



COURT FILE NUMBER H200268
VANCOUVER REGISTRY
ESTATE NO. 11-254248

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE RECEIVERSHIP OF
EAGLE Q PARTNERS INC.**

FIRST REPORT OF THE RECEIVER

DECEMBER 8, 2020

FIRST REPORT OF THE RECEIVER

Table of Contents

INTRODUCTION AND BACKGROUND	3
TERMS OF REFERENCE	4
RECEIVER’S ACTIVITIES	5
CREDITORS OF EAGLE Q	7
EAGLE LOAN	7
ASSET PURCHASE AGREEMENT.....	9
RECEIVER’S INTERIM STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS	11
SUMMARY OF PROFESSIONAL FEES	11
RECEIVER’S CONCLUSIONS AND RECOMMENDATIONS	12

Appendix A – Asset Purchase Agreement dated November 13, 2020

Appendix B – Summary of the Receiver’s Professional Fees and Disbursements and Statements of Account for the Period of May 26, 2020 to November 30, 2020

Appendix C – Summary of the Receiver’s Legal Counsel’s Fees and Disbursements and Statements of Account for the Period of May 26, 2020 to November 30, 2020

INTRODUCTION AND BACKGROUND

1. On May 26, 2020 (the “**Appointment Date**”) FTI Consulting Canada Inc. (“**FTI**” or the “**Receiver**”) was appointed as receiver of all of the assets, undertakings and property (the “**Property**”) of Eagle Q Partners Inc. (“**Eagle Q**” or the “**Company**”) pursuant to an order of the Supreme Court of British Columbia (the “**Receivership Order**”) upon application of Ms. Hong Liu and Ms. Meng Rui Li (the “**Secured Lenders**”).
2. The Company’s primary business purpose was to raise capital which was then invested in various business ventures including a series of grants and loans (the “**Eagle Loan**”) to the Westside School (the “**School**”), a private school located in downtown Vancouver. Eagle Q holds an 82% interest in 094664 B.C. Ltd. (“**094**”) which historically provided management services to the School.
3. The Receivership Order authorizes the Receiver to, among other things, take possession of and exercise control over the Property and sell the Property or any parts thereof with the approval of this Honourable Court.
4. Concurrent with this first report of the Receiver (the “**First Report**”), the Receiver intends to file a notice of application for the following orders:
 - a. an order (the “**Approval and Vesting Order**”) approving an asset purchase agreement (the “**Asset Purchase Agreement**”) between the Receiver and Ms. Hong Liu (the “**Purchaser**”) and vesting the Eagle Loan in the Purchaser, free and clear of any encumbrances; and
 - b. an order (the “**Discharge Order**”) that provides for:
 - i. approval of the Receiver’s activities as outlined in this First Report;
 - ii. approval of the Receiver’s fees and its legal counsel’s fees as outlined in this First Report; and

- iii. discharge of the Receiver in these proceedings.
5. The purpose of this First Report is to provide this Honourable Court with information with respect to the following:
- a. the Receiver’s activities since the Appointment Date;
 - b. a summary of Eagle Q’s creditors as recorded in the Company’s books and records;
 - c. the Receiver’s efforts to recover on the Eagle Loan,
 - d. the Asset Purchase Agreement and the Receiver’s application for the Approval and Vesting Order;
 - e. a summary of the Receiver’s interim statement of cash receipts and disbursements (“**R&D**”) for Eagle Q for the period of May 26, 2020 to November 30, 2020;
 - f. a summary of the Receiver and its legal counsel’s professional fees and disbursements for the period of May 26, 2020 to November 30, 2020; and
 - g. the Receiver’s conclusions and recommendations.
6. The Receivership Order and other publicly available information in respect of these proceedings (the “**Receivership Proceedings**”) are posted on the Receiver’s website at <http://cfcanada.fticonsulting.com/eagleq> (the “**Receiver’s Website**”).

TERMS OF REFERENCE

7. In preparing this First Report, the Receiver has relied upon audited financial information, other information available to the Receiver and, where appropriate, the Company’s books and records and discussions with various parties (collectively, the “**Information**”).

8. Except as described in this First Report, the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.
9. The Receiver has not examined or reviewed financial forecasts and projections referred to in this First Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
10. Future oriented financial information reported to be relied on in preparing this First Report is based on Management's assumptions regarding future events. Actual results may vary from forecast and such variations may be material.
11. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars. Capitalized terms not otherwise defined are as defined in the Receivership Order.

RECEIVER'S ACTIVITIES

12. Since the Appointment Date, the Receiver's activities have included, among other things, the following:
 - a. attending the Company's offices located in downtown Vancouver, British Columbia, to secure the Company's physical books and records and vacate the premises;
 - b. meeting with former management of Eagle Q including Mr. Chris Jin and Ms. Alice Chu to advise them of the Receivership Order and obtain additional information in respect of the Company and Property;

- c. meeting with Mr. Graham Baldwin, President of the School, to advise him of the Receivership Proceedings and obtain information with respect to the Company and its relationship with the School;
- d. meeting with Ms. Liu to discuss her investment and possible strategies for the Receiver to recover on the Eagle Loan;
- e. meeting with Mr. Steven Yu, a former minority investor in Eagle Q's operating subsidiary known as 094;
- f. retaining Borden Ladner Gervais LLP ("BLG") to act as independent legal counsel to the Receiver;
- g. attending to various statutory notices pursuant to the *Bankruptcy and Insolvency Act* including mailing a Notice and Statement of Receiver to creditors identified in the books and records of Eagle Q and posting a copy of the notice to the Receiver's Website;
- h. administering claims of certain eligible former employees under the *Wage Earner Protection Program Act*;
- i. conducting a review of the books and records of Eagle Q including its bank records and transaction history;
- j. attending to correspondence with various investors, creditors and other stakeholders of Eagle Q;
- k. pursuing various avenues of potential recovery in respect of the Property; and
- l. preparing this First Report.

CREDITORS OF EAGLE Q

13. The amounts recorded as owing by Eagle Q as at the Appointment Date are summarized in the following table:

Creditor Summary	
<i>\$000's</i>	
Secured creditors	
Receiver General for Canada - WEPPA	\$ 12
Receiver General for Canada - Source Deductions	382
Receiver General for Canada - GST	208
Hong Liu	3,075
Meng Rui Li	3,075
Total Secured Creditors	<u>6,752</u>
Unsecured Creditors	<u>18,386</u>
Total Liabilities	<u>\$ 25,138</u>

14. The amounts presented above are exclusive of Receiver Borrowings of \$40,000 advanced by Ms. Liu under a Receiver's Certificate and secured by the Receiver's Borrowing Charge and amounts owing to the Receiver and its legal counsel of approximately \$72,000 which are secured by the Receivers' Charge granted in the Receivership Order.

EAGLE LOAN

15. Based on its review of the Company's books and records, discussions with Management and other diligence, the Receiver has determined that the only asset that may result in recoveries to the estate is the Eagle Loan.

16. Since 2013, Eagle Q has made significant investments in the School through advances totaling approximately \$13.7 million. During the period from 2013 to 2018, the Company invested approximately \$8.9 million in the School and such payments were recorded as grants. Beginning in 2018, Eagle Q's payments to the School were recorded as loans and an additional approximately \$4.8 million is reported to have been advanced. The Receiver has not identified an executed document with respect to the Eagle Loan.

17. The Receiver and BLG have engaged in numerous discussions with the School and its legal counsel in order to collect on the Eagle Loan but were ultimately unsuccessful in recovering from the School. The Receiver was advised by Mr. Baldwin that the School's operating costs are currently being funded through emergency loans from the parents of students at the School.
18. On June 30, 2020 the Receiver issued a demand letter to the School seeking repayment of the amounts owing to Eagle Q.
19. On July 28, 2020 the Receiver convened a meeting with the School, Ms. Liu and their respective legal counsel to try to resolve the amounts owing to Eagle Q, potentially by way of a recapitalization of the School which could potentially be funded by Ms. Liu.
20. At that meeting, the School confirmed its position that:
 - a. it disputes the claims and does not accept that it is indebted to Eagle Q; and
 - b. in any event, the School is financially distressed and would be unable to repay any amounts due to Eagle Q absent substantial new financing.
21. As the meetings with the School did not result in an acknowledgement of the indebtedness or a repayment proposal, the Receiver instructed BLG to write to the School's legal counsel requesting that they provide a proposal for a repayment timeline for consideration by the Receiver. To date, no proposal or repayment plan has been received.
22. Ms. Liu has since advised the Receiver that, given the uncertainty around potential recoveries on the Eagle Loan, she is unwilling to continue funding the Receivership Proceedings. However, Ms. Liu made an offer to purchase the Eagle Loan for a purchase price equal to the receiver borrowings and any other costs in connection with or arising from the Receivership Proceedings, including fees incurred to-date and through conclusion of the proceedings.

