amending language after reviewing same; sign and return extension of listing to March 31/review of hydro bills and sign cheque/email to Bissell asking for him to update Stanek/Murdoch on status of offer and extension of Colliers, review of Bissell's draft language and provide okay to send, receipt of amending OREA form from Chew on offer and return to Chew signed		
04-Jan-2019	Sheldon Title	0.40	sign amendment (acknowledgement); email to/from John on inspection		
07-Jan-2019	Sheldon Title	0.20	email to Ben on environmental study and email to Bissell on asking Sunnyways for one and exchange of emails with Bissell		
09-Jan-2019	Sheldon Title	0.10	Acknowledge receipt of deposit; ask Jessie to place funds into interest bearing certificates		
11-Jan-2019	Sheldon Title	0.40	call with Brendan Bissell on status, strategy		
14-Jan-2019	Sheldon Title	0.30	Emails to/from Chew/Bissell/		
17-Jan-2019	Sheldon Title	0.10	email exchange with Greg Chew		
20-Jan-2019	Sheldon Title	0.40	email to Bissell to request that he prepare a form of assignment of the Jenkins' agreement to corporation and to Chew on responding to the inability to use the OREA form for the assignment		
21-Jan-2019	Sheldon Title	0.10	email from Greg and to John re: wind machines		
22-Jan-2019	Sheldon Title	0.30	Emails to/From Chew and Athanasiou and meet with Bissell on assignment agreement		
23-Jan-2019	Sheldon Title	0.40	review of assignment and waiver agreement and forward same to Chew; email to Bissell asking that he arrange for court approval		

MNP Ltd.

Solely in its capacity as Court Appointed Liquidator of WG Vineyards Niagara Inc. & WG Domaine Inc.

For the Professional Services Rendered to January 31, 2019

DATE	PROFESSIONAL	HOURS	DESCRIPTION	HOURLY RATE	AMOUNT
25-Jan-2019	Sheldon Title	0.60	call with Bissell on need for letter to D'Antini; email to John asking that he prepare letter to D'Antini and arrange for septic tank pumping and status of wind machines; forward signed agreement to Chew; review of agreement for other obligations		
28-Jan-2019	Sheldon Title	1.20	report prep; send draft to Bissell; send email to John A of revised notice to D'Antini; email to Brendan on draft notice to D'Antini; email to Cushing on property tax (Farm Class) for 2019		
30-Jan-2019	Sheldon Title	0.20	Email exchange with John and Brendan		
		<u>9.80</u>		\$ 525.00	\$ 5,145.00
Total Hours and Fees		<u>33.90</u>			<u>\$ 13,302.50</u>

Appendix "F"

Court File No. C-100/18

**ONTARIO
SUPERIOR COURT OF JUSTICE**

WEIWEI GAO

Applicants

– and –

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

**AFFIDAVIT OF R. BRENDAN BISSELL
(sworn February 7, 2019)**

I, R. Brendan Bissell, of the City of Toronto, hereby MAKE OATH AND SAY:

1. I am a barrister and solicitor qualified to practice in the Province of Ontario and am counsel to the law firm of Goldman Sloan Nash & Haber LLP (“GSNH”) and therefore have knowledge of the matters in this affidavit. Where this affidavit is based on information and belief, I have stated the source of that information and believe it to be true.
2. GSNH are lawyers of record for MNP Ltd. (“MNP”) in its capacity as the Court appointed liquidator (the “Liquidator”) of the effects and estate of WG Vineyard Niagara Inc. and WG Domaine Niagara Inc.
3. Attached as **Exhibit “A”** to this affidavit are copies of the invoices rendered by GSNH to the Liquidator for fees and disbursements incurred by GSNH in this proceeding for the period from June 12, 2018 to January 31, 2019.

4. The accounts attached at Exhibit “A” are comprised of hours docketed by the following timekeepers at GSNH with the corresponding hourly rates:

R. Brendan Bissell	\$550.00
Samuel Nash	\$650.00
Katie Parent	\$250.00
Aida Lopes	\$150.00

5. The average hourly rate charged for the invoices set out in Exhibit “A” is \$491.86.

6. Attached as **Exhibit “B”** to this Affidavit is a copy of the invoice rendered by GSNH to the Liquidator for the fixed fee (“FF”) and disbursements incurred by GSNH in this proceeding in connection with the Approval and Vesting Order dated June 27, 2018.

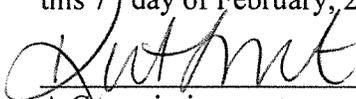
7. Attached as **Exhibit “C”** to this Affidavit is a schedule summarizing each entry in Exhibits “A” and “B”, the total billable hours charged and the total fees charged.

8. To the best of my knowledge the rates charged by GSNH throughout the course of this proceeding are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services.

9. The hourly billing rates outlined above are comparable to the hourly rates charged by GSNH for services rendered in relation to similar proceedings.

10. I make this affidavit in support of a motion by the Liquidator for, among other things, approval of the fees and disbursements of GSNH as its counsel for the period from June 12, 2018 to January 31, 2019.

SWORN before me at the City of Toronto,)
 in the Province of Ontario)
 this 7th day of February, 2019)
)
)
)
)
)
)



 A Commissioner, etc.



R. BRENDAN BISSELL

Katie Marie Parent,
 a Commissioner, etc., Province of Ontario,
 for Goldman Sloan Nash & Haber LLP,
 Barristers and Solicitors,
 Expires June 8, 2021.

This is **Exhibit "A"** to the
Affidavit of R. Brendan
Bissell, sworn before me this
7th day of February, 2019

A handwritten signature in cursive script, appearing to read "Katie Parent", written over a horizontal line.

