

**NOTICE OF OPPORTUNITY  
TO ACQUIRE CLAIM OF THE CCAA APPLICANTS  
DEADLINE: 5:00 P.M. EST ON JULY 7, 2025**

Pursuant to an Initial Order granted by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on January 23, 2024, as subsequently amended and restated by the Court, KSV Restructuring Inc. was appointed as monitor (the "**Monitor**") of each of Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., the Mulligan Inc., Horses In The Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the "**Applicants**") in connection with the Applicants' proceedings (the "**Balboa Proceedings**") under the *Companies' Creditors Arrangement Act* ("**CCAA**").

On June 25, 2024, the Court granted an order (the "**EMP Order**") in the Balboa Proceedings which, *inter alia*, empowered and authorized the Monitor to exercise any powers which may be properly exercised by a board of directors or any officers of the Applicants.

In accordance with the Monitor's authority under the EMP Order, the Applicants have entered into an assignment agreement (the "**Assignment Agreement**") dated as of May 31, 2025 with Viscount Capital Inc. ("**Viscount**") pursuant to which Viscount will, subject to certain conditions (including in connection with this Notice), acquire all of the Applicants' right, title and interest in a claim/action against Core Acquisition Co Inc. ("**Core**") for, *inter alia*, damages arising from breach of contract and/or unjust enrichment relating to unpaid portions of the purchase price to be paid under an agreement of purchase and sale dated February 24, 2022, as amended, between certain of the Applicants and Core (the "**Claim**").

A copy of the Assignment Agreement is attached to this Notice.

Under the Assignment Agreement, Viscount agrees that all proceeds or monies generated or received from any recovery under a successful order or judgment under the Claim or any settlement of the Claim (the "**Recovered Amounts**") shall be paid as follows:

- a) Firstly, to Viscount on account of (collectively, the "**Viscount Priority Payment**"):
  - i. all out-of-pocket expenses and costs associated with this assignment, and its litigation efforts;
  - ii. the Funding Requirements (as defined in the Assignment Agreement); and
  - iii. an amount of up to CDN\$1,000,000, to be applied to repay the outstanding unsecured indebtedness owing by The Lion's Share Group Inc ("**LSGI**") to Viscount under certain promissory notes advanced by Viscount to LSGI.
- b) Secondly, any Recovered Amounts in excess of the Viscount Priority Payment, to the general unsecured creditors of the Applicants in the Balboa Proceeding on a *pro rata* basis in accordance with a further order of the Court.

The assignment of the Claim to Viscount pursuant to the Assignment Agreement is conditional upon, among other things, no other person having provided a written offer to the Monitor by 5:00 p.m. (EST) July 7, 2025 offering to take an assignment of the Claim on terms that are, in the opinion of the Monitor, more favourable than the terms of the Assignment Agreement, which, for greater certainty, must provide for a reimbursement of the Funding Requirements actually funded by Viscount.

**The Monitor is therefore, by this Notice, soliciting any written offers to take an assignment of the Claim on more favourable terms than the terms of this Assignment Agreement, which, for greater certainty, must provide for a reimbursement of the Funding Requirements actually funded by Viscount.**

***Any such offer(s) should be delivered to the Monitor in writing by email at [balboa@ksvadvisory.com](mailto:balboa@ksvadvisory.com) and must be received by the Monitor no later than 5:00 p.m. (EST) on July 7, 2025.***

**If the Monitor does not receive any offers by that deadline, the condition in the Assignment Agreement will be satisfied and the Monitor will proceed to seek Court approval of the Assignment Agreement and the assignment of the Claim to Viscount.**

If you are interested in potentially making an offer to take an assignment of the Claim, you can contact the Monitor in writing by email at [balboa@ksvadvisory.com](mailto:balboa@ksvadvisory.com) to obtain further details on the Claim, subject to entering into an appropriate confidentiality agreement. Please note that the Applicants and the Monitor make no representations or warranties of any kind in relation to the Claim and any information provided to persons in connection therewith and any assignment of the Claim must be on an “as is, where is” basis, without any representation or warranties of any kind and without recourse.