23. On December 8, 2020 the Receiver and Ms. Liu entered into the Asset Purchase Agreement to sell the Receiver's interest in the Eagle Loan to Ms. Liu, subject to the approval of this Honourable Court.

ASSET PURCHASE AGREEMENT

24. A copy of the Asset Purchase Agreement is attached as Appendix "A".

25. The key commercial terms of the Asset Purchase Agreement are summarized as follows:

- a. the Purchaser agrees to purchase:
 - i. all accounts receivable, notes receivable, book debts and other debts due or accruing due to the Company under the Eagle Loan, and the full benefit of any related security granted by the School in connection therewith; and
 - ii. all books, records and information of any kind relating to the Eagle Loan and in the possession of the Receiver;
- b. the Purchase Price shall be an amount equal to the Receiver Borrowings and any other costs in connection with or arising from the receivership of Eagle Q;
- c. the Asset Purchase Agreement is subject to this Honourable Court granting the Approval and Vesting Order;
- d. the subject asserts are being sold to the Purchaser on an "as-is, where-is" basis; and
- e. the closing date shall be two business days following the satisfaction or waiver of certain subjects including that the Approval and Vesting Order has been granted, the Company and the Purchaser have exchanged pre-closing deliverables and the Purchaser has paid any balance owing under the Purchase Price.

26. The Receiver's comments with respect to the Asset Purchase Agreement are as follows:

- a. the Receiver undertook extensive efforts to collect the Eagle Loan from the School including issuing a demand letter and attending numerous meetings and discussions with the School and its legal counsel, all of which were ultimately unsuccessful;
- b. any recoveries on the Eagle Loan from the School will likely require commencing a legal action against the School and the Receiver does not have sufficient funding to pursue litigation. Further, should litigation be successful, it is uncertain whether the School would have sufficient liquidity to pay any judgement against it in the near term;
- c. the Receiver understands that the Eagle Loan is unsecured and that the School has significant amounts owed to the CRA for unremitted source deductions that may rank in priority to the claims of Eagle Q;
- d. the Purchase Price will be paid by way of settlement of the Receiver's Charge and the Receiver's Borrowing Charge which rank in priority to all other claims. The total Purchase Price consideration is estimated to be approximately \$90,000 at the closing date and represents the highest and best recovery on the Eagle Loan in the circumstances;
- e. conducting a formal sales process for the Eagle Loan is not appropriate in the circumstances, given the lack of funding available to the Receiver and likelihood that, with the uncertainty surrounding the receivable, there are no other potential purchasers for the Eagle Loan;
- f. completing the transaction contemplated by the Asset Purchase Agreement will allow for a timely conclusion of the Receivership Proceedings and mitigate the ongoing professional costs of administering the estate; and

- g. completing the transaction contemplated by the Asset Purchase Agreement and concluding the Receivership Proceedings in a timely manner is in the best interests of the stakeholders of Eagle Q.

RECEIVER’S INTERIM STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

27. The Receiver’s interim R&D for the period of May 26, 2020 to November 30, 2020 is summarized below:

R&D	
For the period of May 26, 2020 to November 30, 2020	
\$000's	
Receipts	
Receiver's Borrowings	\$ 40
Total Receipts	<u>40</u>
Disbursements	
Receiver's fees and expenses	-
Legal fees and expenses	8
Total Disbursements	<u>8</u>
Net Cash on Hand	<u>\$ 32</u>

28. As described above, the Receiver has borrowed \$40,000 from Ms. Liu under a Receiver Certificate which is secured by the Receiver’s Borrowing Charge and has approximately \$32,000 of remaining cash on hand.

29. The R&D does not include approximately \$55,000 and \$10,000 of invoiced but unpaid amounts owing to the Receiver and its legal counsel, respectively, as at November 30, 2020. The professional fees incurred in the Receivership Proceedings are described in further detail below.

SUMMARY OF PROFESSIONAL FEES

30. The professional fees and disbursements of the Receiver and its legal counsel for the period of May 26, 2020 to November 30, 2020, including invoiced but unpaid amounts, are set out in the below table:

**Summary of Professional Fees for the Receiver and its Legal Counsel
For the period May 26, 2020 to November 30, 2020**

Firm	Fees	Disbursements	GST	PST	Total
FTI	\$ 50,570	\$ 1,524	\$ 2,605	\$ -	\$ 54,699
BLG	15,519	9	776	1,086	17,390
Total	\$ 66,089	\$ 1,533	\$ 3,381	\$ 1,086	\$ 72,089

31. Attached as Appendix “B” is a summary of the Receiver’s professional fees indicating name, position, hourly rate, and hours charged by the Receiver’s professional staff, details of its out of pocket disbursements and copies of its invoices.
32. Attached as Appendix “C” is a summary of statements of account of the professional fees and disbursements charged by the Receiver’s legal counsel.
33. The Receiver considers that the fees and disbursements charged by its legal counsel have been necessarily incurred and that the hours and rates charged are fair and reasonable in the circumstances.
34. The Receiver and BLG anticipate having additional fees and disbursements of approximately \$5,000 to \$10,000 to complete the administration of the Receivership Proceedings.

RECEIVER’S CONCLUSIONS AND RECOMMENDATIONS

35. The Receiver has made commercially reasonable efforts to recover on the Eagle Loan and the Asset Purchase Agreement represents the best available recovery in the circumstances. Upon completion of the Asset Purchase Agreement, the Receiver’s administration of the Receivership Proceedings will be substantially complete.
36. Based on the forgoing, the Receiver respectfully recommends that this Honourable Court grant the following orders:
 - a. the Approval and Vesting Order; and

b. the Discharge Order.

All of which is respectfully submitted this 8th day of December, 2020.

FTI Consulting Canada Inc.
in its capacity as Receiver of
Eagle Q Partners Inc.



Tom Powell
Senior Managing Director



Mike Clark
Director

Appendix A

Asset Purchase Agreement

Dated November 13, 2020

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”) is made the 13th day of November, 2020,

BETWEEN:

FTI CONSULTING CANADA INC., in its capacity as the Court-appointed receiver of all the assets, undertakings and properties of Eagle Q Partners Inc., having an office at Suite 1450, 701 West Georgia Street, PO Box 10089, Vancouver, BC, V7Y 1B6

(the “**Vendor**”)

AND:

HONG LIU, an individual having a mailing address at 3456 West 39th Avenue, Vancouver, BC, V6N 3A2

(the “**Purchaser**”)

WHEREAS:

- A. Pursuant to various loans made by the Purchaser to Eagle Q Partners Inc. (“**Eagle Q**”), the Purchaser is owed in excess of \$4 million by Eagle Q;
- B. Between 2017 and 2020, Eagle Q advanced approximately \$4,800,000 (the “**Eagle Loan**”) to The Westside School (the “**School**”);
- C. In or about May 2020, the Purchaser advanced \$50,000 (the “**Retainer**”) to the Receiver to be held as a retainer for anticipated professional fees and costs to be incurred in connection with receivership proceedings the Purchaser intended to commence against Eagle Q;
- D. On May 26, 2020, the Supreme Court of British Columbia (the “**Court**”) in Action No. H200268, Vancouver Registry (the “**Proceeding**”) made an order (the “**Receivership Order**”) appointing the Vendor as receiver of all of the assets, undertaking and property of Eagle Q (the “**Property**”);
- E. On June 30, 2020, the Vendor, in its capacity as the Court-appointed receiver of the Property, formally made demand on the School for payment in full of the amounts due under the Eagle Loan, and the Receiver has made efforts to collect the amounts due. Despite such efforts and demands, the School has failed, refused or neglected to pay the amounts due under the Eagle Loan;
- F. Pursuant to Section 23 of the Receivership Order, the Vendor is authorized to borrow funds for the purpose of funding the exercise of its powers as Court-appointed receiver of the Property, which borrowings have security and priority as set out in the Receivership Order;
- G. Pursuant to a receiver’s certificate dated October 30, 2020, the Receiver has borrowed, and the Purchaser has advanced to the Receiver, \$40,000 (the “**Receiver’s Borrowings**”); and
- H. The Vendor wishes to sell, transfer and assign to the Purchaser and the Purchaser wishes to purchase and assume from the Vendor the Eagle Loan subject to and in accordance with the terms and conditions of this Agreement (the “**Sale Transaction**”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSET PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, the Vendor hereby agrees to sell, transfer and assign the Purchaser all of the Eagle Q's right, title and interest in and to the Eagle Loan and the Purchaser hereby agrees to purchase and assume from the Vendor, with effect as of 5:00 p.m. (PST) (the "**Time of Closing**") on the Closing Date (as defined below), all of Eagle Q's right, title and interest in and to the Eagle Loan, including without limitation the following:

- (a) all accounts receivable, notes receivable, book debts and other debts due or accruing due to the Vendor under the Eagle Loan, and the full benefit of any related security granted by the School in connection therewith; and
- (b) all books, documents, contracts, agreements, corporate and accounting records, and any other papers, records and information of any kind relating to the Eagle Loan and in the possession of the Receiver as of the date of this Agreement,

(collectively, the "**Assets**")

for a purchase price in an amount equal to the Receiver's Borrowings and any other costs in connection with or arising from the receivership of Eagle Q (the "**Purchase Price**").

