

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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
URBANCORP CUMBERLAND 2 GP INC., URBANCORP CUMBERLAND 2 L.P.,
BOSVEST INC., EDGE ON TRIANGLE PARK INC., AND EDGE RESIDENTIAL INC.

EIGHTH REPORT TO THE COURT
OF GUY GISSIN, IN HIS CAPACITY AS COURT APPOINTED
FUNCTIONARY AND FOREIGN REPRESENTATIVE OF URBANCORP INC.

January 08, 2018

A. BACKGROUND

1. On April 25, 2016, pursuant to an application under Israel's insolvency regime brought by the indenture trustee of certain notes issued by Urbancorp Inc. ("UCI") on the Israeli Stock Exchange ("Bond Issuance"), the District Court in Tel Aviv-Jaffa, Israel ("Israeli Court") granted an order appointing Guy Gissin as functionary officer of UCI (the "Functionary") and giving him certain management powers, authorities and responsibilities over UCI ("Israeli Proceedings").
2. On April 29, 2016, Bosvest Inc. ("Bosvest"), Edge Residential Inc. ("Residential"), and Edge on Triangle Park ("Triangle", and, collectively with Bosvest and Residential, the "Edge Companies") each filed a notice of intention to make a proposal ("NOI") pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("BIA").
3. On May 18, 2016, the Ontario Superior Court of Justice (Commercial List) ("Ontario Court") granted an initial recognition order under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("CCAA"), which declared the Israeli Proceedings in respect of UCI as a "foreign main proceeding" and recognized the Functionary as foreign representative of UCI.

4. On May 20, 2016, Urbancorp Cumberland 2 GP Inc. (“**Cumberland 2 GP**”) and Urbancorp Cumberland 2 L.P. (“**Cumberland 2 LP**”, and together with Cumberland 2 GP, the “**Cumberland Companies**”) both filed NOIs (hereinafter, the Edge Companies and the Cumberland Companies are, collectively, the “**Applicants**”).
5. The Fuller Landau Group Inc. was appointed as proposal trustee (“**Proposal Trustee**”) in respect of the Applicants' NOIs.
6. On June 8, 2016, the Functionary and the Proposal Trustee entered into a “Protocol for Co-operation Among Canadian Court Officer and Israeli Functionary” (“**Protocol**”) which the Ontario Court approved on June 15, 2016. A copy of the Protocol is attached as Appendix “A”.
7. On October 6, 2016, the Ontario Court granted various orders that among other things: (a) continued the NOI proceedings of the Applicants under the CCAA; (b) appointed the Proposal Trustee as the monitor of the Applicants (“**Monitor**”); and (c) continued the Protocol.
8. On September 22, 2017, the Monitor issued its Eighth Report to the Ontario Court (“**Monitor’s Eighth Report**”) in support of a motion returnable September 27, 2017. The Monitor’s Eighth Report and the related motion sought various forms of relief including seeking orders approving: (a) the Monitor’s activities as described in the Monitor’s Eighth Report; and (b) fees and disbursements of the Monitor and its legal counsel.
9. On September 26, 2017, the Israeli Court approved a creditors’ arrangement plan in respect of UCI (“**Plan Approval Order**”). The Plan Approval Order appoints the Functionary as trustee of the UCI estate.¹
10. At the September 27, 2017 motion date, the Functionary opposed certain of the relief that was being sought in relation to the approval of the Monitor's actions and fees due to

¹On October 30, 2017, the Ontario Court granted a recognition order in respect of the Plan Approval Order.

concerns over the potential use of funds from the Applicants to pay for legal expenses incurred in Israel either directly or through work performed by Bennett Jones LLP (“**Bennett Jones**”), counsel to the Applicants and to Alan Saskin, in opposing the Plan Approval Order (“**Fee Issues**”). The Fee Issues had been raised with the Monitor several times back in the spring of 2017, at least 5-6 months before the September hearing date, both orally and in e-mail correspondence.

B. PURPOSE OF THE REPORT

11. The purpose of this Eighth Report is to update the Ontario Court on the Fee Issues and to request that the Ontario Court grant an order requiring the Monitor to:
 - (A) Report to the Ontario Court on the Fee Issues; and
 - (B) Provide to the Functionary copies of the underlying Bennett Jones accounts.

C. THE FEE ISSUES

12. Ahead of the September 27, 2017 hearing, the Functionary advised the Monitor’s counsel of its concerns. In an e-mail sent the day before the hearing, the Functionary’s counsel advised:

“...we have concerns over certain of the relief that is being requested in tomorrow’s motion. As the motion material was served during the Rosh Hashana holiday the Functionary and its counsel had limited opportunity to review the material...The Functionary does take issue with the requests to approve the activities in the 8th report and on the legal proceedings in Israel and the materials are silent on the steps that have been taken in Israel, who is paying for it and why this would benefit the creditors of the Cumberland Two estates (the Functionary, on behalf of UCI being, we believe, one of the largest creditors in the Cumberland Two groups). As such we are going to ask the court to adjourn that portion of the relief to a date to be set.