## Assignment Agreement re CORE Claim

This ASSIGNMENT dated as of the 31<sup>st</sup> day of May, 2025 (the “**Assignment Agreement**”)

BETWEEN:

**BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC.,  
THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC. HORSES  
IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.**

(collectively, the “**Applicants**” or the “**Assignor**”)

-and-

**VISCOUNT CAPITAL INC.,**  
for the benefit of itself and the unsecured creditors of the Applicants  
(the “**Assignee**”)

**WHEREAS** pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted on January 23, 2024 (as amended and amended and restated from time to time, the “**Initial Order**”), the Applicants were granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”, and the proceedings resulting thereby, the “**Balboa Proceeding**”), and KSV Restructuring Inc. (“**KSV**”) was appointed by the Court as CCAA monitor of the Applicants (in such capacity, the “**Monitor**”);

**AND WHEREAS** on June 25, 2024, the Court granted an order (the “**EMP Order**”) which, *inter alia*, empowered and authorized the Monitor to exercise any powers which may be properly exercised by a board of directors or any officers of the Applicants;

**AND WHEREAS** on May 2, 2025, under the authority of the Monitor pursuant to the EMP Order, certain of the Applicants issued a Notice of Action (the “**Notice of Action**”) naming Core Acquisition Co. Inc. as a defendant for, *inter alia*, damages arising from breach of contract and/or unjust enrichment relating to unpaid portions of the purchase price required to be paid under the agreement of purchase and sale dated February 24, 2022, as amended (the “**Claim**”);

**AND WHEREAS**, subject to the terms and conditions set out in this Assignment Agreement, the Monitor intends to make a motion to the Court for an Order (the “**Assignment**”

**Order**") substantially in the form attached at Schedule "A" hereto with such modifications acceptable to the Assignee and the Monitor (each acting reasonably), among other things, assigning the Claim to the Assignee and authorizing the Assignee to continue the proceedings commenced in the Notice of Action that are held by the Applicants, all on the terms set out in this Assignment Agreement;

**AND WHEREAS** the Assignment Order (if granted) will assign all of the Applicants' right, title and interest, if any, in the subject matter of the Claim to the Assignee, on an *as is, where is* basis and free and clear of all claims, for the benefit of itself and the unsecured creditors of the Applicants on the terms set out in this Assignment Agreement;

**AND WHEREAS** it is a condition of the Assignor and the Monitor agreeing to assign the Claim to the Assignee that (i) the Assignee cover the out-of-pocket costs and expenses related to negotiating this assignment and pursuing the Claim (the "**Out-of-Pocket Costs**"), and the Assignee has agreed to cover the Out-of-Pocket Costs; and (ii) no other person has provided a written offer to the Monitor by 5:00 p.m. (EST) July 7, 2025 offering to take an assignment of the Claim on terms that are, in the opinion of the Monitor, better than the terms of this Assignment Agreement, which, for greater certainty, must provide for a reimbursement of the Funding Requirements (as defined below) actually funded by the Assignee (together, the "**Assignment Conditions**");

**NOW THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby agrees with the Assignee as follows:

1. Subject to the Assignment Conditions and the granting of the Assignment Order, the Assignor hereby assigns absolutely to the Assignee, for itself and for the benefit of the unsecured creditors of the Applicants, all of the estate, right, title, interest, claim and demand, if any, whatsoever both at law and in equity, including any document in support thereof and any and all rights, claims, demands and causes of action that the Assignor has in the Claim but without recourse of any kind whatsoever to the Assignor, the Monitor or KSV (or the Monitor's and KSV's current and former directors and officers, partners, employees, agents, advisors, legal counsel and representatives).

2. The Assignee acknowledges and agrees that the Assignee is accepting the Claim and any related documentation on an “*as is, where is*” basis, without any representations or warranties of any kind, save and except in respect of the express representation and warranty made pursuant to Section 8 herein, and without recourse against the Assignor or the Monitor and KSV (or the Monitor’s and KSV’s current and former directors and officers, partners, employees, agents, advisors, legal counsel and representatives) in any respect.

3. Following the assignment, neither the Assignors nor the Monitor shall be required in any way to participate in the Claim (or any proceedings relating to the Claim) in any manner whatsoever, including production and discovery. For greater certainty, this exclusion shall not apply to the principals of the Applicants, including, *inter alia*, Robert Clark and Aruba Butt, provided that neither the Assignors nor the Monitor shall be required to, or required to take steps to, compel such participation of the principals of the Applicants.