1.2 Debt Forgiveness and Release. Subject to the terms and conditions of this Agreement, the Purchase Price shall be paid, in part, by the Purchaser forgiving, releasing and forever discharging Eagle Q and the Property from any and all obligations in respect of the Receiver's Borrowings, including all liabilities, claims, debts and demands whatsoever in law or in equity which the Purchaser ever had, now has, or hereafter can, will or may have against Eagle Q or its Property in respect of or arising under the Receiver's Certificates in connection with the Receiver's Borrowings (the "**Release**").

1.3 Order Approving Sale. The parties acknowledge that the requirement of the Vendor to sell, and the requirement of the Purchaser to purchase the Assets, pursuant to the terms of this Agreement, are subject to the Vendor obtaining a court order in the Supreme Court of British Columbia in the Proceeding in substantially the form attached as Schedule "A" (the "**Sale Approval Order**"), or such other form as is approved by the Purchaser, acting reasonably, approving the Sale Transaction on the terms hereof, and vesting the Assets in the Purchaser free and clear of all other liens, claims, encumbrances and other interests of any person.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Vendor. The Vendor represents and warrants to the Purchaser as of the date hereof as follows:

- (a) Receiver. The Vendor is the Court-appointed receiver of the Property;
- (b) Authority. Subject to the terms of the Receivership Order and the Sale Approval Order, the Vendor has due and sufficient right, authority and capacity to enter into this Agreement and to carry out the transactions contemplated in this Agreement in accordance with the terms of this Agreement;
- (c) "As is, Where Is". The Vendor expressly disclaims any and all representations and warranties in relation to the Assets, and the Purchaser acknowledges the Assets are being

sold by the Vendor on an “as is, where is” basis without surviving representations, warranties, covenants or indemnities of any kind, nature or description by the Vendor with respect to the Purchased Assets, except to the extent expressly set forth in this Agreement; and

- (d) Tax Matters. The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

2.2 The Purchaser. The Purchaser represents and warrants to the Vendor as of the date hereof as follows:

- (a) Authority. The Purchaser has sufficient right and authority to enter into this Agreement and to carry out the transaction contemplated in this Agreement in accordance with its terms;
- (b) Consents and Approvals. Other than the Sale Approval Order, no consent or approval of any person is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement; and
- (c) Notices. No notice is required to be delivered by the Purchaser to any person in connection with the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement.

2.3 Survival. The representations, warranties, covenants and agreements of the Purchaser contained in this Agreement and in any document or certificate given under this Agreement survive the closing of the transactions contemplated by this Agreement.

3. CLOSING

3.1 Vendor’s Deliverables. On or before the Closing Date, the Vendor will execute and deliver, or cause to be executed and delivered, all documents and instruments as are necessary to effectively transfer and assign the Assets to the Purchaser and give effect to this Agreement, including:

- (a) the Sale Approval Order; and
- (b) the books, documents, contracts, agreements, corporate and accounting records evidencing the Eagle Loan and in the possession of the Receiver as of the date of this Agreement; and
- (c) all other certificates or other documents as may be necessary or reasonably requested by the Purchaser to give effect to the terms of this Agreement.

3.2 Purchaser’s Deliverables. On or before the Closing Date, the Purchaser will execute and deliver, or cause to be executed and delivered, all documents and instruments as are necessary to effectively transfer and assign the Assets to the Purchaser and give effect to the Release, including:

- (a) a confirmation of discharge and release in respect of the Release substantially in the form attached hereto as Schedule “B”, duly executed by the Purchaser (the “**Confirmation**”); and
- (b) all other certificates or other documents as may be necessary or reasonably requested by the Vendor to give effect to the terms of this Agreement.

3.3 Closing Date.

- (a) The respective obligations of the Vendor and the Purchaser to effect the Sale Transaction (the “**Closing**”) are subject to the satisfaction or waiver, prior to the Closing, of the condition that the Court shall have granted the Sale Approval Order.
- (b) The Purchaser’s obligation to effect the Closing is subject to the satisfaction or waiver, prior to the Closing, of the condition that the Vendor shall have delivered to the Purchaser all of the documents and other instruments set out in Section 3.1.
- (c) The Vendor’s obligation to effect the Closing is subject to the satisfaction or waiver, prior to the Closing, of the condition that the Purchaser shall have delivered to the Purchaser all of the documents and other instruments set out in Section 3.2 and any balance owing on the Purchase Price following the Release.
- (d) The Closing shall occur on the date that is two business days following the date on which each of the conditions set forth in Section 3.3(a), Section 3.3(b) and Section 3.3(c) have been satisfied or waived or such other date and time as the parties may agree (the “**Closing Date**”) and will be deemed effective as of the Time of Closing.

4. **MISCELLANEOUS**

4.1 No Assignment. This Agreement may not be assigned in whole or in part by either party without the express, prior written consent of the other party, which consent shall not be unreasonably withheld. The Vendor acknowledges and agrees that the Purchaser may assign its obligations under this Agreement to a related company, provided that the Purchaser continues to be bound by the obligations in Sections 1.2 and 3.2(a) in respect of the Release.

4.2 Notice. Any communication to be made under this Agreement shall be made in writing and, except as required or permitted by applicable law, shall be made by e-mail, fax or letter.

The Vendor’s address for notice is:

c/o Borden Ladner Gervais LLP
1200 Waterfront Centre
200 Burrard Street
Vancouver, BC V7X 1T2

Attention: Lisa Hiebert
Email: lhiebert@blg.com

The Purchaser’s address for notice is:

c/o Fasken Martineau DuMoulin LLP
29500 – 550 Burrard Street
Vancouver, BC V6C 0A3

Attention: Kibben Jackson and Maud Rozee
Emails: kjackson@fasken.com and mrozee@fasken.com

4.3 Modification. This Agreement may not be modified or amended except in writing signed by the parties to this Agreement.

4.4 Enurement. This Agreement shall enure to the benefit of and shall be binding upon each of the parties hereto and each of their successors and permitted assigns.

4.5 Further Assurances. Each party will promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement and to complete the transactions contemplated by this Agreement.

4.6 Governing Law. This Agreement shall be construed under and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict of laws. The parties irrevocably attorn to the jurisdiction of the courts of British Columbia, and the venue for any actions arising out of this Agreement will be Vancouver, British Columbia.

4.7 Entire Agreement. This Agreement and all documents contemplated by or delivered under or in connection with this Agreement, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings whether written or oral, express or implied, statutory or otherwise.