In addition, we still await information on the payments that have been made to Bennett Jones and will raise this issue with the Court at the same time as we address the issues raised around this report.”

A copy of this e-mail is attached as Appendix "B".

13. In response, the Monitor's counsel advised:

"As to your client's concern about the Monitor's involvement on the proceedings in Israel, we note that it is not the Monitor, but the Proposal Trustee who has retained counsel in the Israeli proceedings. Thus, there is nothing for the Monitor to report upon as relates to the Israeli proceedings.

As to the payments to Bennett Jones, based on our last conversation with Bennett Jones they may soon be releasing un-redacted copies of their invoices. We will confirm this with them. Once they are released they can be produced in the proper manner.

A copy of this e-mail is attached as Appendix "C".

14. At the attendance the next day, the Functionary advised the Ontario Court of its concerns. The Monitor advised the Ontario Court that Bennett Jones had agreed to produce their accounts and that a report should be ready in the next week or so.
15. At the September 27, 2017 hearing, the Ontario Court endorsed the records as follows on the Fee Issues: "The issues of the Monitor's fees & its counsel is to be dealt with by the parties at 9:30 before me on Oct. 12, 2017 (if necessary)." A copy of the September 27, 2017 endorsement is attached as Appendix "D".
16. Despite the statement from the Monitor's counsel, there was no report delivered and the parties re-attended on October 12th.
17. At that attendance, the Monitor advised orally that they had reviewed the accounts of Bennett Jones and had some follow up questions related to a very small number of docket entries which they have asked Bennett Jones to clarify. They were otherwise satisfied that the time related to activity properly spent solely on account of the Applicants.
18. The Ontario Court advised that the fees and activities of the Monitor were being approved but that such approval was without prejudice to the Functionary's rights to seek a review

of the Bennett Jones' fees and any issue as to the Monitor's activities that might arise from such a review.

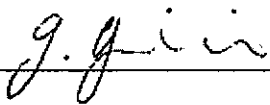
19. The Ontario Court further noted that the Functionary has the right to seek information and that if the information sought is not produced then the Functionary can seek directions from the Ontario Court pursuant to the Protocol. The Ontario Court also noted that any right to production would be subject to any confidentiality or privilege claims as provided for in the Protocol. A copy of the October 12, 2017 endorsement is attached as Appendix "E".
20. The Functionary returned to Toronto after this hearing to meet with various parties including meeting with the Monitor at their offices on November 21, 2017. At that meeting, the Functionary repeated the request for the report and the copies of the underlying Bennett Jones accounts noting that nothing had yet been produced.
21. Counsel to the Monitor again indicated in a manner similar to that set out in the September 27, 2017 attendance, that there were just a few outstanding questions requiring clarification.
22. As at the end of 2017, over 3 months have passed since the September hearing date, and over 8 months since the Fee Issues were first raised, and the Monitor has neither produced its report nor the underlying Bennett Jones accounts.
23. Therefore, the Functionary brings forward this motion, as provided for in the Protocol, requiring the Monitor to report on its review of the Bennett Jones accounts and to produce them for the Functionary to review.

D. RECOMMENDATIONS

24. The Functionary respectfully requests that this Honourable Court grant Orders requiring that the Monitor:
 - (a) Deliver its report on the Bennett Jones' account review; and
 - (b) Produce the Bennett Jones accounts for the Functionary to review itself.

ALL OF WHICH IS RESPECTFULLY
SUBMITTED THIS 08 DAY OF JANUARY,
2018.

Guy Gissin, in his capacity as Court-Appointed
Functionary and Foreign Representative of
Urbancorp Inc., and not in his personal or
corporate capacity



TAB A

PROTOCOL
For Co-operation Among Canadian Court Officer and Israeli Functionary

BETWEEN:

GUY GISSIN , in his capacities
as Functionary Officer appointed by
the Israeli Court for Urbancorp Inc. and Foreign Representative of Urbancorp Inc.
Recognized pursuant to Part IV of the Companies' Creditors Arrangement Act.

- and -

THE FULLER LANDAU GROUP INC., in its capacity
as proposal trustee of certain subsidiaries of Urbancorp Inc.

