

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

TRUIST BANK, AS AGENT

Applicant

- and -

KEW MEDIA GROUP INC. AND KEW MEDIA INTERNATIONAL
(CANADA) INC.

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY
ACT*, R.S.C. 1985 C. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF
JUSTICE ACT*, R.S.O. 1990, C. C-43, AS AMENDED

**MOTION RECORD
(Returnable May 25, 2023)
(Receiver's Discharge)**

May 8, 2023

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(as at May 8, 2023)

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**ONTARIO
SUPERIOR COURT OF JUSTICE**

COMMERCIAL LIST

B E T W E E N:

TRUIST BANK, AS AGENT

Applicant

- and -

KEW MEDIA GROUP INC. AND KEW MEDIA INTERNATIONAL
(CANADA) INC.

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY
ACT*, R.S.C. 1985 C. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF
JUSTICE ACT*, R.S.O. 1990, C. C-43, AS AMENDED

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TAB1

Court File No. CV-20-00637081-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

TRUIST BANK, AS AGENT

Applicant

- and -

KEW MEDIA GROUP INC. AND KEW MEDIA INTERNATIONAL
(CANADA) INC.

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 C. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C-43, AS AMENDED

**NOTICE OF MOTION
(Returnable May 25, 2023)
(Receiver's Discharge)**

FTI CONSULTING CANADA INC. (“**FTI**”), in its capacity as the Court-appointed receiver and manager (FTI, in such capacity, the “**Receiver**”) of all the undertaking, property and assets of Kew Media Group Inc. (“**KMG**”) and Kew Media International (Canada) Inc. (together with KMG, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Kew Media Group (collectively, the “**Property**”), will make a motion to a Judge presiding over the Ontario Superior Court of Justice (Commercial List) on May 25, 2023, at 10:00 a.m. (EST), for 60 minutes, via judicial videoconference at Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

- (a) an Order (the “**Fee Approval and Discharge Order**”):
 - (i) discharging the Receiver and terminating the within proceedings with effect upon the filing of the Receivership Termination Certificate (as defined in the Fifth Report of the Receiver dated May 5, 2023, filed herewith (the “**Fifth Report**”));
 - (ii) releasing the Receiver from any and all liability that FTI now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of FTI while acting as Receiver, save and except for any gross negligence or wilful misconduct on the Receiver’s part;
 - (iii) approving the actions, conduct and activities of the Receiver as described in the Receiver’s Fourth Report dated September 29, 2021, and the Fifth Report;
 - (iv) approving the fees and disbursements of the Receiver for the period November 1, 2020, to April 14, 2023, inclusive, all as set out in the affidavit of Nigel Meakin sworn May 5, 2023 (the “**Meakin Affidavit**”);
 - (v) approving the fees and disbursements of the Receiver’s legal counsel, Torys LLP (“**Torys**”), for the period November 1, 2020, to April 14, 2023, inclusive, all as set out in the affidavit of Mike Noel sworn May 5, 2023 (the “**Noel Affidavit**”);

- (vi) approving the fees and disbursements of the Receiver's legal counsel, Lax O'Sullivan Lissus Gottlieb LLP ("**LOLG**"), for the period December 31, 2020, to March 31, 2023, inclusive, all as set out in the affidavit of Rahool Agarwal sworn May 2, 2023 (the "**Agarwal Affidavit**"); and
 - (vii) approving an amount of up to \$80,000 to cover the further fees and disbursements of the Receiver, Torys and LOLG expected to be incurred prior to the filing of the Receivership Termination Certificate (the "**Subsequent Fees and Disbursements**"), and the payment of such expenses without further approval of this Court; and
 - (viii) approving the completion by the Receiver of the activities remaining to be completed in the within proceedings, as more particularly set out in the Fifth Report, including, without limitation: (i) deliver to Goodmans LLP, legal counsel to the Debtors, the Transferred Records (as defined in the Fifth Report); and (ii) subject to any applicable law, destroy any copies of the Debtor Non-Tax Records (as defined in the Fifth Report) that are not Transferred Records; and
- (b) such further and other relief as to this Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

A. Receivership Proceedings

- (a) On February 28, 2020, this Court granted an order (the "**Receivership Order**") appointing FTI as Receiver of the Property pursuant to Section 243(1) of the

Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, R.S.O. 1990, c. C.43, as amended (the “**CJA**”), pursuant to an application brought by the Secured Lenders (as defined in the Fifth Report).

- (b) As more particularly set out in the Fifth Report, the Receiver has substantially completed all of its activities in respect of the Debtors, save for resolution of the GT Action and incidental remaining administrative matters. Without limitation, and subject to resolution of the GT Action, there are no remaining assets or material assets of the Debtors to be realized upon, and no significant proceeds remaining to be distributed.
- (c) The Secured Lenders have suffered a significant shortfall in the recovery of secured obligations owing to them by the Debtors, and there are no distributions available to unsecured creditors of the Debtors.
- (d) The Receiver has agreed, subject to the approval of this Court, to discontinue and withdraw the GT Action without costs on a “with prejudice” basis and in the manner more particularly set out in the Fifth Report.
- (e) Given the prospective resolution of the GT Action and the completion by the Receiver of its duties and obligations – including those set out in the Receivership Order – the Receiver is seeking to obtain its discharge and the termination of the within proceedings pursuant to the Fee Approval and Discharge Order.