4.8 Counterparts. This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in one or more counterparts and by facsimile or email transmission with the same force and effect as if all parties noted as a signatory thereto had signed and delivered an original copy of the same document. All counterparts when delivered or sent by facsimile or email shall be deemed to be an original and all of which together shall constitute one and the same document.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

VENDOR

FTI CONSULTING CANADA INC., solely in its capacity as court-appointed receiver of all the assets, undertakings and properties of Eagle Q Partners Inc., and not in its personal capacity, by its authorized signatory(ies):



By: _____
Name: Tom Powell
Title: Senior Managing Director

PURCHASER

SIGNED, SEALED AND DELIVERED by)
Hong Liu in the presence of:)

_____)
Witness Signature)
_____)
Witness Name)
_____)
Address)
_____)
_____)
Occupation)

Hong Liu

HONG LIU

Signature Page to Asset Purchase Agreement



SCHEDULE "A"

Form of Sale Approval and Vesting Order

SCHEDULE "B"

FORM OF CONFIRMATION OF DISCHARGE AND RELEASE

TO: FTI CONSULTING CANADA INC., (the "Receiver") n its capacity as the Court-appointed receiver of all the assets, undertakings and properties of Eagle Q Partners Inc. ("Eagle Q")

AND TO: BORDEN LADNER GERVAIS LLP

DATE: _____, 2020

RE: Discharge and release of obligations under the Receiver's Borrowings

THE UNDERSIGNED DOES HEREBY CERTIFY THAT:

1. All capitalized terms that are used herein but are not otherwise defined shall have the meanings ascribed thereto in the asset purchase agreement dated November 13, 2020 (the "Asset Purchase Agreement") between the Receiver, as vendor, and the undersigned, as purchaser.
2. The undersigned hereby acknowledges and confirms that she forgives, releases and discharges Eagle Q and the Property from any and all liabilities, claims, debts, demands and other obligations arising from or in connection with the Receiver's Certificate, including the obligation to repay to the undersigned the Receiver's Borrowings.
3. The undersigned has not assigned, negotiated or otherwise dealt with any of its right, title or interest in and to (i) the Asset Purchase Agreement, (ii) the Receiver's Certificate, or (ii) the Receiver's Borrowings, to any other person.
4. This Confirmation of Discharge and Release will be binding on and enure to the benefit of the undersigned and will enure to the benefit of the Vendor and its respective successors, assigns, heir, executors and administrators, as the case may be.

DATED as of the date first above written.

SIGNED, SEALED AND DELIVERED by)
Hong Liu in the presence of:)

Hong Liu

_____)
Witness Signature)

_____)
HONG LIU

_____)
Witness Name)

_____)
Address)

_____)
Occupation)



Appendix B

Summary of the Receiver's Professional Fees and
Disbursements and Statements of Account for the Period
of May 26, 2020 to November 30, 2020

Eagle Q Partners Inc.
Summary of the Receiver's Professional Fees and Disbursements
For the period May 26, 2020 to November 30, 2020

FTI Consulting Canada Inc. Professionals		Hourly	Total Fees	
Name	Position	Rate	Hours	
Tom Powell	Senior Managing Director	\$ 675	23.0	\$ 15,525.00
Craig Munro	Managing Director	575	1.0	575.00
Mike Clark	Director	450	75.1	33,795.00
Robert Kleebaum	Director	450	1.2	540.00
Kathleen Foster	Executive Assistant	150	0.9	135.00
			101.2	50,570.00
Disbursements				
Other/Miscellaneous				1,318.57
Transportation				57.80
Business Meals				147.72
				<u>1,524.09</u>
GST				2,604.71
Total fees, out of pocket expenses and tax				<u>\$ 54,698.80</u>



FTI Consulting Canada Inc.
TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto ON M5K1G8

July 31, 2020

Ms. Hong Liu
c/o Mr. Kibben Jackson
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard St.
Vancouver, BC V6N 3A2

Re: FTI Job No. 476830.0001
Invoice # 29004330

Enclosed is our invoice for professional services rendered in connection with the above referenced matter. This invoice covers professional fees and expenses through July 31, 2020.

Please do not hesitate to call me to discuss this invoice or any other matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Tom Powell", written over a light blue horizontal line.

Thomas Powell
Senior Managing Director

Enclosures



Invoice Remittance

Ms. Hong Liu
c/o Mr. Kibben Jackson
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard St.
Vancouver, BC V6N 3A2

July 31, 2020
FTI Invoice No. 29004330
FTI Job No. 476830.0001
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through July 31, 2020

	CAD (\$)
Professional Services.....	\$38,970.00
Expenses.....	<u>\$1,376.37</u>
Total Fees and Expenses.....	\$40,346.37
HST Registration No. 835718024RT0001	\$2,017.32
Total Amount Due this Period.....	\$42,363.69
Total Amount Due.....	<u>\$42,363.69</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

Ms. Hong Liu
c/o Mr. Kibben Jackson
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard St.
Vancouver, BC V6N 3A2

July 31, 2020
FTI Invoice No. 29004330
FTI Job No. 476830.0001
Terms Payment on Presentation

Current Invoice Period: Charges Posted through July 31, 2020

Name	Title	Rate	Hours	Total
Thomas Powell	Senior Managing Director	\$675.00	14.8	\$9,990.00
Michael Clark	Director	\$450.00	64.2	\$28,890.00
Kathleen Foster	Executive Assistant I	\$150.00	0.6	\$90.00
Total Hours and Fees			79.6	\$38,970.00
Other/Miscellaneous				\$1,318.57
Transportation				\$57.80
Total Expenses				\$1,376.37
HST Registration No. 835718024RT0001				\$2,017.32
Invoice Total for Current Period				\$42,363.69

PROFESSIONAL SERVICES

Thomas Powell

05/26/20	Prepare for and attend court hearing; meet with Graham Baldwin at The Westside School; meeting with Steven Yu; calls with Chris Jin;	4.00	
05/28/20	Meetings with Alice; Graham Baldwin; seize records from head office and school;	3.50	
05/29/20	Prepare for and attend meeting with Hong Liu;	1.30	
06/02/20	Stakeholder enquiries; internal discussions with M. Clark;	0.20	
06/05/20	Stakeholder enquiries; internal discussions with M. Clark; email to K. Jackson, phone calls with G. Baldwin;	1.80	
06/08/20	Review and discussion with stakeholders; Chris Jun and others; emails with K. Jackson;	1.80	
06/10/20	Email correspondence with L. Hebert and K. Jackson;	0.20	
06/11/20	Attend meeting with C. Jun;	1.00	
07/28/20	Prepare report and attend meeting;	1.00	
	\$675.00 per hour x total hrs of	14.80	\$9,990.00

Michael Clark

05/25/20	Prepare notices and documentation for receivership appointment	4.50	
05/26/20	Attend court hearing; internal discussions re. preparations; attend campus to meet with G. Baldwin and Stephen Yu; Call with Chris Jin; Update to Faskens	5.30	
05/27/20	Call with A. Chu re. site access and financial records; email to Bank re. freeze accounts; internal discussions re. same	1.80	
05/28/20	Take possession of premises; meet with A. Chu; attend school to obtain recent financial records; review email correspondence	4.00	
06/01/20	Review and inventory records; internal discussions re. same	4.00	
06/02/20	Follow up with C. Jin re. creditor list; review creditor list; file order with OSB; draft email re. Dollarton property	1.80	
06/03/20	Attend to creditor notices and creditor list; call with A. Chu, email to G. Baldwin; internal discussions re. same	3.80	
06/04/20	Mail out creditor notices; review correspondence from A. Chu and J. Jin.; set up investor call; call with BLG; deal with legal notice in Vancouver Sun; call with OSB re. Form 87; draft preliminary work plan	4.50	
06/05/20	Call with investors; Call with G. Baldwin; Review information form A. Chu; internal discussions re. same	2.00	
06/08/20	Contact employees, contact landlord, correspondence with former employee; internal discussions re: same	2.80	
06/09/20	Deal with landlord	0.80	
06/11/20	Attend to creditor inquiries; meeting with C. Jin; internal discussion re. approach	1.80	
06/12/20	Attend to creditor inquiry	0.30	
06/15/20	Follow up on employee documents; draft WEPP figures	2.50	
06/16/20	Call with BLG re. status; email correspondence re. employees; attend to ascend estate	2.30	
06/17/20	Review bank statements and other records re. Westside; finalize WEPP calculations	5.50	
06/18/20	Call with C Jin; finalize bank statement; update to T. Powell.	2.00	
06/22/20	Finalize communications to employees re. WEPPA	1.50	
06/23/20	Internal discussions re. WEPPA; Research WEPP re terminated employees	1.00	

Invoice Activity

06/24/20	Attend to WEPP communications with employees; Call with auditor of Westside School; internal discussions re. same	2.50	
06/26/20	Attend call re. update; correspondence with C. Jin re. emails	0.50	
06/28/20	Review demand letters and email correspondence	1.00	
06/29/20	Correspondence with creditors re. claims; correspondence with Chris Jin	1.00	
06/30/20	Review proofs of claim submitted by employees; correspondence regarding same; return calls to creditors	0.80	
07/07/20	Deal with employee WEPPA applications	1.50	
07/08/20	Review email from C. Jin re. lawsuit	0.50	
07/09/20	Review variance analysis	0.80	
07/09/20	Draft email to Chris Jin	0.30	
07/10/20	Email to C. Jin	0.30	
07/16/20	Review revised cash flow forecast; call with B. Elyea; Attend to Fiera inquiry; Attend to creditor inquiries; review email correspondence re. potential bidder; review agenda re. sale process call	2.80	
	\$450.00 per hour x total hrs of	64.20	\$28,890.00

Kathleen Foster

05/25/20	Website creation for FTI Case Sites for EagleQ. Requested by Mike Clark. Overtime as told it was needed first thing in the morning and request was sent outside of office hours.	0.30	
05/28/20	Website updates performed for FTI Case Sites for EagleQ. Requested by Mike Clark.	0.30	
	\$150.00 per hour x total hrs of	0.60	\$90.00



FTI Consulting Canada Inc.
TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto ON M5K1G8

September 30, 2020

Ms. Hong Liu
c/o Mr. Kibben Jackson
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard St.
Vancouver, BC V6N 3A2

Re: FTI Job No. 476830.0001
Invoice # 29004444

Enclosed is our invoice for professional services rendered in connection with the above referenced matter. This invoice covers professional fees and expenses through September 30, 2020.