A Commissioner, etc.

Katie Marie Parent,
a Commissioner, etc., Province of Ontario
for Goldman Sloan Nash & Hebert LLP,
Barristers and Solicitors.
Expires June 6, 2021.



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

MNP LTD.
111 Richmond Street West
Suite 300
Toronto, ON M5H 2G4
Canada

Billing Lawyer **Brendan Bissell**
Invoice No. **169467**
HST # **12233 6290 RT0001**
Invoice Date **August 9, 2018**

Attention: Sheldon Title

Client ID: 008012 Matter ID: 0007

RE: WG Vineyard Niagara Inc and WG Domaine Niagara Inc.

FOR PROFESSIONAL SERVICES RENDERED

Date	Professional	Hours	Narrative
06/12/18	BB	0.30	Telephone call with S. Title re: issues for finalizing the first report and relief to be sought on the motion. Review of draft first report re: same.;
06/13/18	BB	0.90	Instructions to K. Parent re: preparation of fee affidavit, draft order and record. Telephone call with G. Wu re: holdback of sale proceeds or priming charges. Telephone call and emails with S. Title re: rededication of Progressive offer's deposit and description of dispute over the shareholder loans and advances. Review of and revisions to draft fee affidavit.;
06/13/18	KP	4.50	Reviewing account; drafting fee affidavit of B. Bissell; drafting approval and vesting order; reporting to B. Bissell;
06/14/18	BB	2.30	Finalized fee affidavit. Revisions to draft approval and vesting order. Review of comments from S. Title on draft report, and email to S. Title and M. Lem re: same. Further email to them re: appendices for the draft report.;
06/15/18	BB	2.60	Analysis of relief to be requested. Review of and revisions to draft Order and Notice of Motion. Telephone call with S. Title re: issues for finalizing the report. Revisions to Motion Record and service list. Telephone call with and email from S. Title re: further revisions to the Notice of Motion and general order. Finalized motion record and email to the service list re: same.;



ACCOUNTS ARE DUE WHEN RENDERED

Pursuant to the Solicitor's Act interest at a rate of 3.00% per annum will be charged on amounts due, calculated commencing one month after the date of delivery of this account. Any disbursements recorded after preparation of this account will be billed at a later date.

Date	Professional	Hours	Narrative
06/15/18	KP	5.10	Drafting Notice of Motion and draft Order; reporting to B. Bissell; revising same; preparing motion record; preparing appendices, etc. for motion record; discussion with B. Bissell regarding service of material; preparing service list for same;
06/17/18	BB	0.20	Emails with J. Lian and S. Title re: amounts owing to KRP accountants and possible post-appointment billing.;
06/18/18	BB	0.10	Telephone call with S. Title re: confidential appendices and email to the shareholder groups re: authorization to release the prior 1100 Progressive deposit.;
06/19/18	BB	0.20	Email to G. Murdoch and C. Stanek re: authorization for release of deposit on the prior offer to purchase 1100 Progressive.;
06/19/18	KP	0.40	Preparing copies of Motion Record for filing;
06/21/18	BB	0.20	Review of confidential appendices for motion and instructions on filing of same.;
06/25/18	BB	0.20	Emails with S. Title re: consent to release purchaser deposit and issues for motion. Email to G. Murdoch re: same.;
06/26/18	BB	0.30	Emails with G. Murdoch and C. Stanek re: motion for June 27.;
06/26/18	KP	0.60	Telephone call with Kitchener Court regarding June 27th motion; reporting to B. Bissell; preparing orders for attendance;
06/26/18	KP	0.20	Updating service list;
06/27/18	BB	6.10	Preparation for motion. Return travel to Kitchener. Attended and argued at motion. Issued and entered orders. Telephone call with S. Title re: orders obtained and re: request for commission on Progressive purchase.;
06/28/18	BB	1.20	Telephone call with S. Title re: commissions payable on Progressive purchase. Email to the service list re: orders obtained. Email to purchaser of Progressive and its lawyer re: same. Telephone call with J. Marcuccio re: closing arrangements. Conference with S. Nash re: same and re: opinion on first mortgage validity and fees. Emails with J. Lian re: accounting fees claimed.;
06/29/18	BB	0.60	Emails with G. Rancanelli and S. Nash re: closing arrangements. Telephone calls with S. Title re: closing date. Email to J. Marcuccio re: same. Emails with S. Title re: farm tax credit issue and email to G. Murdoch and C. Stanek re: shareholder citizenship or residency qualifications.;
07/03/18	BB	0.20	Telephone call with S. Title re: contact from possible purchaser on the 1123 Four Mile Creek property. Conference with D. O'Reilly re: closing issues for the 1100 Progressive sale.;
07/04/18	BB	0.20	Emails with G. Wu re: timing and amount of expected payout on the Sunnyways mortgage from the Progressive property.;
07/06/18	BB	0.60	Conference with D. O'Reilly re: closing issues on Progressive sale. Telephone call with G. Murdoch re: residency or citizenship of Applicant. Telephone call with S. Title re: listing agreement review. Review of and revisions to draft Colliers listing agreement.;

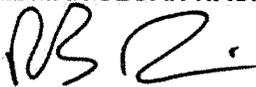
Date	Professional	Hours	Narrative	
07/09/18	BB	0.10	Emails re: trust account verification issues.;	
07/09/18	AL	0.20	Received email from Debbie O'Reilly to conduct a profile report re MNP Ltd. and forward a copy to her	
				Sub-Total Fees: 11,695.00
				HST on Fees: 1,520.35