C. General

- (f) The Receiver's actions and activities, as described in the Fifth Report, are lawful and proper, and consistent with its powers and duties under the Receivership Order, and are in accordance with the provisions of the BIA and the CJA;
- (g) Details of the fees and disbursements for which the Receiver and Torys are seeking approval are contained in the Meakin Affidavit, the Noel Affidavit, and the Agarwal Affidavit;
- (h) The provisions of the BIA;
- (i) The *Rules of Civil Procedure*, R.S.O. 1990, Reg. 194, as amended, including, without limitation, Rules 1.04, 2.03, 3.02 and 37; and
- (j) Such further and other grounds as the lawyers may advise and this Court may permit.

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

- (k) the Fifth Report;
- (l) the Meakin Affidavit;
- (m) the Noel Affidavit;
- (n) the Agarwal Affidavit; and
- (o) such further and other evidence as the lawyers may advise and this Court may permit.

May 8, 2023

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Lawyers for FTI Consulting Canada Inc., the
Court-appointed Receiver and Manager of Kew
Media Group Inc. and Kew Media International
(Canada) Inc.

TO: The Service List

TRUIST BANK, AS AGENT

Court File No. CV-20-00637081-00CL

Applicant

-and-

KEW MEDIA GROUP INC. AND KEW MEDIA INTERNATIONAL (CANADA) INC.

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**NOTICE OF MOTION
(Receiver's Discharge)**

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Lawyers for FTI Consulting Canada Inc., the Court-appointed Receiver and Manager of Kew Media Group Inc. and Kew Media International (Canada) Inc.



TAB2

Court File No. CV-20-00637081-00CL

**KEW MEDIA GROUP INC.
KEW MEDIA INTERNATIONAL (CANADA) INC.**

FIFTH REPORT OF THE RECEIVER

May 5, 2023

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

IN THE MATTER OF THE RECEIVERSHIP OF
KEW MEDIA GROUP INC. AND
KEW MEDIA INTERNATIONAL (CANADA) INC.

**FIFTH REPORT TO THE COURT
SUBMITTED BY FTI CONSULTING CANADA INC.,
IN ITS CAPACITY AS RECEIVER**

INTRODUCTION

1. Pursuant to the Order of the Honourable Mr. Justice Koehnen (the “**Receivership Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted February 28, 2020, FTI Consulting Canada Inc. was appointed as receiver and manager (the “**Receiver**”) without security, of all of the assets, undertakings and properties of Kew Media Group Inc. (“**KMG**”) and Kew Media International (Canada) Inc. (together with KMG, the “**Debtors**”), acquired for, or used in relation to a business carried on by the Debtors. The proceedings were commenced by way of application under section 101 of the *Courts of Justice Act, R.S.O. 1990, c. C.43*, as amended, and section 243 of the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*, as amended (the “**BIA**”), and shall be referred to herein as the “**Receivership**”).

2. To date, the Receiver has filed four reports in respect of various aspects of the Receivership. The purpose of this, the Receiver’s Fifth Report (the “**Fifth Report**”), is to provide information to the Court on the following:
 - (a) The receipts and disbursements of the Receiver for the period from the commencement of the Receivership to March 31, 2023;

- (b) The discontinuance of the action commenced by KMG, acting by its Receiver, against Grant Thornton Canada LLP under Court File No. CV-21-00656707-0000 (the “**GT Action**”);
- (c) The decision to not pursue potential claims against former officers and directors of KMG (the “**D&O Claims**”);
- (d) The status of the securities class action by Alex Kan and Stuart Rath (the “**Class Action Plaintiffs**”) against certain of its former directors and officers (collectively, the “**Individual Defendants**”) and KMG, brought in the Ontario Superior Court of Justice, Toronto, as Court File No. CV-20-00644200-00CP) (the “**Class Action**”);
- (e) The Receiver’s motion of for the granting of an Order (the “**Fee Approval and Discharge Order**”), *inter alia*:
 - (i) Approving the actions, conduct and activities of the Receiver as described in the Receiver’s Fourth Report dated September 29, 2021 (the “**Fourth Report**”), a copy of which is attached hereto as **Appendix A**, and in the Fifth Report;
 - (ii) Approving the fees and disbursements of the Receiver for the period from November 1, 2020, to the date of the Receiver’s discharge;
 - (iii) Approving the fees and disbursements of Torys LLP, in its capacity as the Receiver’s independent legal counsel (“**Torys**”), for the period from November 1, 2020, to the date of the Receiver’s discharge;
 - (iv) Approving the fees and disbursements of Lax, O’Sullivan, Lisus, Gottlieb LLP, in its capacity as the Receiver’s legal counsel (“**LOLG**”), for the period from December 31, 2020, to the date of the Receiver’s discharge; and

- (v) Providing for the termination of the Receivership and the discharge of the Receiver upon service by the Receiver on the service list for the Receivership of a certificate confirming that all remaining administrative matters (discussed later in this Fifth Report) have been completed by the Receiver (the “**Receivership Termination Certificate**”); and
- (vi) Authorizing the delivery by the Receiver to Goodmans LLP, counsel to the Debtors, of certain books, records and electronic storage media of the Debtors in the possession or control of the Receiver and the destruction by the Receiver of the remaining books and records in its possession or control.