Please do not hesitate to call me to discuss this invoice or any other matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'TP', written over a light blue horizontal line.

Thomas Powell
Senior Managing Director

Enclosures



Invoice Remittance

Ms. Hong Liu
c/o Mr. Kibben Jackson
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard St.
Vancouver, BC V6N 3A2

September 30, 2020
FTI Invoice No. 29004444
FTI Job No. 476830.0001
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through September 30, 2020

	<i>CAD (\$)</i>
Professional Services.....	\$675.00
Expenses.....	\$0.00
Total Fees and Expenses.....	\$675.00
HST Registration No. 835718024RT0001	\$33.75
Total Amount Due this Period.....	\$708.75
Previous Balance Due.....	\$42,363.69
Total Amount Due.....	<u>\$43,072.44</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

Ms. Hong Liu
c/o Mr. Kibben Jackson
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard St.
Vancouver, BC V6N 3A2

September 30, 2020
FTI Invoice No. 29004444
FTI Job No. 476830.0001
Terms Payment on Presentation

Current Invoice Period: Charges Posted through September 30, 2020

Name	Title	Rate	Hours	Total
Thomas Powell	Senior Managing Director	\$675.00	1.0	\$675.00
Total Hours and Fees			1.0	\$675.00
HST Registration No. 835718024RT0001				\$33.75
Invoice Total for Current Period				\$708.75



Invoice Activity

PROFESSIONAL SERVICES

Thomas Powell				
09/22/20	Update with L. Hiebert; review and approve letter to Westside School;		1.00	
		\$675.00 per hour x total hrs of	1.00	\$675.00



FTI Consulting Canada Inc.
TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto ON M5K1G8

November 17, 2020

Ms. Hong Liu
c/o Mr. Kibben Jackson
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard St.
Vancouver, BC V6N 3A2

Re: FTI Job No. 476830.0001
Invoice # 29004520

Enclosed is our invoice for professional services rendered in connection with the above referenced matter. This invoice covers professional fees and expenses through November 15, 2020.

Please do not hesitate to call me to discuss this invoice or any other matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'TP', written over a light grey rectangular background.

Thomas Powell
Senior Managing Director

Enclosures



Invoice Remittance

Ms. Hong Liu
c/o Mr. Kibben Jackson
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard St.
Vancouver, BC V6N 3A2

November 17, 2020
FTI Invoice No. 29004520
FTI Job No. 476830.0001
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through November 15, 2020

	<i>CAD (\$)</i>
Professional Services.....	\$2,025.00
Expenses.....	\$147.72
Total Fees and Expenses.....	\$2,172.72
HST Registration No. 835718024RT0001	\$108.64
Total Amount Due this Period.....	\$2,281.36
Previous Balance Due.....	\$43,072.44
Total Amount Due.....	<u>\$45,353.80</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

Ms. Hong Liu
c/o Mr. Kibben Jackson
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard St.
Vancouver, BC V6N 3A2

November 17, 2020
FTI Invoice No. 29004520
FTI Job No. 476830.0001
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through November 15, 2020

Name	Title	Rate	Hours	Total
Thomas Powell	Senior Managing Director	\$675.00	2.2	\$1,485.00
Robert Kleebaum	Director	\$450.00	1.2	\$540.00
Total Hours and Fees			3.4	\$2,025.00
Business Meals				\$147.72
Total Expenses				\$147.72
HST Registration No. 835718024RT0001				\$108.64
Invoice Total for Current Period				\$2,281.36



Invoice Activity

PROFESSIONAL SERVICES

Thomas Powell

11/05/20	Review draft agreement with Ms. Liu; discussions regarding same;	1.20		
11/11/20	Review draft Court materials;	1.00		
			\$675.00 per hour x total hrs of	
		2.20		\$1,485.00

Robert Kleebaum

10/30/20	Reviewing bank transactions, preparing Receiver's Certificate	0.30		
11/02/20	Reviewing bank transactions, transferring funds between estate accounts	0.50		
11/03/20	Processing payments, updating transaction record	0.40		
			\$450.00 per hour x total hrs of	
		1.20		\$540.00



FTI Consulting Canada Inc.
TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto ON M5K1G8

November 30, 2020

Ms. Hong Liu
c/o Mr. Kibben Jackson
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard St.
Vancouver, BC V6N 3A2

Re: FTI Job No. 476830.0001
Invoice # 29004530

Enclosed is our invoice for professional services rendered in connection with the above referenced matter. This invoice covers professional fees and expenses through November 30, 2020.

Please do not hesitate to call me to discuss this invoice or any other matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Tom Powell', written over a light blue horizontal line.

Thomas Powell
Senior Managing Director

Enclosures



Invoice Remittance

Ms. Hong Liu
c/o Mr. Kibben Jackson
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard St.
Vancouver, BC V6N 3A2

November 30, 2020
FTI Invoice No. 29004530
FTI Job No. 476830.0001
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through November 30, 2020

	<i>CAD (\$)</i>
Professional Services.....	\$8,900.00
Expenses.....	\$0.00
Total Fees and Expenses.....	\$8,900.00
HST Registration No. 835718024RT0001	\$445.00
Total Amount Due this Period.....	\$9,345.00
Previous Balance Due.....	\$45,353.80
Total Amount Due.....	<u>\$54,698.80</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

Ms. Hong Liu
c/o Mr. Kibben Jackson
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard St.
Vancouver, BC V6N 3A2

November 30, 2020
FTI Invoice No. 29004530
FTI Job No. 476830.0001
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through November 30, 2020

Name	Title	Rate	Hours	Total
Thomas Powell	Senior Managing Director	\$675.00	5.0	\$3,375.00
Craig Munro	Managing Director	\$575.00	1.0	\$575.00
Michael Clark	Director	\$450.00	10.9	\$4,905.00
Kathleen Foster	Executive Assistant I	\$150.00	0.3	\$45.00
Total Hours and Fees			17.2	\$8,900.00
HST Registration No. 835718024RT0001				\$445.00
Invoice Total for Current Period				\$9,345.00



Invoice Activity

PROFESSIONAL SERVICES

Thomas Powell

11/18/20	Draft Court report;	4.00	
11/23/20	Transaction matters;	1.00	
	\$675.00 per hour x total hrs of	5.00	\$3,375.00

Craig Munro

11/18/20	Rev draft Receiver's Report. Conf call with M Clark and T Powell re same.	1.00	
	\$575.00 per hour x total hrs of	1.00	\$575.00

Michael Clark

11/16/20	Attend to draft First Report; internal discussions re. same	3.20	
11/17/20	Attend to draft First Report	3.80	
11/18/20	Review draft first report; internal discussions re. same	1.80	
11/19/20	Call to CRA	0.30	
11/20/20	Call with CRA re. trust exam	0.50	
11/23/20	Review SAVO and discharge application and affidavit; send comments to BLG	1.30	
	\$450.00 per hour x total hrs of	10.90	\$4,905.00

Kathleen Foster

11/18/20	Website updates performed for FTI Case Sites for Eagle Q. Requested by email by Mike Clark.	0.30	
	\$150.00 per hour x total hrs of	0.30	\$45.00

Appendix C

**Summary of the Receiver's Legal Counsel's Fees and
Disbursements and Statements of Account for the Period
of May 26, 2020 to November 30, 2020**

Eagle Q Partners Inc.
Summary of the Receiver's Legal Counsel's Statement of Account
For the period May 26, 2020 to November 30, 2020