DISBURSEMENTS

	Laser Copies	299.50	
	Teraview Search Disbursement	43.45	
	Teraview Search Disbursement - Statutory Fee	18.05	
06/13/2018	PAYEE: Minister of Finance; REQUEST#: 419330; DATE: 13/06/2018. - Filing fee - Motion Record *	160.00	
06/27/2018	PAYEE: Omega Process Servers; REQUEST#: 419738; DATE: 27/06/2018. - Process Server - To file motion record in Kitchener Superior Court	200.00	
07/01/2018	Brendan - Travel to and from Kitchner (230 km @ .55)	126.50	
			Sub-Total Disbursements: 847.50
			Disbursements marked with * indicate exempt
			HST on Disbursements: 89.38
TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$1,609.73 HST):			\$ 14,152.23

THIS IS OUR ACCOUNT HEREIN

GOLDMAN SLOAN NASH & HABER LLP



Per: Brendan Bissell

E. & O. E.



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

Remittance Advice

MNP LTD.
111 Richmond Street West
Suite 300
Toronto, ON M5H 2G4
Canada

Invoice No. 169467
Invoice Date: August 9, 2018

Client ID: 008012
Matter ID: 0007
Billing Attorney: BB

Current Billing: 14,152.23

Previous Balance: 0.00

Total Amount: 14,152.23

Amount Remitted: \$ _____

Attention: Sheldon Title



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

MNP LTD.
111 Richmond Street West
Suite 300
Toronto, ON M5H 2G4
Canada

Billing Lawyer Brendan Bissell
Invoice No. 171174
HST # 12233 6290 RT0001
Invoice Date November 26, 2018

Attention: Sheldon Title

Client ID: 008012 Matter ID: 0007

RE: WG Vineyard Niagara Inc and WG Domaine Niagara Inc.

FOR PROFESSIONAL SERVICES RENDERED

Date	Professional	Hours	Narrative	Amount
07/12/18	BB	0.20	Emails with S. Title re: comments from purchaser of 1100 Progressive on sale price, and real estate commission issues.;	110.00
07/16/18	BB	0.30	Emails with S. Title re: closing arrangements, and requested extension on 1100 Progressive. Emails with G. Wu re: possible purchaser for 1123 Four Mile Creek.;	165.00
07/17/18	BB	0.50	Conference with S. Nash re: issues raised by purchaser's counsel. Emails and telephone call with C. Stanek re: writ against the 1100 Progressive Property and allocation issues. Report to S. Title re: same.;	275.00
07/20/18	BB	0.20	Conference with G. Racanelli re: rent adjustment calculations.;	110.00
07/24/18	BB	1.20	Conferences with G. Racanelli re: closing issues on sale of 1100 Progressive. Instructions to process server for filing of Liquidator's Certificate. Preparation of draft form of agreement of purchase and sale for 1123 Four Mile Creek Road.;	660.00



ACCOUNTS ARE DUE WHEN RENDERED

Pursuant to the Solicitor's Act interest at a rate of 3.00% per annum will be charged on amounts due, calculated commencing one month after the date of delivery of this account. Any disbursements recorded after preparation of this account will be billed at a later date.

Date	Professional	Hours	Narrative	Amount
07/25/18	BB	0.30	Telephone calls with process server re: filing of the liquidator's certificate for the sale of 1100 Progressive. Conference with G. Racanelli re: closing arrangements.;	165.00
07/26/18	BB	1.30	Emails with S. Title re: revisions to form of APS for Four Mile Creek sale and residential tenancy issues. Review of zoning issues and emails with S. Title re: impact on marketing efforts.;	715.00
07/27/18	BB	0.50	Conference with S. Nash re: opinions required on the validity of the Sunnyways mortgage and on the fees claimed. Email re: same. Voicelail to S. Title re: outstanding issues.;	275.00
08/03/18	SHN	2.50	receipt and review of email with attachments from Brendan Bissell regarding Sunnyways Investment Inc. power of sale proceedings; research and provide Brendan Bissell a response;	1,625.00
08/13/18	BB	0.20	Emails with S. Title re: next steps for distributions for Sunnyways.;	110.00
08/14/18	BB	0.30	Emails with G. Wu re: distribution timing and issues.;	165.00
08/15/18	BB	0.10	Telephone call with S. Title re: status of offers on 1123 Four Mile Creek.;	55.00
08/23/18	BB	0.20	Emails with S. Title re: possible purchase offers and discussions with Sunnyways on payout statement. Email to G. Wu re: payout statement discussions.;	110.00
08/30/18	BB	0.20	Emails with F. Wei re: architect's claims. Emails with S. Title re: same.;	110.00
09/04/18	BB	0.90	Review of offers to purchase and emails from S. Title re: same. Telephone call with S. Title re: next steps. Preparation of draft email to G. Murdoch and C. Stanek re: offers.;	495.00
09/21/18	BB	0.70	Emails and telephone call with S. Title re: response to G. Murdoch and next steps in dealing with tenants and the sales process. Telephone call with S. Rosen and C. Stanek re: same. Finalized email to G. Murdoch and C. Stanek.;	385.00
09/24/18	BB	1.10	Telephone call with S. Title re: issues to be discussed in call with potential purchaser. Teleconference with potential purchaser. Telephone call with S. Title re: strategy afterwards. Further telephone call with S. Title re: submission of revised offer.;	605.00
09/25/18	BB	0.90	Revisions to draft agreement of purchase and sale with potential purchaser. Email to and telephone call with S. Title re: same.;	495.00