4. The Assignee agrees that all proceeds or monies generated or received from any recovery under a successful order or judgment under the Claim or any settlement of the Claim (the “**Recovered Amounts**”) shall be paid as follows:

(a) Firstly, to the Assignee on account of (collectively, the “**Viscount Priority Payment**”):

- (i) all out-of-pocket expenses and costs associated with this assignment, and its litigation efforts;
- (ii) the Funding Requirements (as defined below); and
- (iii) an amount of up to CDN\$1,000,000, to be applied to repay the outstanding unsecured indebtedness owing by The Lion’s Share Group Inc (“**LSGI**”) to the Assignee under certain promissory notes advanced by the Assignee to LSGI.

(b) Secondly, any Recovered Amounts in excess of the Viscount Priority Payment, to the general unsecured creditors of the Applicants in the Balboa Proceeding on a *pro rata* basis in accordance with an order of the Court.

5. The Monitor shall, on behalf of the Applicants in accordance with the EMP Order, instruct Adair Goldblatt Bieber LLP (“**AGB**”) to prepare and file a Statement of Claim (the “**Statement of Claim**”) with respect to the Claim and the Notice of Action.

6. The Assignee agrees that it shall be responsible for the Out-of-Pocket Costs of: (i) the Monitor and its legal counsel for preparing, negotiating and settling this Assignment Agreement and preparing and bringing the motion for the Assignment Order up to \$25,000; and (ii) AGP for the preparation and filing of the Statement of Claim (the “**Funding Requirements**”). The Assignee shall wire the Monitor, in accordance with the wire instructions provided by the Monitor, the amount of \$35,000 to cover the Funding Requirements, which includes an initial amount to cover the Out-of-Pocket Costs of AGP to prepare and file the Statement of Claim. The Assignee’s obligation to pay the Funding Requirements shall be unconditional and non-refundable (including if the Assignment Order is not granted), other than solely to the extent of a refund received pursuant to any other party’s accepted and approved offer to take an assignment of the Claim, if any, as contemplated by the Assignment Conditions.

7. Following the issuance of the Assignment Order, the Assignee will continue the engagement of AGB and shall pay all professional fees and costs in furtherance of advancing the Claim.

8. The Monitor represents and warrants to the Assignee that it has not previously pledged, assigned or encumbered the Claim, other than in respect of the Charges set out in the Initial Order.

9. Subject to Section 8 hereof, none of the Assignor, the Monitor or KSV (or the Monitor’s and KSV’s current and former directors and officers, partners, employees, agents, advisors, legal counsel and representatives) make any representation or warranty of any kind whatsoever with respect to the Claim, the Notice of Action or the Statement of Claim, including, for greater certainty, no representation or warranty with respect to the validity, enforceability, existence, adequacy, sufficiency, collectability, value or any other matter whatsoever with respect to the Claim, the Notice of Action or the Statement of Claim.

10. The Assignee hereby: (i) unconditionally and irrevocably fully releases and discharges, and holds harmless, the Monitor and KSV and their current and former directors and officers, partners,

employees, agents, advisors, legal counsel and representatives (the “**Released Parties**”) from any claim or cause of action which the Assignee may now or hereafter have against any of the Release Parties by reason of any matter or thing arising out of, or resulting from the Claim, the Notice of Action or the Statement of Claim, including any claim for negligence as against any of the Released Parties, and (ii) agrees that the Assignee will not make or take any claim with respect to any matter released and discharged in this Section 10 which may result in any claim against the Released Parties for contribution or indemnity or other relief.

11. The Assignee hereby agrees to indemnify and save harmless the Monitor and KSV and their current and former directors and officers, partners, employees, agents, advisors, legal counsel and representatives (collectively, the “**Indemnitees**”) (i) from and against all claims, relief or causes of action asserted against any of the Indemnitees in any way directly or indirectly arising from, relating to or in connection with this Assignment Agreement or the Claim, the Notice of Action or the Statement of Claim from and after the date of the Assignment Order and (ii) for any and all fees, expenses or costs (including professional fees and expenses) that any of the Indemnities may be required to expend if they are required (despite the terms of this Assignment Agreement and the Assignment Order) to participate in any way relating to the Claim (or any proceedings relating thereto) or defend against, object to or oppose any claims, relief or causes of action asserted against any of the Indemnitees in any way directly or indirectly arising from, relating to or in connection with this Assignment Agreement or the Claim, the Notice of Action or the Statement of Claim.