WHEREAS The Fuller Landau Group Inc. ("FL") was appointed the proposal trustee in respect of each of Bosvest Inc., Edge Residential Inc., Edge on Triangle Park Inc., Urbancorp Cumberland GP 2 Inc. Urbancorp Cumberland 2 LP and including for the purposes of this protocol Westside Gallery Lofts Inc. (which it is anticipated will also be filing a notice of intention in the near future) (the "**Edge Companies**"), in notice of intention filings made by each of the Edge Companies under the *Bankruptcy and Insolvency Act* ("**BIA**") (the "**Edge Proposal Proceedings**");

AND WHEREAS Guy Gissin was appointed as Functionary Officer on a preliminary basis (the "**Israeli Parentco Officer**") of Urbancorp Inc. ("**Parentco**"), the parent of the Edge Companies, by order of the District Court in Tel Aviv-Yafo (the "**Israeli Court**") dated April 25, 2016 (the "**Israeli Functionary Order**") in case number 44348-04-16 *Reznik Paz Nevo Trusts Ltd. Vs. Urbancorp Inc.* (the "**Israeli Proceedings**") and the Israeli Functionary Order was recognized by the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**") by Orders dated May 18, 2016 pursuant to the *Companies' Creditors Arrangement Act* ("**CCAA**") in Court File number CV-16-11392-00CL to enable the Israeli Parentco Officer to represent the interests of Parentco and participate as a stakeholder representative in proceedings commenced by certain subsidiaries of Parentco in connection with protecting the interests of Parentco's creditors, including the holders of the bonds issued on the Tel Aviv Stock Exchange (the "**Parentco Bonds**") pursuant to a deed of trust dated December 7, 2015 (the "**Parentco Bond Indenture**");

AND WHEREAS Parentco is a shareholder and a creditor of one or more of the Edge Companies, and the Israeli Parentco Officer also wishes to participate in the Edge Proposal Proceedings as a stakeholder representative in connection with protecting the interests of Parentco and its creditors, including the Parentco Bonds;

AND WHEREAS FL and the Israeli Parentco Officer have agreed to work cooperatively on the terms set out herein to attempt to maximize recoveries for the benefit of the creditors of the Edge Companies, including Parentco;

NOW THEREFORE, the Israeli Parentco Officer and FL agree to implement the following protocol (the "**Protocol**") to cooperate with each other to maximize recoveries for the creditors of the Edge Companies and other stakeholders in accordance with their legal priorities:

1. At the comeback hearing scheduled on June 15, 2016 before the Canadian Court in the Edge Proposal Proceedings, or as soon after that date as can be scheduled before the Canadian Court, the Edge Companies shall seek an order in form and substance satisfactory to the Israeli Parentco Officer, acting reasonably, giving FL augmented powers so as to control ordinary course management and receipts and disbursements of funds for the Edge Companies and other powers with respect to the direction and management of the Edge Companies and their property. FL acknowledges that the Israeli Parentco Officer shall have standing to appear before the Canadian Court as the representative of Parentco in the Edge Proposal Proceedings. [note to draft: The parties further acknowledge that the terms of the order sought will be the same with appropriate circumstantial amendments to the terms of the order augmenting KSV's authorities and responsibilities as monitor under the CCAA proceedings including paragraphs 27-29, and 31-37 of such order.]
2. The Israeli Parentco Officer and FL agree that, with respect to the Edge Proposal Proceedings:
 - (a) FL shall provide the Israeli Parentco Officer with regular and timely information updates regarding the ongoing status of the Edge Proposal Proceedings as they unfold.
 - (b) The Israeli Parentco Officer shall provide FL with at least three business days' prior notice (including full materials, translated into English) of any proceeding, motion or action it takes in the Israeli Court that may negatively impact the Edge Companies or their Edge Proposal Proceedings;
 - (c) FL shall provide the Israeli Parentco Officer with at least three business days' prior notice of any proceeding, motion or action it takes in the Canadian Court that may negatively impact the Urbancorp Inc. or the Israeli Proceedings;
 - (d) FL shall provide to the Israeli Parentco Officer copies of all information pertaining to the Edge Companies:
 - (i) in FL's possession that FL considers material and; or
 - (ii) as reasonably requested by the Israeli Parentco Officer,provided that FL, in good faith is not of the view that such information is subject to privilege or confidentiality restrictions. If FL is of the view that such information is subject to privilege or confidentiality restrictions, then FL shall so inform the Israeli Parentco Officer and shall seek directions from the Canadian Court on notice to the affected parties in the Edge Proposal Proceedings as to whether there are any restrictions which would prevent the disclosure of such information to the Israeli Parentco Officer.
 - (e) The Israeli Parentco Officer shall provide to FL, in its capacity as the Proposal Trustee of the Edge Companies, copies of all information pertaining to the Israeli Proceedings:

- (i) in the Israeli Parentco Officer's possession that it considers material to the Edge Companies or the Edge Proposal Proceedings and is not subject to privilege or confidentiality restrictions; or
 - (ii) as reasonably requested by FL, provided that this shall not entitle FL or any party requesting information through them to receive information on ongoing reviews or investigations being undertaken by the Israeli Parentco Officer or others in connection with the Israeli Proceedings;
- (f) FL will run an orderly sale and restructuring process with respect to the Edge Companies, subject to approval by the Canadian Court in the Edge Proposal Proceedings. FL will design a sale or restructuring process collaboratively with the Israeli Parentco Officer, with the understanding that at any time during the pendency of the sales process, should an offer come forward with respect to any or all of the Edge Companies contemplating a restructuring or other option which is acceptable to both FL and the Israeli Parentco Officer, the sale process may be truncated in order to pursue the other option with respect to the Edge Companies in question. Alternatively, should the sale process continue to the point of the submission of bids, subject to section 3(b) below, copies of all bids will be provided to the Israeli Parentco Officer by FL, and FL shall discuss same with the Israeli Parentco Officer with the objective, but not the obligation, of hopefully concurring on the course of action to be followed in terms of which bids to continue negotiating or which bid(s) to select, as the successful bidder(s). FL acknowledges that, throughout these processes, the Israeli Parentco Officer may from time to time require instructions and/or directions from the Israeli Court, and that the process shall be conducted in a fashion to permit the Israeli Parentco Officer the opportunity to do so on a timeframe consistent with the urgency of the circumstances then in question. The Israeli Parentco Officer and FL agree that, in the event there is a disagreement between the Israeli Parentco Officer and FL as to the working out of the sale and restructuring process, whether it be in terms of selecting an alternative option to a sale, determining which bids to proceed to negotiate further, or seeking approval of a particular sale from the Canadian Court supervising the Edge Proposal Proceedings, the ultimate decision and course of action shall be determined by the Canadian Court on application by FL for directions and provided that the Israeli Parentco Officer shall have standing as representative of Parentco to make full representations to the Canadian Court as to his views and recommendations. The parties acknowledge that under Canadian law FL may have a duty to consult with other creditors on the foregoing sale and restructuring matters and may do so as it deems advisable in the circumstances.
- (g) The order sought in the Edge Proposal Proceedings augmenting the powers authorities of FL as proposal trustee shall contain the following paragraph pertaining to material or non-ordinary course decisions or disbursements:

THIS COURT ORDERS that the Edge Companies shall not, without further order of this Court: (a) make any disbursement out of the ordinary course of business of its business exceeding in the aggregate \$100,000 in any calendar month; or (b)

engage in any material activity or transaction not otherwise in the ordinary course of it business.

In the event that such paragraph is not included in the order, then any such disbursements or other material activity or transaction shall not be made without the order of the Canadian Court.

3. The Israeli Parentco Officer and FL further agree to cooperate as follows:
 - (a) to the extent practicable, each shall share with the other copies of materials to be filed with their respective courts (but not drafts of any such materials), prior to the public filing of same. This provision may not apply to materials submitted in the course of seeking directions from the Canadian Court in the event of a disagreement between the Israeli Parentco Officer and FL over any matters.
 - (b) The Israeli Parentco Officer agrees that any information provided to him by FL in connection with the sale process or restructuring alternatives and potential proposals to creditors, shall remain confidential and not be disclosed to any party without FL's consent, not to be unreasonably withheld, it being acknowledged that the Israeli Parentco Officer shall be entitled to provide information to its advisors (provided they agree to be bound by the confidentiality restrictions detailed herein) and to both the Israeli Court and the Official Receiver of the Israeli Ministry of Justice, in each case on a sealed and private basis to obtain directions as needed, or as may be set forth in the Non-Disclosure Agreement executed by the Israeli Parentco Officer on June 3, 2016.
4. Provided that FL is acting in good faith and has not engaged in willful misconduct or gross negligence, the Israeli Parentco Officer shall support any extensions of the stay of proceedings in respect of the Edge Proposal Proceedings supported by FL and shall not take any steps to attempt to remove FL as the proposal trustee under the Edge Proposal Proceedings, seek to have the Edge Proposal Proceedings combined with the Urbancorp CCAA Proceedings, or to in any way to interfere with or seek to limit FL's powers in such capacity or to suggest that FL must take instruction from it or the Israeli Court or terminate the Edge Proposal Proceedings without the consent of FL or by order of the Canadian Court. Nothing herein shall be deemed to grant any additional claims, rights or priority of claims to, or in respect of, Parentco, the Parentco Bonds or to the trustee under the Parentco Bond Indenture or to the Israeli Parentco Officer as against the Edge Companies. In the event of any restriction or termination of the Israeli Parentco Officer's powers by the Israeli Court, this Protocol shall be deemed to be modified accordingly such that the Israeli Parentco Officer's powers and authority hereunder are no greater than those given to him by the Israeli Court.
5. This Protocol shall be governed by laws of Ontario and the laws of Canada as applicable and all disputes or requests for direction in connection with this Protocol shall be determined by the Canadian Court. Nothing herein is or shall be deemed to be an attornment by FL to the Israeli Court or the laws of Israel.

****THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK****

6. This Agreement is subject to the approval of the Israeli Court and the Canadian Court.

DATED this 8 day of June, 2016.

Name of Witness:



Name: GUY GISSIN, in his capacities as Functionary Officer appointed by the Israeli Court for Urbancorp Inc. and Foreign Representative of Urbancorp Inc. recognized pursuant to Part IV of the Companies' Creditors Arrangement Act, and not in his personal capacity

THE FULLER LANDAU GROUP INC. in its capacity as proposal trustee and of certain subsidiaries of Urbancorp Inc., and not in its personal capacity

By:

Name:
Title:

6. This Agreement is subject to the approval of the Israeli Court and the Canadian Court.

DATED this 21 day of June, 2016.

Name of Witness:

Name: GUY GISSIN, in his capacities as Functionary Officer appointed by the Israeli Court for Urbancorp Inc. and Foreign Representative of Urbancorp Inc. recognized pursuant to Part IV of the Companies' Creditors Arrangement Act, and not in his personal capacity

THE FULLER LANDAU GROUP INC. in its capacity as proposal trustee and of certain subsidiaries of Urbancorp Inc., and not in its personal capacity

By:

Name: GARY A BRANAMSON
Title: PRESIDENT

TAB B

Ginic, Vanja

From: Kraft, Kenneth
Sent: 26-Sep-17 9:05 AM
To: Robert Drake; forte@gsnh.com
Cc: Rabinovitch, Neil; Hylton Levy; Ginic, Vanja; Guy Gissin (guy@gissinlaw.co.il); Yael Hershkovitz (Yael@gissinlaw.co.il)
Subject: RE: In the Matter of a Plan of Compromise or Arrangement of Urbancorp Cumberland 2 GP Inc., et al., Court File No. CV-16-11541-00CL

Messrs. Forte and Drake

As counsel to the Israeli Functionary we have concerns over certain of the relief that is being requested in tomorrow's motion. As the motion material was served during the Rosh Hashana holiday the Functionary and its counsel had limited opportunity to review the material so this raises only overall concerns at this point. Please note that the Functionary has no objection to the request to the extension of the stay period nor to the appointment of Mr. Polika as a claims officer. The Functionary does take issue with the requests to approve the activities in the 8th report and on the approval of the fees and disbursements of the Monitor and its counsel. The Monitor has been extensively involved in the legal proceedings in Israel and the materials are silent on the steps that have been taken in Israel, who is paying for it and why this would benefit the creditors of the Cumberland Two estates (the Functionary, on behalf of UCI being, we believe, one of the largest creditors in the Cumberland Two groups). As such we are going to ask the court to adjourn that portion of the relief to a date to be set.

In addition, we still await information on the payments that have been made to Bennett Jones and will raise this with the Court at the same time as we address the issues raised around this report.

Ken



Kenneth Kraft
 Partner

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大成 Salans FMC SNR Denton McKenna Long

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From: Robert Drake [mailto:drake@gsnh.com]

Sent: 22-Sep-17 3:48 PM

To: elamek@weirfoulds.com; dnunes@weirfoulds.com; GAbrahamson@FullerLLP.com; AErlich@FullerLLP.com; forte@gsnh.com; S. Richard Orzy (Orzyr@bennettjones.com); sahnir@bennettjones.com; AfrozD@bennettjones.com; harvey@chaitons.com; sbomhof@torys.com; csmith@torys.com; lmargulies@robapp.com; dmichaud@robapp.com; greg.fedoryn@bmo.com; EDEN.ORBACH@bmo.com; fozia.chaudary@justice.gc.ca; kevin.ohara@ontario.ca; aslavens@torys.com; brotenberg@chaitons.com; jason.tower@millergroup.ca; mmcwilliams@loonix.com; kkwinter@torkinmanes.com; dpreger@dickinsonwright.com; kevin@lsblaw.com; gwatichorn@tfcc.ca; mdunn@goodmans.ca; cshamess@millerthomson.com; paul.avis@mcmillan.ca; clifton.prophet@gowlingwlg.com; lilly.wong@gowlingwlg.com; Christopher J Henderson; alexandre.leblanc2@banquelaurentienne.ca;