Date	Professional	Hours	Narrative	Amount
10/01/18	BB	0.10	Emails with S. Title re: revisions to draft offer and sign-back.;	55.00
10/02/18	BB	0.20	Telephone call with S. Title re: issues to address in the upcoming court report.;	110.00
10/03/18	BB	0.20	Review of letter from real estate agent re: dates for pending offer to purchase. Email to G. Wu re: payout issues.;	110.00
10/30/18	BB	0.30	Telephone call with S. Title re: current sales process status and issues and options, as well as re: timing of report to stakeholders.;	165.00
10/31/18	BB	1.20	Review of new offer submitted and issues for revisions to terms with respect to individual purchasers. Emails and call with S. Title re: same and sign-back terms.;	660.00
11/01/18	BB	0.20	Telephone call with S. Title re: new offer and issues for review with same.;	110.00
11/02/18	BB	0.40	Telephone call with S. Title re: issues and strategy for dealing with the two current possible purchasers.;	220.00
11/08/18	BB	0.40	Emails from S. Title re: negotiations with a purchaser and telephone call with him re: same and re: factors making that offer hard to accept as is.;	220.00
11/09/18	BB	0.40	Review of email from S. Title re: issues arising out of the farm lease. Telephone call with him re: same.;	220.00
11/12/18	BB	0.50	Emails from and to S. Title re: suggested alternative provision in offer concerning delivery of notice to current tenants to vacate.;	275.00
11/14/18	BB	1.20	Review of sign-back on offer from proposed purchaser. Telephone calls with S. Title and with him and J. Athanasiou re: same and re: impact on current farm lease and issues with performance.;	660.00
11/15/18	BB	1.30	Review of emails from S. Title re: issues with farm tenant and re: new deadline on offer. Emails to SorbaraLaw and to P. Tan re: production of agreement of purchase and sale. Review of agreement of purchase and sale from P. Tan and email to S. Title re: same.;	715.00
11/19/18	BB	0.50	Telephone call with S. Title re: input from R. Wismer, and issues for dealing with the existing farm lease. Review of lease and occupation agreement re: same and re: ice wine operations. Email to S. Title re: same.;	275.00
11/20/18	BB	0.70	Review of email from S. Title re: amendments to	385.00

Client ID: 008012 Matter ID: 0007 Invoice: 171174

Page: 4

Date	Professional	Hours	Narrative	Amount
			the draft offer. Emails and call with him re: revisions to same.;	
11/22/18	BB	0.30	Review of proposed language on maintenance of the vineyard pending closing and emails with S. Title re: same.	165.00
Sub-Total Fees:				10,975.00
HST on Fees:				1,426.75

DISBURSEMENTS

Laser Copies	124.75
Courier	37.85
On Corp. Fee	14.20
Sub-Total Disbursements:	176.80
Disbursements marked with * indicate exempt	
HST on Disbursements:	22.98

TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$1,449.73 HST): \$ 12,601.53

THIS IS OUR ACCOUNT HEREIN

GOLDMAN SLOAN NASH & HABER LLP



Per: Brendan Bissell

E. & O. E.



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

Remittance Advice

MNP LTD.
111 Richmond Street West
Suite 300
Toronto, ON M5H 2G4
Canada

Attention: Sheldon Title

Invoice No: 171174
Invoice Date: November 26, 2018

Client ID: 008012
Matter ID: 0007
Billing Attorney: BB

Current Billing:	12,601.53
Previous Balance:	0.00
Total Amount:	12,601.53
Amount Remitted:	\$ _____



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

MNP LTD.
111 Richmond Street West
Suite 300
Toronto, ON M5H 2G4
Canada

Billing Lawyer Brendan Bissell
Invoice No. 172345
HST # 12233 6290 RT0001
Invoice Date February 4, 2019

Attention: Sheldon Title

Client ID: 008012 Matter ID: 0007

RE: WG Vineyard Niagara Inc and WG Domaine Niagara Inc.

FOR PROFESSIONAL SERVICES RENDERED

Date	Professional	Hours	Narrative	Amount
11/21/18	BB	0.40	Review of emails re: operation of wind machines and issues with same. Telephone call with S. Title re: options and recommendations.;	220.00
11/26/18	BB	0.40	Review of signed-back offer and new clauses. Email to S. Title re: same.;	220.00
11/27/18	BB	0.70	Teleconference with S. Title, R. Wismer and J. Athanasiou re: issues in signed back offer and options. Emails with S. Title re: proposed further language for the offer.;	385.00
12/03/18	BB	0.30	Emails with S. Title re: proposed communication to the farm tenant.;	165.00
12/04/18	BB	0.30	Emails with S. Title re: update to owners. Email to G. Murdoch and C. Stanek re: same.;	165.00
12/11/18	BB	0.20	Telephone call with S. Title re: options for dealing with the current farm tenant after December 15.;	110.00
12/20/18	BB	0.50	Emails with S. Title re: discussions between J. Athanasiou and M. D'Antini and issues arising out	275.00



ACCOUNTS ARE DUE WHEN RENDERED

Pursuant to the Solicitor's Act interest at a rate of 3.00% per annum will be charged on amounts due, calculated commencing one month after the date of delivery of this account. Any disbursements recorded after preparation of this account will be billed at a later date.