Invoice Number	Invoice Date	For the Period Ending	Fees	Disbursements	GST	PST	Total
Borden Ladner Gervais LLP							
697852046	8-Jun-20	31-May-20	1456.0 \$	-	\$ 72.80	\$ 101.92	\$ 1,630.72
697860980	8-Jul-20	30-Jun-20	3,451.50	9.00	173.03	241.61	3,875.14
697872877	12-Aug-20	31-Jul-20	1,924.00	-	96.20	134.68	2,154.88
697913851	7-Dec-20	30-Nov-20	8,687.00		434.35	608.09	9,729.44
Total			\$ 15,518.50	\$ 9.00	\$ 776.38	\$ 1,086.30	\$ 17,390.18



Borden Ladner Gervais LLP
Lawyers | Patent & Trade-mark Agents
1200 Waterfront Centre
200 Burrard St, P.O. Box 48600
Vancouver, BC, Canada V7X 1T2
T 604.687.5744 F 604.687.1415
blg.com

PERSONAL AND CONFIDENTIAL

FTI Consulting Canada Inc.
1502-701 West Georgia Street
Vancouver, BC V7Y 1C6

June 8, 2020

Attention: Tom Powell

Invoice # 697852046

Page 1

Re: Eagle Q Partners Receivership

File No: 555391/000007

PROFESSIONAL SERVICES rendered to May 31, 2020 in connection with the above matter as described in the attached.

Fees	\$ 1,456.00
Disbursements and Other Charges	0.00
GST on Fees and Taxable Disbursements and Other Charges	72.80
PST on Fees and Taxable Disbursements and Other Charges	101.92
Total this Invoice	<u><u>\$ 1,630.72</u></u>

THIS IS OUR ACCOUNT - E. & O.E.

BORDEN LADNER GERVAIS LLP

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

For: Lisa Hiebert

June 8, 2020

Invoice # 697852046

File No: 555391/000007

Page 2

FTI Consulting Canada Inc.
Re: Eagle Q Partners Receivership

PROFESSIONAL SERVICES RENDERED to May 31, 2020

May 19, 2020	L. Hiebert	0.50	Review and consider draft receivership materials and consider issues arising from same.	\$ 260.00
May 25, 2020	L. Hiebert	0.40	Review materials for receivership order; call with T. Powell, M. Clark and K. Jackson re upcoming application and issues for same.	208.00
May 26, 2020	L. Hiebert	0.70	Attend application for receivership order; review and comment on draft receivership order; email re status update.	364.00
May 27, 2020	L. Hiebert	0.20	Emails with T. Powell re initial investigations and next steps.	104.00
May 29, 2020	L. Hiebert	1.00	Attend meeting with H. Liu, T. Powell, K. Jackson, M. Rooze and S. Wang re information gathering, status and next steps.	520.00

TO OUR FEES \$ 1,456.00

Total Fees and Disbursements and Other Charges	1,456.00
GST on Fees and Taxable Disbursements and Other Charges	72.80
PST on Fees and Taxable Disbursements and Other Charges	101.92
TOTAL THIS INVOICE	\$ 1,630.72



Borden Ladner Gervais LLP
Lawyers | Patent & Trade-mark Agents
1200 Waterfront Centre
200 Burrard St, P.O. Box 48600
Vancouver, BC, Canada V7X 1T2
T 604.687.5744 F 604.687.1415
blg.com

FTI Consulting Canada Inc.
1502-701 West Georgia Street
Vancouver, BC V7Y 1C6

June 8, 2020
Invoice # 697852046
LH/LH

Re: Eagle Q Partners Receivership

File No: 555391/000007

REMITTANCE COPY

Fees	\$ 1,456.00
Disbursements and Other Charges	0.00
GST on Fees and Taxable Disbursements and Other Charges	72.80
PST on Fees and Taxable Disbursements and Other Charges	101.92
	<hr/>
Total this Invoice	<u>\$ 1,630.72</u>

PLEASE REFER TO PAYMENT OPTIONS PAGE FOR REMITTANCE INFORMATION.



Borden Ladner Gervais LLP
 Lawyers | Patent & Trade-mark Agents
 1200 Waterfront Centre
 200 Burrard St, P.O. Box 48600
 Vancouver, BC, Canada V7X 1T2
 T 604.687.5744 F 604.687.1415
 blg.com

FTI Consulting Canada Inc.
 1502-701 West Georgia Street
 Vancouver, BC V7Y 1C6

June 8, 2020
 Invoice # 697852046
 LH/LH

Use one of the following payment methods and ensure your payment contains the details provided in the example.

Client Name	Client #	Invoice #	Amount	Comments
FTI Consulting Canada Inc.	555391	697852046	1,630.72 (CAD)	Payment for Invoice # 697852046

Payment method # 1 - EFT/WIRE (Preferred Method)

Beneficiary Customer: Borden Ladner Gervais, LLP Bay Adelaide Centre, East Tower 22 Adelaide Street West Toronto, ON, Canada M5H 4E3	Beneficiary Bank: Canadian Clearing Code: //CC000247696 Bank of Nova Scotia PO Box 4234 STN A Toronto, ON, Canada M5W 5P6
Payments Originating from Canada or International Locations (Excluding US Dollars from the USA): 12 Digit Account #: 80002 14221 11 Bank #: 002 Transit #: 80002 Swift Code: NOSCCATT IBAN #: CA002800021422111 *IBAN number only required for clients OUTSIDE NORTH AMERICA	Payments Originating from the USA in US Dollars: 12 Digit Account #: 80002 51181 15 Bank #: 002 Transit #: 80002 Swift Code: NOSCCATT Intermediary Bank (If required): Bank of America NA 222 Broadway New York, N.Y. Swift Code: BOFAUS3N 10038 United States ABA #: 026009593
Remittance email required: Payment confirmation must be sent by email to remittanceadvice@blg.com and reference made to the invoice(s) paid.	

Payment method # 2 - ONLINE PAYMENTS, CANADIAN FUNDS ONLY

You may pay your invoice(s) to BLG through participating Canadian financial institution's online banking. Select Borden Ladner Gervais through your financial institution and enter your client #, 555391 Remittance email required: Payment confirmation must be sent by email to remittanceadvice@blg.com and reference made to the invoice(s) paid. *Please note we do not accept Interac e-Transfers.
--

Payment method # 3 - CHEQUES

Send by mail: Borden Ladner Gervais, LLP PO Box # 81100 World Exchange Plaza 100 Queen Street Ottawa, ON, Canada K1P 1B1	Send by courier: Borden Ladner Gervais, LLP World Exchange Plaza 100 Queen Street, Suite 1000 Ottawa, ON, Canada K1P 1J9
Attach remittance details with payment and reference invoice(s) paid.	

For additional information contact cashreceiptscoe@blg.com OR (613) 369-4777



Borden Ladner Gervais LLP
Lawyers | Patent & Trade-mark Agents
1200 Waterfront Centre
200 Burrard St, P.O. Box 48600
Vancouver, BC, Canada V7X 1T2
T 604.687.5744 F 604.687.1415
blg.com

PERSONAL AND CONFIDENTIAL

FTI Consulting Canada Inc.
1502-701 West Georgia Street
Vancouver, BC V7Y 1C6

July 8, 2020

Attention: Tom Powell

Invoice # 697860980

Page 1

Re: Eagle Q Partners Receivership

File No: 555391/000007

PROFESSIONAL SERVICES rendered to June 30, 2020 in connection with the above matter as described in the attached.

Fees	\$ 3,451.50
Disbursements and Other Charges	9.00
GST on Fees and Taxable Disbursements and Other Charges	173.03
PST on Fees and Taxable Disbursements and Other Charges	241.61
Total this Invoice	<u><u>\$ 3,875.14</u></u>

THIS IS OUR ACCOUNT - E. & O.E.