steven.weisz@blakes.com; mdrudi@dakilp.com; alansaskin@gmail.com; tedsaskin@gmail.com; ngoldstein@ksvadvisory.com; bkofman@ksvadvisory.com; adam@mvl.ca; BellJ@bennettjones.com; TZaspalis@alvarezandmarsal.com; Afavot@alvarezandmarsal.com; Rgruneir@alvarezandmarsal.com; hlevy@farberfinacial.com; rcaldierwood@dzlaw.com; sadamski@dzlaw.com; jrosenstein@rosensteinlaw.ca; mstcyr@casselsbrock.com; David@gatewayproperties.ca; jwortzman@teplitskycolson.com; callen@teplitskycolson.com; nkharouba@fasken.com; Rabinovitch, Neil; Kraft, Kenneth; mpeters@garfinkle.com; frank.lamie@gowlingwlg.com; jfine@finedeo.com; mdimakas@finedeo.com; Jeremy Sacks; rharland@ksvadvisory.com

Cc: Annessa Cenerini (cenerini@gsnh.com); Sophie Peiou

Subject: In the Matter of a Plan of Compromise or Arrangement of Urbancorp Cumberland 2 GP Inc., et al., Court File No CV-16-11541-00CL

TO THE SERVICE LIST:

Pleas find enclosed the Motion Record and Eighth Report of The Fuller Landau Group Inc. in its capacity as Monitor of Urbancorp Cumberland 2 GP Inc., Urbancorp Cumberland 2 L.P., Bosvest Inc., Edge on Triangle Park Inc., and Edge Residential Inc. for a motion returnable on Wednesday, September 27, 2017 at 9:30 a.m.

The motion being brought by the Monitor is for (1) approval of the Monitor’s activities as described in the Monitor’s Eighth Report; (2) extending the Stay Period (as that term is defined in the Initial Order) until and including January 26, 2018; (3) appointing Julia Polika as Claims Officer; and (4) approving the fees and disbursements of the Monitor and its counsel for the period of February 1, 2017 to August 31, 2017.

On this appointment, the Monitor will also be scheduling a litigation timetable with regards to one group of trade creditors for the relief sought in the Monitor’s Sixth Report. This group of trade creditors consists of Cooltech Air Systems Ltd., Genesis Home Services Inc., Icarus Holdings (Milton) Inc., and AEM Fantin Capital Corp.

ROBERT J. DRAKE



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Assistant | Mary Gartland | 416 597 9922 ext. 133 | gartland@gsnh.com

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TAB C

Ginic, Vanja

From: Robert Drake <drake@gsnh.com>
Sent: 26-Sep-17 1:37 PM
To: Kraft, Kenneth; forte@gsnh.com
Cc: Rabinovitch, Neil; Hylton Levy; Ginic, Vanja; Guy Gissin (guy@gissinlaw.co.il); Yael Hershkovitz (Yael@gissinlaw.co.il)
Subject: RE: In the Matter of a Plan of Compromise or Arrangement of Urbancorp Cumberland 2 GP Inc., et al., Court File No. CV-16-11541-00CL

Mr. Kraft,

Thank you for your email below. As to your client's concern about the Monitor's involvement on the proceedings in Israel, we note that it is not the Monitor, but the Proposal Trustee who has retained counsel in the Israeli proceedings. Thus, there is nothing for the Monitor to report upon as relates to the Israeli proceedings.

As to the payments to Bennett Jones, based on our last conversation with Bennett Jones they may soon be releasing un-redacted copies of their invoices. We will confirm this with them. Once they are released they can be produced in the proper manner.

We believe the above allays any concerns that the Israeli Functionary has about tomorrow's motion. As it appears that everyone is content to have the CCAA process move forward (as signified by the lack of opposition to the stay extension and appointment of a Claims Officer), we would like to continue that process without additional costs to the creditors caused by further attendances in court. However, if those attendances are inevitable, we would like to schedule them sooner rather than later so all issues can be addressed while fresh in people's minds.

Please let us know what your instructions are for tomorrow morning.

If you have any questions, please let us know.