Date	Professional	Hours	Narrative of same.;	Amount
12/27/18	BB	0.20	Emails with S. Title re: requested extension from the purchaser and possible terms re: same.;	110.00
12/31/18	BB	0.60	Several emails with S. Title and G. Chew re: extension of offer to purchase 1123 Four Mile Creek and terms of same.;	330.00
01/02/19	BB	2.60	Review of emails from S. Title re: proposed extension of Colliers engagement and draft amending agreement for the sale of 1123 Four Mile Creek. Revisions to draft amending agreement and email to S. Title re: same and re: Colliers engagement. Telephone call with S. Title re: same. Further revisions to draft amending agreement and email to S. Title.;	1,430.00
01/03/19	BB	0.60	Emails with S. Title re: update to G. Murdoch and C. Stanek and preparation of same. Review of revised amending agreement and emails with S. Title re: same.;	330.00
01/07/19	BB	0.50	Emails with S. Title re: possible environmental conditions on purchaser financing and issues with same. Emails with G. Wu re: prior financing by Sunnyways and any environmental review.;	275.00
01/11/19	BB	0.20	Telephone call with S. Title re: status of the purchaser attempting to satisfy the financing conditions, and re: a possible other purchaser and how to handle same.;	110.00
01/14/19	BB	0.40	Emails with G. Wu re: no environmental reports in the Sunnyways financing, and establishing the amounts payable for the mortgage. Emails with S. Title re: same and re: a claims process.;	220.00
01/18/19	KP	1.20	Reviewing invoices; preparing fee affidavit; reporting to B. Bissell regarding same;	300.00
01/22/19	BB	1.40	Emails and meeting with S. Title (at another event) re: amending agreement for waiver of conditions, assignment of the purchase to a company, and repair issues for wind machines. Preparation of amending and waiver agreement.;	770.00
01/24/19	BB	0.20	Emails and telephone call with S. Title re: order of relief to seek in the next and future motions.;	110.00
01/25/19	BB	0.20	Emails and telephone call with S. Title re: arrangements necessary for closing with the intended purchaser.;	110.00
01/31/19	BB	1.30	Review of draft Third Report and email to S. Title with suggested revisions to same. Review of draft fee affidavit. Emails from and to G. Murdoch re: reporting requests.	715.00

Sub-Total Fees: 6,350.00

HST on Fees: 825.50

DISBURSEMENTS

Laser Copies 5.25

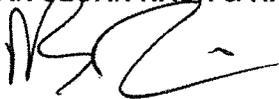
Sub-Total Disbursements: 5.25
Disbursements marked with * indicate exempt

HST on Disbursements: 0.68

TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$826.18 HST): \$ 7,181.43

THIS IS OUR ACCOUNT HEREIN

GOLDMAN SLOAN NASH & HABER LLP



Per: Brendan Bissell

E. & O. E.



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

Remittance Advice

MNP LTD.
111 Richmond Street West
Suite 300
Toronto, ON M5H 2G4
Canada

Attention: Sheldon Title

Invoice No. 172345
Invoice Date: February 4, 2019

Client ID: 008012
Matter ID: 0007
Billing Attorney: BB

Current Billing:	7,181.43
Previous Balance:	0.00
Total Amount:	7,181.43
Amount Remitted:	\$ _____

This is **Exhibit "B"** to the
Affidavit of R. Brendan
Bissell, sworn before me this
7th day of February, 2019

A handwritten signature in black ink, appearing to read 'Katie Parent', written over a horizontal line.

A Commissioner, etc.
Katie Marie Parent,
a Commissioner, etc., Province of Ontario,
for Goldman Sloan Nash & Haber LLP,
Barristers and Solicitors.
Expires June 6, 2021.



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

MNP LTD.
111 Richmond Street West
Suite 300
Toronto, ON M5H 2G4

Billing Lawyer Samuel H Nash
Invoice No. 169470
HST # 12233 6290 RT0001
Invoice Date August 9, 2018

Attention: Sheldon Title

Client ID: 008012 Matter ID: 0007

RE: WG DOMAINE NIAGARA INC. ("WG ") as represented by MNP Ltd. solely in its capacity as court-appointed liquidator over the of all of the assets, undertakings and properties of WG Domaine Niagara Inc. and not in its personal or corporate capacity and without personal or corporate liability (the "Vendor") sale to 1074127 Ontario Ltd. (the "Purchaser") pursuant to Approval of Vesting Order dated June 27, 2018 of Part of Lot 60 Niagara; Part TWP Lot 61, Niagara on the Lake municipally known as Concession 2 Road, Niagara on the Lake, Ontario – PIN No. 46381-0068 (LT) (collectively, the "Property")

FOR PROFESSIONAL SERVICES RENDERED with respect to the above-noted matter.

Sub-Total Fees: \$ 7,500.00

HST on Fees: \$ 975.00

DISBURSEMENTS

	Photocopies	11.92
	Postage	2.52
	Transaction Levy Surcharge	65.00
	Teraview Search Disbursement	22.25
	Teraview Search Disbursement - Statutory Fee	9.55
07/26/2018	Tri-City Process Servers - File document in court	110.00

Sub-Total Disbursements: 221.24
Disbursements marked with * indicate exempt

HST on Disbursements: 28.76

TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$1,003.76 HST): \$ 8,725.00

Less Amount Applied From Trust: 8,725.00

TOTAL AMOUNT DUE: \$ 0.00



ACCOUNTS ARE DUE WHEN RENDERED

Pursuant to the Solicitor's Act interest at a rate of 3.00% per annum will be charged on amounts due, calculated commencing one month after the date of delivery of this account. Any disbursements recorded after preparation of this account will be billed at a later date.

Client ID: 008012 Matter ID: 0007 Invoice: 169470

Page: 2

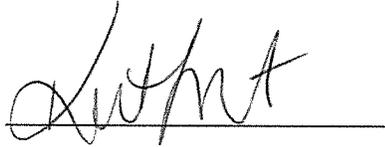
THIS IS OUR ACCOUNT HEREIN

GOLDMAN SLOAN NASH & HABER LLP

Per: Samuel H. Nash

E. & O. E.

This is **Exhibit "C"** to the
Affidavit of R. Brendan
Bissell, sworn before me this
7th day of February, 2019

A handwritten signature in black ink, appearing to read 'Katie Parent', written over a horizontal line.