12. The Assignee agrees that it shall forego and not be entitled to any funds or recoveries from its claims into the estate of LSGI in excess of the Viscount Priority Payment.

13. Until such time as the Monitor is discharged, the Assignee shall provide to the Monitor periodic (and not less than quarterly) reports on the status of the Claim commencing on the date that is three months following the date of this Assignment Agreement.

14. Until such time as the Monitor is discharged, the Assignor agrees to execute and deliver to the Assignee at the Assignee's expense all such further documents and instruments, if any, as the Assignee may reasonably require to more fully vest it with the Assignor's rights in the Claim to the Assignee pursuant to the Assignment Order.

15. This Assignment Agreement binds and enures to the benefit of the parties' respective heirs, successors and assigns, to the extent applicable.

16. The Assignee acknowledges and agrees that the Monitor is executing this Assignment Agreement, in its capacity as Monitor and not in its personal or corporate capacity, on behalf of the Applicants in accordance with the Monitor's authority under the EMP Order, and that KSV and the Monitor, and their current and former directors and officers, partners, employees, agents, advisors, legal counsel and representatives, shall have no personal or corporate responsibility or liability under this Assignment Agreement.

17. This Assignment Agreement can only be modified or amended by written agreement executed by the Assignee and the Monitor on behalf of the Applicants in accordance with the Monitor's authority under the EMP Order. This document constitutes the entire agreement between the Assignor and Assignee, and there are no other terms, conditions, provisos, agreements, warranties or representations, other than those expressly contained herein in writing.

18. This Assignment Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereto irrevocably submit to the Court overseeing the Balboa Proceedings in any action or proceeding arising out of or relating to this Assignment Agreement that involves the Assignor or the Monitor, and irrevocably agree that all such actions and proceedings may be heard and determined in the Court, and irrevocably waives, to the fullest extent possible, the defence of an inconvenient forum; provided that nothing herein constitutes a waiver of any protections (including, without limitation, the stays of proceedings) in favour of the Assignor or the Monitor contained in the CCAA or the Initial Order.

19. Each of the parties hereto acknowledges and declares that: (a) it has had an adequate opportunity to read and consider this Assignment Agreement and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice; (b) it fully understands the nature and effect of this Assignment Agreement; and (c) this Assignment Agreement has been duly executed voluntarily.

20. This Assignment Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument



and execution and delivery of this Assignment Agreement may be made and evidenced by electronic transmission.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF** each of the undersigned has executed this Assignment Agreement with effect as of the date first written above.

**BALBOA INC., DSPLN INC., HAPPY  
GILMORE INC., INTERLUDE INC.,  
MULTIVILLE INC., THE PINK FLAMINGO  
INC., HOMETOWN HOUSING INC., THE  
MULLIGAN INC. HORSES IN THE BACK  
INC., NEAT NESTS INC. AND JOINT  
CAPTAIN REAL ESTATE INC., by KSV  
Restructuring Inc., in its capacity as monitor and  
not in its personal or corporate capacity**

By.

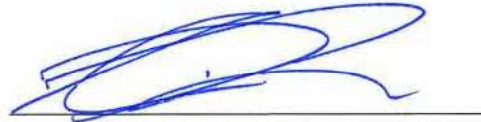


Name: **David Sieradzki**  
Title: **Managing Director**

c/s

**VISCOUNT CAPITAL INC.**

By:



Name: **ERIC RAHN**  
Title: **DIRECTOR**

c/s

# Schedule “A”

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

THE HONOURABLE	)	<*>DAY THE <*>
	)	
JUSTICE OSBORNE	)	DAY OF <*>, 2025

B E T W E E N:

**IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY  
GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE  
PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE  
MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS  
INC. AND JOINT CAPTAIN REAL ESTATE INC. (collectively the  
“Applicants”, and each an “Applicant”)**

**ORDER  
(Assignment of Claims)**

**THIS MOTION**, made by KSV Restructuring Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”) was heard this day by judicial videoconference via Zoom videoconference.

**ON READING** the Motion Record of the Monitor, including the Thirteenth Report of the Monitor dated <\*>, 2025 (the “**Thirteenth Report**”) and appendices thereto, and such other materials that were filed, and on hearing the submissions of counsel to the Monitor, counsel to the Assignee (as defined below), and those other parties in attendance, no one else appearing although duly served as it appears from the Affidavit of Service of <\*> dated <\*>, filed.