BORDEN LADNER GERVAIS LLP

For: Lisa Hiebert

July 8, 2020

Invoice # 697860980

File No: 555391/000007

Page 2

FTI Consulting Canada Inc.
Re: Eagle Q Partners Receivership

PROFESSIONAL SERVICES RENDERED to June 30, 2020

Jun 4, 2020	L. Hiebert	0.60	Meeting with T. Powell and M. Clark re deposit, transaction and other recovery issues; call and email to P. Holmes (Mackenzie Fujisawa) re deposit trust conditions.	\$ 312.00
Jun 5, 2020	L. Hiebert	0.10	Emails with T. Powell and K. Jackson re status and next steps.	52.00
Jun 8, 2020	C. Ang	0.10	Conduct corporate search against 0946664 BC Ltd.	19.50
Jun 8, 2020	L. Hiebert	0.50	Call with P. Holmes re 094 deposit; emails with T. Powell and K. Jackson re meeting with G. Baldwin; consider issues re recovery of 094 deposit and emails re same.	260.00
Jun 10, 2020	L. Hiebert	0.70	Call with P. Holmes re deposit; call with T. Powell re deposit and other recovery issues and various emails re same.	364.00
Jun 15, 2020	L. Hiebert	0.50	Calls and emails with counsel to stakeholders and sources of information re recovery options and assessment of same.	260.00
Jun 16, 2020	L. Hiebert	1.70	Call with O. Hanson (counsel to Westside School) re amounts owed to Eagle Q and information requests; meeting with T. Powell and M. Clark re status, strategy and next steps; consider recovery options and issues for demand letters.	884.00
Jun 18, 2020	L. Hiebert	0.50	Consider recovery options; call with K. Jackson re update on investigations and recovery options.	260.00
Jun 21, 2020	L. Hiebert	0.30	Email from M. Standerwick re deposit; consider recovery options and strategies and email to T. Powell and M. Clark re same.	156.00
Jun 26, 2020	L. Hiebert	0.30	Call with T. Powell and M. Clark re status and next steps.	156.00

July 8, 2020

Invoice # 697860980

File No: 555391/000007

Page 3

FTI Consulting Canada Inc.
Re: Eagle Q Partners Receivership

Jun 28, 2020	L. Hiebert	1.30	Email to K. Jackson re status update; emails with V. Barba re request to lift stay; prepare demand letter for debt to Eagle Q; prepare letter requesting meeting for financing of School and repayment of Eagle Q debt.	676.00
Jun 30, 2020	L. Hiebert	0.10	Arrangements to finalize correspondence to Westside School and delivery of same.	52.00

TO OUR FEES \$ 3,451.50

DISBURSEMENTS AND OTHER CHARGES:

Taxable

G=GST; Q=QST; H=HST; P=PST

BC Online	\$7.00	G
BC Online Service Charge	2.00	G

Total Taxable Disbursements and Other Charges 9.00

Total Disbursements and Other Charges 9.00

Total Fees and Disbursements and Other Charges 3,460.50

GST on Fees and Taxable Disbursements and Other Charges 173.03

PST on Fees and Taxable Disbursements and Other Charges 241.61

TOTAL THIS INVOICE **\$ 3,875.14**



Borden Ladner Gervais LLP
Lawyers | Patent & Trade-mark Agents
1200 Waterfront Centre
200 Burrard St, P.O. Box 48600
Vancouver, BC, Canada V7X 1T2
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blg.com

FTI Consulting Canada Inc.
1502-701 West Georgia Street
Vancouver, BC V7Y 1C6

July 8, 2020
Invoice # 697860980
LH/LH

Re: Eagle Q Partners Receivership

File No: 555391/000007

REMITTANCE COPY

Fees	\$ 3,451.50
Disbursements and Other Charges	9.00
GST on Fees and Taxable Disbursements and Other Charges	173.03
PST on Fees and Taxable Disbursements and Other Charges	241.61
Total this Invoice	<u><u>\$ 3,875.14</u></u>

PLEASE REFER TO PAYMENT OPTIONS PAGE FOR REMITTANCE INFORMATION.



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 blg.com

FTI Consulting Canada Inc.
 1502-701 West Georgia Street
 Vancouver, BC V7Y 1C6

July 8, 2020
 Invoice # 697860980
 LH/LH

Use one of the following payment methods and ensure your payment contains the details provided in the example.

Client Name	Client #	Invoice #	Amount	Comments
FTI Consulting Canada Inc.	555391	697860980	3,875.14 (CAD)	Payment for Invoice # 697860980

Payment method # 1 - EFT/WIRE (Preferred Method)

Beneficiary Customer: Borden Ladner Gervais, LLP Bay Adelaide Centre, East Tower 22 Adelaide Street West Toronto, ON, Canada M5H 4E3	Beneficiary Bank: Canadian Clearing Code: //CC000247696 Bank of Nova Scotia PO Box 4234 STN A Toronto, ON, Canada M5W 5P6
Payments Originating from Canada or International Locations (Excluding US Dollars from the USA): 12 Digit Account #: 80002 14221 11 Bank #: 002 Transit #: 80002 Swift Code: NOSCCATT IBAN #: CA002800021422111 *IBAN number only required for clients OUTSIDE NORTH AMERICA	Payments Originating from the USA in US Dollars: 12 Digit Account #: 80002 51181 15 Bank #: 002 Transit #: 80002 Swift Code: NOSCCATT Intermediary Bank (If required): Bank of America NA 222 Broadway New York, N.Y. Swift Code: BOFAUS3N 10038 United States ABA #: 026009593
Remittance email required: Payment confirmation must be sent by email to remittanceadvice@blg.com and reference made to the invoice(s) paid.	

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Payment method # 3 - CHEQUES

Send by mail: Borden Ladner Gervais, LLP PO Box # 81100 World Exchange Plaza 100 Queen Street Ottawa, ON, Canada K1P 1B1	Send by courier: Borden Ladner Gervais, LLP World Exchange Plaza 100 Queen Street, Suite 1000 Ottawa, ON, Canada K1P 1J9
Attach remittance details with payment and reference invoice(s) paid.	

For additional information contact cashreceiptscoe@blg.com OR (613) 369-4777



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blg.com

PERSONAL AND CONFIDENTIAL

FTI Consulting Canada Inc.
1502-701 West Georgia Street
Vancouver, BC V7Y 1C6

August 12, 2020

Attention: Tom Powell

Invoice # 697872877

Page 1

Re: Eagle Q Partners Receivership

File No: 555391/000007

PROFESSIONAL SERVICES rendered to July 31, 2020 in connection with the above matter as described in the attached.

Fees	\$ 1,924.00
Disbursements and Other Charges	0.00
GST on Fees and Taxable Disbursements and Other Charges	96.20
PST on Fees and Taxable Disbursements and Other Charges	134.68
Total this Invoice	<u><u>\$ 2,154.88</u></u>

THIS IS OUR ACCOUNT - E. & O.E.

BORDEN LADNER GERVAIS LLP

For: Lisa Hiebert

PROFESSIONAL SERVICES RENDERED to July 31, 2020

Jul 3, 2020	L. Hiebert	0.20	Emails to L. Smeets and O. Hanson re information required; email to K. Jackson re status update.	\$ 104.00
Jul 6, 2020	L. Hiebert	0.20	Emails from O. Hanson re information requested and consider issues arising from same; email to T. Powell and M. Clark re Westside School issues.	104.00
Jul 15, 2020	L. Hiebert	0.20	Discussion with T. Powell re recovery options and next steps; emails with O. Hanson re meeting and issues for same.	104.00
Jul 17, 2020	L. Hiebert	0.40	Call with L. Smeets re financial tracing for Eagle Q; email to T. Powell and M. Clark re update and next steps.	208.00
Jul 24, 2020	L. Hiebert	0.20	Emails with O. Hanson, T. Powell and K. Jackson re meeting with Westside School.	104.00
Jul 27, 2020	L. Hiebert	0.90	Consider issues for meeting and various emails to arrange same; consider issues re privilege of correspondence and documents held by Smeets.	468.00
Jul 28, 2020	L. Hiebert	1.60	Consider issues for potential financing and meeting with representatives of Westside School and H. Liu re resolution of amounts owed to Eagle Q and consider issues arising from same.	832.00

TO OUR FEES \$ 1,924.00

Total Fees and Disbursements and Other Charges 1,924.00

GST on Fees and Taxable Disbursements and Other Charges 96.20



Borden Ladner Gervais LLP
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blg.com

FTI Consulting Canada Inc.
Re: Eagle Q Partners Receivership

August 12, 2020
Invoice # 697872877
File No: 555391/000007
Page 3

PST on Fees and Taxable Disbursements and Other Charges	134.68
TOTAL THIS INVOICE	<u><u>\$ 2,154.88</u></u>



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FTI Consulting Canada Inc.
1502-701 West Georgia Street
Vancouver, BC V7Y 1C6

August 12, 2020
Invoice # 697872877
LH/LH

Re: Eagle Q Partners Receivership

File No: 555391/000007

REMITTANCE COPY

Fees	\$ 1,924.00
Disbursements and Other Charges	0.00
GST on Fees and Taxable Disbursements and Other Charges	96.20
PST on Fees and Taxable Disbursements and Other Charges	134.68
	<hr/>
Total this Invoice	<u>\$ 2,154.88</u>

PLEASE REFER TO PAYMENT OPTIONS PAGE FOR REMITTANCE INFORMATION.