A Commissioner, etc.

Katie Marie Parent,
a Commissioner, etc., Province of Ontario,
for Goldman Sloan Nash & Haber LLP,
Barristers and Solicitors.
Expires June 6, 2021.

Court File No. C-100/18

**ONTARIO
SUPERIOR COURT OF JUSTICE**

WEIWEI GAO

Applicants

– and –

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

**Summary of Accounts of Goldman Sloan Nash & Haber LLP
(From June 12, 2018 to January 31, 2019)**

Invoice No.	Date	Period Ending	Hours	Fees	Disbursements	HST	Total
169467	August 9, 2018	July 9, 2018	27.3	\$11,695.00	\$847.50	\$1,609.73	\$14,152.23
169470	August 9, 2018	July 26, 2018	FF	\$7,500.00	\$221.24	\$1,003.76	\$8,725.00
171174	November 26, 2018	November 22, 2018	19.5	\$10,975.00	\$176.80	\$1,449.73	\$12,601.53
172345	February 4, 2019	January 31, 2019	12.2	\$6,350.00	\$5.25	\$826.18	\$7,181.43

Timekeeper	Title	Hours	Amount
R. Brendan Bissell	Counsel	44.3	\$24,365.00
Samuel Nash	Partner	2.5	\$1,625.00
Katie Parent	Law Clerk	12.0	\$3,000.00
Aida Lopes	Law Clerk	0.2	\$30.00
SUBTOTAL		59.0	\$29,020.00
Samuel Nash	Partner	FF	\$7,500.00
TOTAL			\$36,520.00

Blended Hourly Rate (\$/hour) \$491.86

WEIWEI GAO
Applicant

- and -

WG VINEYARD NIAGARA INC. et al
Respondents

Court File No. C-100/18

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Kitchener

AFFIDAVIT OF R. BRENDAN BISSELL
(sworn February 7th, 2019)

GOLDMAN SLOAN NASH & HABER LLP
Barristers and Solicitors
Suite 1600, 480 University Avenue
Toronto, Ontario, M5G 1V2
Fax: 416-597-3370

R. Brendan Bissell [LSUC No.: 40354V]
Email: bissell@gsnh.com
Tel: (416) 597-6489
Fax: (416) 597-3370

Lawyers for MNP Ltd. in its capacity as the court
appointed liquidator of WG Vineyard Niagara Inc. and
WG Domain Niagara Inc.

Tab 3

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

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Liquidator's certificate to the Purchaser substantially in the form attached as **Schedule "A" hereto** (the "**Liquidator's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Sloan dated March 27, 2018; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule B** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule C**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

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

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Liquidator is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

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

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

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

provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the 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.

Schedule A – Form of Liquidator’s Certificate

Court File No. C-100/18

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

WEIWEI GAO

Applicant

- and -

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

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

LIQUIDATOR’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Sloan dated March 27, 2018, MNP Ltd. was appointed as the liquidator (the “**Liquidator**”) of all of the assets, undertakings and properties of WG Vineyard Niagara Inc. (the “**Debtor**”), including all proceeds therefrom.

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of October 31, 2018 (the “**Sale Agreement**”) between the Liquidator and Jenkins Vineyards Niagara Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Liquidator to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Liquidator and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Liquidator.

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

the Sale Agreement.

THE LIQUIDATOR CERTIFIES the following:

1. The Purchaser has paid and the Liquidator has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
1. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Liquidator and the Purchaser;
2. The Transaction has been completed to the satisfaction of the Liquidator; and
3. This Certificate was delivered by the Liquidator at [TIME] on ► [DATE].

MNP Ltd., solely in its capacity as court-appointed Liquidator of the assets, undertakings and properties of WG Vineyard Niagara Inc., and not in its personal or corporate capacity and without personal or corporate liability

Per: _____

Name:

Title:

I have authority to bind the corporation.

Schedule B – Claims to be deleted and expunged from title to Real Property

1. The charge registered on November 16, 2015 as Instrument No. NR397931 in favour of Sunnyways Investment Inc.

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. The transfer easement registered on February 20, 2015 as Instrument No. NR375211 in favour of 1019468 Ontario Inc.
2. Verbal tenancy arrangements, which the Liquidator understands to be on a month-to-month basis, as follows:
 - a) with Anita Karpinski for \$650 per month for the First Floor Unit A of 1123 Four Mile Creek Road, Niagara-on-the Lake, Ontario;
 - b) with Jilian Lowel for \$650 per month for the First Floor Unit B of 1123 Four Mile Creek Road, Niagara-on-the Lake, Ontario;
 - c) with Garrett Harte for \$800 per month for the Second Floor Unit of 1123 Four Mile Creek Road, Niagara-on-the Lake, Ontario; and
 - d) with Peter Blakeman for 1125 Four Mile Creek Road, Niagara-on-the Lake, Ontario.