ROBERT J. DRAKE



We're social, follow us:



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From: Kraft, Kenneth [mailto:kenneth.kraft@dentons.com]
Sent: September-26-17 9:05 AM
To: Robert Drake; forte@gsnh.com
Cc: Rabinovitch, Neil; Hylton Levy; Ginic, Vanja; Guy Gissin (guy@gissinlaw.co.il); Yael Hershkovitz (Yael@gissinlaw.co.il)
Subject: RE: In the Matter of a Plan of Compromise or Arrangement of Urbancorp Cumberland 2 GP Inc., et al., Court File No. CV-16-11541-00CL

Messrs. Forte and Drake

As counsel to the Israeli Functionary we have concerns over certain of the relief that is being requested in tomorrow's motion. As the motion material was served during the Rosh Hashana holiday the Functionary and its counsel had limited opportunity to review the material so this raises only overall concerns at this point. Please note that the Functionary has no objection to the request to the extension of the stay period nor to the appointment of Mr. Polika as a claims officer. The Functionary does take issue with the requests to approve the activities in the 8th report and on the approval of the fees and disbursements of the Monitor and its counsel. The Monitor has been extensively involved in the legal proceedings in Israel and the materials are silent on the steps that have been taken in Israel, who is paying for it and why this would benefit the creditors of the Cumberland Two estates (the Functionary, on behalf of UCI being, we believe, one of the largest creditors in the Cumberland Two groups). As such we are going to ask the court to adjourn that portion of the relief to a date to be set.

In addition, we still await information on the payments that have been made to Bennett Jones and will raise this with the Court at the same time as we address the issues raised around this report.

Ken



Kenneth Kraft
Partner

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From: Robert Drake [<mailto:drake@gsnh.com>]

Sent: 22-Sep-17 3:48 PM

To: elamek@weirfoulds.com; dnunes@weirfoulds.com; GAbrahamson@FullerLLP.com; AErlich@FullerLLP.com; forte@gsnh.com; S. Richard Orzy (Orzyr@bennettjones.com); sahnir@bennettjones.com; AfrozD@bennettjones.com; harvey@chaitons.com; sbomhof@torys.com; csmith@torys.com; lmargulies@robapp.com; dmichaud@robapp.com; greg.fedoryn@bmo.com; EDEN.ORBACH@bmo.com; fozia.chaudary@justice.gc.ca; kevin.ohara@ontario.ca; aslavens@torys.com; brotenberg@chaitons.com; jason.tower@millergroup.ca; mmcwilliams@loonix.com; kkwinter@torkinmanes.com; dpreger@dickinsonwright.com; kevin@lsblaw.com; gwatchorn@tfcc.ca; mdunn@goodmans.ca; cshames@millertomson.com; paul.avis@mcmillan.ca; clifton.prophet@gowlingwlg.com; lilly.wong@gowlingwlg.com; Christopher J Henderson; alexandre.leblanc2@banquelaurentienne.ca; steven.weisz@blakes.com; mdrudi@dakilp.com; alansaskin@gmail.com; tedsaskin@gmail.com; ngoldstein@ksvadvisory.com; bkofman@ksvadvisory.com; adam@mvl.ca; BelJ@bennettjones.com; TZaspalis@alvarezandmarsal.com; Afavot@alvarezandmarsal.com; Rgruneir@alvarezandmarsal.com; hlevy@farberfinancial.com; rcalderwood@dzlaw.com; sadamski@dzlaw.com; jrosenstein@rosensteinlaw.ca; mstcyr@casselsbrock.com; David@gatewayproperties.ca; jwartzman@teplitskycolson.com; callen@teplitskycolson.com; nkharouba@fasken.com; Rabinovitch, Neil; Kraft, Kenneth; mpeters@garfinkle.com; frank.lamie@gowlingwlg.com; jfine@finedeo.com; mdimakas@finedeo.com; Jeremy Sacks; rharland@ksvadvisory.com

Cc: Annessa Cenerini (cenerini@gsnh.com); Sophie Peiou

Subject: In the Matter of a Plan of Compromise or Arrangement of Urbancorp Cumberland 2 GP Inc., et al., Court File No CV-16-11541-00CL

TO THE SERVICE LIST:

Pleas find enclosed the Motion Record and Eighth Report of The Fuller Landau Group Inc. in its capacity as Monitor of Urbancorp Cumberland 2 GP Inc., Urbancorp Cumberland 2 L.P., Bosvest Inc., Edge on Triangle Park Inc., and Edge Residential Inc. for a motion returnable on Wednesday, September 27, 2017 at 9:30 a.m.



The motion being brought by the Monitor is for (1) approval of the Monitor’s activities as described in the Monitor’s Eighth Report; (2) extending the Stay Period (as that term is defined in the Initial Order) until and including January 26, 2018; (3) appointing Julia Polika as Claims Officer; and (4) approving the fees and disbursements of the Monitor and its counsel for the period of February 1, 2017 to August 31, 2017.

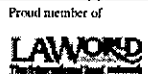
On this appointment, the Monitor will also be scheduling a litigation timetable with regards to one group of trade creditors for the relief sought in the Monitor’s Sixth Report. This group of trade creditors consists of Cooltech Air Systems Ltd., Genesis Home Services Inc., Icarus Holdings (Milton) Inc., and AEM Fantin Capital Corp.