## **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the motion record of the Monitor is hereby validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined have the meaning given to them in the Thirteenth Report.

## **ASSIGNMENT OF CORE CLAIM**

3. **THIS COURT ORDERS** that the assignment agreement between the Applicants and Viscount Capital Inc. (the “**Assignee**”) dated as of May 31, 2025 substantially in the form attached at Appendix “●” to the Thirteenth Report (the “**Assignment Agreement**”) be and is hereby approved, and the Monitor is hereby authorized and directed, *nunc pro tunc*, on behalf of the Applicants in accordance with the Order (Expansion of Monitor’s Powers) granted by this Court on June 25, 2024 (the “**Expanded Powers Order**”), to execute the Assignment Agreement and to give full effect to the terms of the Assignment Agreement in accordance with this Order. The Monitor is hereby authorized and directed to take such additional steps and execute such additional documents, on behalf of the Applicants in accordance with the Expanded Powers Order, as may be necessary or desirable for the completion of the transactions contemplated by the Assignment Agreement.
4. **THIS COURT ORDERS** that, subject to the terms and provisions of the Assignment Agreement and this Order, the Assignee is authorized to continue proceedings, including the action bearing Court File No. CV-25-00742331-0000, in its own name and at its own expense and risk regarding the Applicants’ claims as against Core Acquisition Co. Inc. as a defendant for, *inter alia*, damages arising from breach of contract and/or unjust enrichment relating to unpaid portions of the purchase price required to be paid under the agreement of purchase and sale dated February 24, 2022 (the “**Assigned Claim**”) pursuant to terms of the Assignment Agreement.
5. **THIS COURT ORDERS**, subject to the terms and provisions of the Assignment Agreement and this Order, this Order herein shall have the effect of transferring the Applicants’ right, title and interest in the Assigned Claim to the Assignee.

6. **THIS COURT ORDERS** that all proceeds or monies generated or received from any recovery under a successful order or judgment under the Assigned Claim or any settlement of the Assigned Claim (the “**Recovered Amounts**”) shall be paid as follows:

- (a) to the Assignee on account of (collectively, the “**Viscount Priority Payment**”):
  - (i) all out-of-pocket expenses and costs associated with the assignment, and the Assignee’s litigation efforts;
  - (ii) the Funding Requirements (as defined in the Assignment Agreement); and
  - (iii) an amount of up to CDN\$1,000,000, to be applied to repay the outstanding unsecured indebtedness owing by The Lion’s Share Group Inc. (“**LSGI**”) to the Assignee under certain promissory notes advanced by the Assignee to LSGI; and
- (b) subject to a further order of this Court, any Recovered Amounts in excess of the Viscount Priority Payment shall be distributable to the general unsecured creditors of the Applicants in these proceedings on a *pro rata* basis.

7. **THIS COURT ORDERS** that the Applicants and the Monitor shall not be required in any way to participate in the Assigned Claim (or any proceedings relating to the Assigned Claim) in any manner whatsoever, including production and discovery. For greater certainty, this exclusion shall not apply to the principals of the Applicants, including, *inter alia*, Robert Clark and Aruba Butt, provided that the Applicants and the Monitor shall not be required to, or be required to take steps to, compel such participation of the principals of the Applicants.

8. **THIS COURT ORDERS** that the Monitor shall have no personal liability in carrying out the actions contemplated by this Order or the Assignment Agreement and, without limitation the generality of any other protection afforded to it, shall continue to have all of the protections afforded to it under the CCAA and all Orders of this Court.

9. **THIS COURT ORDERS** that the Assignee, any creditor of Applicants' estates and/or the Monitor may seek the advice and direction of this Court with respect to the order herein and its implementation by way of motion brought on at least seven (7) days' notice.

#### **MISCELLANEOUS**

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

11. **THIS COURT ORDERS** that the Monitor and its counsel, may serve or distribute this Order and any related materials, by forwarding true copies thereof by email or regular mail. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and the notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

12. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order and is enforceable without the need for entry or filing.

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IN THE MATTER OF AN APPLICATION UNDER SECTION 101 OF THE  
*COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC.,  
INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC.,  
HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE  
BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

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

Proceeding commenced at TORONTO

**ORDER**  
**(Assignment of Claims)**

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