Schedule D – Legal Description

PIN: 46381-0008 (LT)

Description:

PT TWP LTS 78 NIAGARA; PT TWP LT 79 NIAGARA PT 2 30R1551 EXCEPT PT 1, 2, 3 30R8538; SUBJECT TO AN EASEMENT OVER PT 2, 30R14479 IN FAVOUR OF PT TWP LT 78 NIAGARA PT 1, 2, 3 30R8538 AS IN NR375211; TOGETHER WITH AN EASEMENT OVER PT TWP LT 78 NIAGARA PT 1, 30R14479 AS IN NR375212; TOWN OF NIAGARA-ONTHE-LAKE

WEIWEI GAO
Applicant

- and -

WG VINEYARD NIAGARA INC. et al
Respondents

Court File No. C-100/18

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Kitchener

APPROVAL AND VESTING ORDER

GOLDMAN SLOAN NASH & HABER LLP

Barristers and Solicitors
Suite 1600, 480 University Avenue
Toronto, Ontario, M5G 1V2
Fax: 416-597-3370

R. Brendan Bissell [LSUC No.: 40354V]

Email: bissell@gsnh.com
Tel: (416) 597-6489
Fax: (416) 597-3370

Lawyers for MNP Ltd. in its capacity as the court appointed liquidator of WG Vineyard Niagara Inc. and WG Domaine Niagara Inc.

Tab 4

Revised: January 21, 2014

Court File No. C-100/18

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE JUSTICE) WEEKAAW DAY, THE #)
)) DAY
))

JUSTICE OF) OF MONTH 2018

B E T W E E N:

PLAINTIFF

Plaintiff

WEIWEI GAO

Applicant

- and -

DEFENDANT

Defendant

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

APPLICATION UNDER Section 207 of the Business Corporations Act, R.S.O. 1990, c B. 16

APPROVAL AND VESTING ORDER

THIS MOTION, made by [RECEIVER'S NAME] MNP Ltd. in its capacity as the court-appointed receiver liquidator (the "Receiver" "Liquidator") of all of the undertaking, property and assets of [DEBTOR] assets, undertakings and properties of WG Vineyard Niagara Inc. (the "Debtor"), for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the

~~Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended Liquidator and Jenkins Vineyards Niagara Inc. (the "Purchaser") made as of October 31, 2018, as amended, and attached as a confidential appendix~~ to the Report of the ~~Receiver~~ Liquidator dated ~~[DATE]~~ February 7, 2019 (the "~~Report~~"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "~~Purchased Assets~~"), was heard this day at ~~330 University Avenue, Toronto~~ 85 Frederick St., Kitchener, Ontario.

ON READING the Report and on hearing the submissions of counsel for the ~~Receiver~~ Liquidator, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed¹:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,² and the execution of the Sale Agreement by the ~~Receiver~~³ Liquidator is hereby authorized and approved, with such minor amendments as the ~~Receiver~~ Liquidator may deem necessary. The ~~Receiver~~ Liquidator is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver~~ Liquidator's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "~~Receiver~~ "**Liquidator's Certificate**""), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~[and listed on Schedule B hereto]~~⁴ shall vest absolutely in the Purchaser, free and clear of and from any and all security

¹ ~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

² ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³ ~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

⁴ ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] Sloan dated [DATE] March 27, 2018; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule CB** hereto (all of which are collectively referred to as the "Encumbrances"⁶, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule DC**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~ [Land Titles Division of {LOCATION} Niagara North of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*]⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in **Schedule BD** hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule **CB** hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver Liquidator's

⁵ The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

⁶ Elect the language appropriate to the land registry system (Registry vs. Land Titles).

⁷ The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale⁸, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the ~~Receiver~~Liquidator is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, ~~including personal information of those employees listed on Schedule "A" to the Sale Agreement~~. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent

⁸~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

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

Revised: January 21, 2014

Schedule A – Form of ~~Receiver~~Liquidator's Certificate

Court File No. C-100/18

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

~~PLAINTIFF~~

Plaintiff

WEIWEI GAO

Applicant

- and -

~~DEFENDANT~~

Defendant

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

APPLICATION UNDER Section 207 of the Business Corporations Act, R.S.O. 1990, c B. 16

~~RECEIVER~~LIQUIDATOR'S CERTIFICATE

RECITALS

A. ~~A.~~ Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ of the ~~Ontario Superior Court of Justice~~ (the "Court") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ Justice Sloan dated March 27, 2018, MNP Ltd. was appointed as the ~~receiver~~liquidator (the "Receiver""Liquidator") of all of the undertaking, property and assets of [DEBTOR] assets, undertakings and properties of WG Vineyard Niagara Inc. (the "Debtor"), including all proceeds therefrom.

B. ~~B.~~ Pursuant to an Order of the Court dated ~~[DATE]~~, the Court approved the

~~2~~
2

agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~ October 31, 2018 (the "~~“Sale Agreement”~~") between the ~~Receiver [Debtor] and [NAME OF PURCHASER]~~ (the "~~Liquidator and Jenkins Vineyards Niagara Inc. (the “Purchaser”~~") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~ Liquidator to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section 4 of~~ the Sale Agreement have been satisfied or waived by the ~~Receiver~~ Liquidator and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the ~~Receiver~~ Liquidator.

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

THE ~~RECEIVER~~ LIQUIDATOR CERTIFIES the following:

~~1.~~ 1. — The Purchaser has paid and the ~~Receiver~~ Liquidator has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

~~1.~~ 2. — The conditions to Closing as set out in ~~section 4 of~~ the Sale Agreement have been satisfied or waived by the ~~Receiver~~ Liquidator and the Purchaser; ~~and~~

~~2.~~ 3. — The Transaction has been completed to the satisfaction of the ~~Receiver~~ Liquidator; ~~and~~

~~3.~~ 4. — This Certificate was delivered by the ~~Receiver~~ Liquidator at _____ [TIME] on _____ ~~▶~~ [DATE].

-2-

3

MNP Ltd., solely in its capacity as court-appointed Liquidator of the assets, undertakings and properties of WG Vineyard Niagara Inc., and not in its personal or corporate capacity and without personal or corporate liability

Per: _____

Name: _____

Title: _____

I have authority to bind the corporation.