ROBERT J. DRAKE



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TAB D

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

Court File No. CV-16-11541-00CL

URBANCORP CUMBERLAND 2 GP INC., URBANCORP CUMBERLAND 2 L.P., BOSVEST INC., EDGE ON TRIANGLE PARK INC., AND EDGE RESIDENTIAL INC. (COLLECTIVELY, THE "APPLICANTS") PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT (the "CCAA")

Sept 27/17

I am satisfied that this
process is being conducted with
due diligence and good faith
as such the extension sought
is appropriate & is granted.

The issue of the Monitor's
fees & its counsel is to be
dealt with by the parties & I
refer me on Oct. 12, 2017
(if necessary)

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

MOTION RECORD
OF THE FULLER LANDAU GROUP INC. AS
MONITOR OF THE APPLICANTS

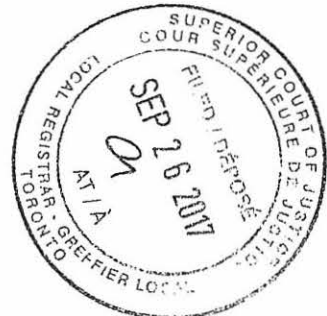
(Returnable for Stay Extension, Approval of
Activities, Approval of Fees, and
Appointment of Claims Officer)

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capacity as the Monitor for Urbancorp Cumberland 2
GP Inc., Urbancorp Cumberland 2 L.P., Bosvest Inc.,
Edge Residential Inc., and Edge on Triangle Park
Inc.



Sept. 27, 2017

TAB E

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

Court File No. CV-16-11541-00CL

URBANCORP CUMBERLAND 2 GP INC., URBANCORP CUMBERLAND 2 L.P., BOSVEST INC., EDGE ON TRIANGLE PARK INC., AND EDGE RESIDENTIAL INC. (COLLECTIVELY, THE "APPLICANTS") PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT (the "CCAA")

Sept 27/17

I am satisfied that this process is being conducted with due diligence and good faith as such the extension sought is appropriate & is granted.

The issue of the Monitor's fees & its counsel is to be dealt with by the parties & I will refer me on Oct. 12, 2017 (if necessary)

[Handwritten signature]

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

MOTION RECORD
OF THE FULLER LANDAU GROUP INC. AS
MONITOR OF THE APPLICANTS

(Returnable for Stay Extension, Approval of Activities, Approval of Fees, and Appointment of Claims Officer)

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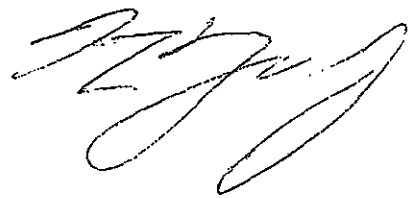
Oct 12/17

THE ISRAELI FUNCTIONARY seeks to review the fees of debtor's counsel paid under the initial order. PARA 2 OF THE PROTOCOL FOR CO-OPERATION PROVIDES THE PROCEDURAL MECHANISM FOR SUCH A REVIEW TO OCCUR. ISSUES OF PRIVILEGE OR CONFIDENTIALITY ARISING (IF ANY) WILL BE DEALT WITH UNDER THE PROTOCOL. THE FUNCTIONARY'S



Sept. 27, 2017

POSITION THAT APPEARS OF THE MONITOR'S
 ACTIVITIES AND FEES AND THOSE OF ITS COUNSEL
 MUST AWAIT THE OUTCOME OF THE REVIEW OF
 SERTRES COUNSEL'S FEES IF ANY. THE FORMER IS
 A COURT ORDERED PROCESS THAT IS ENTIRELY DISTINCT
 FROM THE LATTER. NEITHER THE LAWYERS NOR
 MONITOR ARE NOT PARTIES AND ARE NOT TO BE
 COVERED TO TRY TO ENHANCE A POSITION.
 THE MONITOR'S FEES, DISBURSEMENTS AS SET
 OUT IN ~~THE~~ THE 8TH REPORT INCLUDING
 THE FEES AND DISBURSEMENTS OF ITS
 COUNSEL ARE APPLICABLE. THE MONITOR'S
 ACTIVITIES AS SET OUT IN THAT REPORT ARE
 APPLICABLE SUBJECT TO AND WITHOUT PREJUDICE
 TO THE REVIEW OF SERTRES COUNSEL'S FEES
 AND ANY ISSUES OF MONITOR ACTIVITIES
 THAT MAY ARISE FROM THAT REVIEW.



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