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FTI Consulting Canada Inc.
 1502-701 West Georgia Street
 Vancouver, BC V7Y 1C6

August 12, 2020
 Invoice # 697872877
 LH/LH

Use one of the following payment methods and ensure your payment contains the details provided in the example.

Client Name	Client #	Invoice #	Amount	Comments
FTI Consulting Canada Inc.	555391	697872877	2,154.88 (CAD)	Payment for Invoice # 697872877

Payment method # 1 - EFT/WIRE (Preferred Method)

Beneficiary Customer: Borden Ladner Gervais, LLP Bay Adelaide Centre, East Tower 22 Adelaide Street West Toronto, ON, Canada M5H 4E3	Beneficiary Bank: Canadian Clearing Code: //CC000247696 Bank of Nova Scotia PO Box 4234 STN A Toronto, ON, Canada M5W 5P6
Payments Originating from Canada or International Locations (Excluding US Dollars from the USA): 12 Digit Account #: 80002 14221 11 Bank #: 002 Transit #: 80002 Swift Code: NOSCCATT IBAN #: CA002800021422111 *IBAN number only required for clients OUTSIDE NORTH AMERICA	Payments Originating from the USA in US Dollars: 12 Digit Account #: 80002 51181 15 Bank #: 002 Transit #: 80002 Swift Code: NOSCCATT Intermediary Bank (If required): Bank of America NA 222 Broadway New York, N.Y. Swift Code: BOFAUS3N 10038 United States ABA #: 026009593
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Payment method # 3 - CHEQUES

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PERSONAL AND CONFIDENTIAL

FTI Consulting Canada Inc.
1502-701 West Georgia Street
Vancouver, BC V7Y 1C6

December 7, 2020

Invoice # 697913851

Attention: Tom Powell

Page 1

Re: Eagle Q Partners Receivership

File No: 555391/000007

PROFESSIONAL SERVICES rendered to November 30, 2020 in connection with the above matter as described in the attached.

Fees	\$ 13,687.00
Less Discount	(5,000.00)
Fee Balance	<u>8,687.00</u>
Disbursements and Other Charges	0.00
GST on Fees and Taxable Disbursements and Other Charges	434.35
PST on Fees and Taxable Disbursements and Other Charges	608.09
Total this Invoice	<u>\$ 9,729.44</u>

THIS IS OUR ACCOUNT - E. & O.E.

BORDEN LADNER GERVAIS LLP

For: Lisa Hiebert

PROFESSIONAL SERVICES RENDERED to November 30, 2020

Aug 12, 2020	L. Hiebert	0.20	Call with T. Powell re status, strategy and next steps.	\$ 104.00
Aug 18, 2020	L. Hiebert	0.20	Call with K. Jackson re status and next steps and consider same.	104.00
Sep 21, 2020	L. Hiebert	0.70	Emails with T. Powell re issues and next steps; prepare demand to O. Hanson (counsel to Westside School).	364.00
Sep 22, 2020	L. Hiebert	1.00	Call with T. Powell re issues for letter to Westside School and revise same.	520.00
Oct 5, 2020	L. Hiebert	0.10	Email to T. Powell re status of discussions.	52.00
Oct 18, 2020	L. Hiebert	0.20	Email from K. Jackson re potential path forward and consider same; emails with T. Powell.	104.00
Oct 20, 2020	L. Hiebert	0.50	Call with T. Powell re next steps and consider issues for same; emails re application strategy.	260.00
Oct 22, 2020	L. Hiebert	0.20	Consider issues re application and emails re same.	104.00
Oct 26, 2020	L. Hiebert	0.50	Consider issues re credit bid and call with K. Jackson and emails with T. Powell re same.	260.00
Nov 2, 2020	L. Hiebert	0.50	Consider issues re purchase agreement and emails re same.	260.00
Nov 3, 2020	R. Lau	5.50	Prepare draft asset purchase agreement; review receivership order and demand letter re same.	2,117.50
Nov 4, 2020	L. Hiebert	1.70	Call with T. Powell re sale of loan and issues for same; review and revise purchase agreement for sale of loan and email to T. Powell re same; consider issues for transaction and sale approval.	884.00
Nov 5, 2020	L. Hiebert	0.50	Emails with T. Powell and K. Jackson re sale agreement; consider revisions to sale agreement and update same.	260.00

FTI Consulting Canada Inc.
Re: Eagle Q Partners Receivership

Nov 9, 2020	L. Hiebert	1.20	Call with K. Jackson, M. Rozee and T. Powell re purchase agreement and issues for same; consider issues for approval application and discussion with T. Powell re same; consider issues for sale approval and discussion with M. Johnstone re issues for same.	624.00
Nov 9, 2020	M.G. Johnstone	1.60	Draft materials for Sale Approval and Discharge application.	536.00
Nov 9, 2020	R.M. Laity	0.40	Consider matters re: sale approval and discharge application;	186.00
Nov 10, 2020	L. Hiebert	0.50	Consider issues for purchase agreement and revise same.	260.00
Nov 10, 2020	M.G. Johnstone	9.90	Draft materials for Sale Approval and Discharge application.	3,316.50
Nov 11, 2020	L. Hiebert	2.00	Consider issues re sale approval application and revise materials for same; emails with T. Powell re application materials; email to K. Jackson, M. Rozee and T. Powell re updated form of agreement.	1,040.00
Nov 11, 2020	M.G. Johnstone	1.80	Revise materials for Sale Approval and Discharge application.	603.00
Nov 12, 2020	L. Hiebert	0.40	Emails with K. Jackson re issues for sale agreement and form of order; update APA and form of vesting order.	208.00
Nov 12, 2020	R.M. Laity	0.20	Various correspondence regarding sale approval and discharge application; consider same;	93.00
Nov 19, 2020	L. Hiebert	0.40	Emails with M. Rozee and Department of Justice re addition to service list; review and consider draft Report.	208.00
Nov 20, 2020	L. Hiebert	1.30	Review and comment on draft Report and emails with M. Clark and T. Powell re same; emails re information for fee approval; revise materials for sale approval and conclusion of proceedings.	676.00



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December 7, 2020
Invoice # 697913851
File No: 555391/000007
Page 4

FTI Consulting Canada Inc.
Re: Eagle Q Partners Receivership

Nov 20, 2020	M.G. Johnstone	1.00	Revise materials for the fee approval application.	335.00
Nov 22, 2020	L. Hiebert	0.10	Email to T. Powell and M. Clark re issues for application.	52.00
Nov 30, 2020	L. Hiebert	0.30	Updates to application materials and consider same.	156.00

TO OUR FEES	\$ 13,687.00
Less Discount	(5,000.00)
FEE BALANCE	<u>8,687.00</u>

Total Fees and Disbursements and Other Charges	<u>8,687.00</u>
GST on Fees and Taxable Disbursements and Other Charges	434.35
PST on Fees and Taxable Disbursements and Other Charges	<u>608.09</u>
TOTAL THIS INVOICE	<u><u>\$ 9,729.44</u></u>



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FTI Consulting Canada Inc.
1502-701 West Georgia Street
Vancouver, BC V7Y 1C6

December 7, 2020
Invoice # 697913851
LH/LH

Re: Eagle Q Partners Receivership

File No: 555391/000007

REMITTANCE COPY

Fees	\$ 13,687.00
Less Discount	(5,000.00)
Fee Balance	<u>8,687.00</u>
Disbursements and Other Charges	0.00
GST on Fees and Taxable Disbursements and Other Charges	434.35
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December 7, 2020
 Invoice # 697913851
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Client Name	Client #	Invoice #	Amount	Comments
FTI Consulting Canada Inc.	555391	697913851	9,729.44 (CAD)	Payment for Invoice # 697913851

Payment method # 1 - EFT/WIRE (Preferred Method)

Beneficiary Customer: Borden Ladner Gervais, LLP Bay Adelaide Centre, East Tower 22 Adelaide Street West Toronto, ON, Canada M5H 4E3	Beneficiary Bank: Canadian Clearing Code: //CC000247696 Bank of Nova Scotia PO Box 4234 STN A Toronto, ON, Canada M5W 5P6
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Payment method # 3 - CHEQUES

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