~~NAME C
Receiver-
DEBTOR~~

Name:-

Title:-

Revised: January 21, 2014

Schedule B – ~~Purchased Assets~~

~~Schedule C~~—Claims to be deleted and expunged from title to Real Property

1. The charge registered on November 16, 2015 as Instrument No. NR397931 in favour of Sunnyways Investment Inc.

5

**Schedule DC – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. The transfer easement registered on February 20, 2015 as Instrument No. NR375211 in favour of 1019468 Ontario Inc.
2. Verbal tenancy arrangements, which the Liquidator understands to be on a month-to-month basis, as follows:
 - a) with Anita Karpinski for \$650 per month for the First Floor Unit A of 1123 Four Mile Creek Road, Niagara-on-the Lake, Ontario;
 - b) with Jilian Lowel for \$650 per month for the First Floor Unit B of 1123 Four Mile Creek Road, Niagara-on-the Lake, Ontario;
 - c) with Garrett Harte for \$800 per month for the Second Floor Unit of 1123 Four Mile Creek Road, Niagara-on-the Lake, Ontario; and
 - d) with Peter Blakeman for 1125 Four Mile Creek Road, Niagara-on-the Lake, Ontario.

Schedule D – Legal Description

PIN: 46381-0008 (LT)

Description:

PT TWP LTS 78 NIAGARA; PT TWP LT 79 NIAGARA PT 2 30R1551 EXCEPT PT 1, 2, 3 30R8538; SUBJECT TO AN EASEMENT OVER PT 2, 30R14479 IN FAVOUR OF PT TWP LT 78 NIAGARA PT 1, 2, 3 30R8538 AS IN NR375211; TOGETHER WITH AN EASEMENT OVER PT TWP LT 78 NIAGARA PT 1, 30R14479 AS IN NR375212; TOWN OF NIAGARA-ONTHE-LAKE

WEIWEI GAO
Applicant

- and -

WG VINEYARD NIAGARA INC. et al
Respondents

Court File No. C-100/18

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Kitchener

APPROVAL AND VESTING ORDER

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Lawyers for MNP Ltd. in its capacity as the court appointed
liquidator of WG Vineyard Niagara Inc. and WG Domaine
Niagara Inc.

4

Document comparison by Workshare Professional on Thursday, February 07, 2019 9:51:40 PM

Input:	
Document 1 ID	file:///U:\BBissell\MNP Ltd re WG Vineyards - 8012.0007\Pleadings\Motion re sale of 1123 Four Mile Creek etc. - February\Model Approval and Vesting Order.docx
Description	Model Approval and Vesting Order
Document 2 ID	file:///U:\BBissell\MNP Ltd re WG Vineyards - 8012.0007\Pleadings\Motion re sale of 1123 Four Mile Creek etc. - February\Approval and Vesting Order v.3.docx
Description	Approval and Vesting Order v.3
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Statistics:	

Format changed	0
Total changes	274

Tab 5

Court File No. C-100/18

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
JUSTICE) • DAY, THE • DAY
) OF FEBRUARY, 2019

B E T W E E N:

WEIWEI GAO

Applicants

– and –

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

ORDER

THIS MOTION, made by MNP Ltd. in its capacity as the Court-appointed liquidator (the “**Liquidator**”) of the undertaking, property and assets of WG Vineyard Niagara Inc. (“**WG Vineyard**”) and WG Domaine Niagara Inc. (“**WG Domaine**” and together with WG Vineyard, the “**Companies**” or the “**Respondents**”) for an order, *inter alia*, approving the Liquidator’s activities, fees and disbursements was heard this day at 85 Frederick Street, Kitchener, Ontario.

ON READING the Notice of Motion of the Liquidator, the Second Report of the Liquidator dated February 7, 2019 (the “**Second Report**”), including the Affidavit of Sheldon Title, sworn February 7, 2018 and R. Brendan Bissell, sworn February 7, 2019 (collectively, the “**Fee Affidavits**”), filed, and on hearing the submissions of counsel for the Liquidator, no one else appearing although duly served as appears from the Affidavit of Service of • sworn February •, 2019, filed:

[2]

SERVICE

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

APPROVAL OF LIQUIDATOR'S REPORTS, ACTIVITIES AND FEES

2. **THIS COURT ORDERS** that the Second Report and the activities described in such report be and are hereby approved.

3. **THIS COURT ORDERS** that the professional fees and disbursements of the Liquidator in the amount of \$74,716.82 as set out in the Fee Affidavits be and are hereby approved.

4. **THIS COURT ORDERS** that the professional fees and disbursements of Goldman Sloan Nash & Haber LLP, legal counsel of the Liquidator, in the amount of \$42,660.19 as set out in the Fee Affidavits be and are hereby approved.

SEALING

5. **THIS COURT ORDERS** that Confidential Appendices A, B, C, D, E and F to the Second Report be and hereby are sealed pending the closing of the transaction to sell the property located at 1123 Four Mile Creek Road, Niagara-on-the-Lake, Ontario and the filing of a Liquidator's Certificate.

GENERAL

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

[3]

foreign proceeding, or to assist the Applicant and the Liquidator and their respective agents in carrying out the terms of this Order.

WEIWEI GAO
Applicant

- and -

WG VINEYARD NIAGARA INC. et al
Respondents

Court File No. C-100/18

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Kitchener

ORDER

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Tab 6

Court File No. C-100/18

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

WEIWEI GAO

Applicants

– and –

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

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WEIWEI GAO
al
Applicant

- and -

WG VINEYARD NIAGARA INC. et
Respondents

Court File No. C-100/18

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

Proceedings commenced at Kitchener

**MOTION RECORD
(returnable February 14, 2019)**

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