TERMS OF REFERENCE

3. In preparing this Fifth Report, the Receiver has relied upon unaudited financial information of the Debtors, the Debtors’ books and records, and discussions with the Debtors’ employees and various interested parties (the “**Information**”).
4. Except as described in this Fifth Report:
 - (a) 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; and
 - (b) The Receiver has not examined or reviewed financial forecasts and projections referred to in this Fifth Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.

5. The Receiver has prepared this Fifth Report in connection with the Receiver's motion for the Fee Approval and Discharge Order, which are scheduled to be heard on May 25, 2023. The Fifth Report should not be relied on for other purposes.
6. Future oriented financial information reported or relied on in preparing this Fifth Report is based on assumptions regarding future events; actual results may vary from forecast and such variations may be material.
7. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined herein have the meanings defined in the Receivership Order or previous reports of the Receiver.

EXECUTIVE SUMMARY

8. As more particularly set out in this Fifth Report, the Receiver has substantially completed all of its activities in respect of the Debtors, save for the filing of the consent to the discontinuance of the GT Action and incidental remaining administrative matters in the Receivership. There are no remaining assets of the Debtors to be realized upon, and no significant proceeds remaining to be distributed.
9. The Secured Lenders have suffered a significant shortfall in the recovery of secured obligations owing to them by the Debtors, and there are no distributions available to unsecured creditors of the Debtors.
10. With no funding available to continue the GT Action, the Receiver is unable to continue the GT Action and has obtained the consent of GT for its discontinuance.
11. Given the discontinuance of the GT Action and the completion by the Receiver of its duties and obligations – including those set out in the Receivership Order – the Receiver is seeking to obtain its discharge and the termination of the within proceedings pursuant to the Fee Approval and Discharge Order.

BACKGROUND TO THE RECEIVERSHIP

12. The Receivership application was made by Truist Bank, in its capacity as agent for a syndicate of lenders consisting of Truist Bank, Bank of Montreal and The Toronto-Dominion Bank (collectively, the “**Secured Lenders**”). The Receivership application and the granting of the Receivership Order were founded in serious allegations of wrongdoing by KMG and one or more of its officers and directors. Details of the conduct of KMG and its principals were set out in detail in the application materials filed by the Secured Lenders in support of the Receivership Order. Certain of the underlying facts concerning wrongdoing were a matter of public record prior to the Receivership application, as a result of KMG’s public company disclosure obligations under securities law.
13. The events that led to the Receivership application commenced with disclosure by KMG that it had learned that certain reports provided by KMG’s chief financial officer to KMG and to the Secured Lenders contained inaccurate information regarding working capital and that the chief financial officer had left the company. That disclosure was included in a press release issued by KMG on December 11, 2019. As a result of the inaccurate information given to them, the Secured Lenders had advanced almost twice as much funding to KMG as than the amount it was, in fact, entitled to.
14. On January 15, 2020, KMG announced that its auditor, Grant Thornton LLP, had withdrawn its audit reports for the years ending December 31, 2017, and 2018, together with any interim audit review reports for the interim periods in the 2017, 2018, and 2019 fiscal years.
15. On January 16, 2020, the Ontario Securities Commission issued a notice of temporary cease trade order in respect of KMG’s shares, and thereafter such order was made permanent by a cease trade order dated January 20, 2020.

16. The Receivership Order was granted in circumstances of urgency. As noted in the Endorsement of Justice Koehnen dated February 28, 2020, that accompanied the granting of the Receivership Order, KMG was served with notice of the application the night before the hearing and without the customary 10-day statutory notice of the Secured Lenders' intention to enforce their security. Despite KMG's request for an adjournment to respond to the application and despite the "very short service" noted by Justice Koehnen, he cited the conduct of KMG that had resulted in the Secured Lenders having advanced approximately twice as much money to KMG as it was entitled, denied the adjournment request and granted the Receivership Order.
17. KMG is no longer a functional entity – it has no business or operations, and it has no directors, officers or employees. In customary manner, the Receivership Order authorized and empowered the Receiver to realize upon the assets of KMG and KMIC. The realization process was completed in 2020, other than the pursuit of the potential legal claims that are discussed below, and interim distributions have been made to the Secured Lenders, all as previously approved by the Court.
18. After distribution of proceeds realized to date, the Secured Lenders are still facing a shortfall in excess of US\$100 million. Accordingly, unless net proceeds in excess of US\$100 million could be realized from the potential legal claims, the Secured Lenders are the only stakeholders with an economic interest in the Receivership.
19. Mindful of the economic interests of the Secured Lenders, the Receiver has engaged in extensive, ongoing communications with the Secured Lenders and their legal counsel throughout the Receivership.

RECEIPTS AND DISBURSEMENTS FOR THE PERIOD TO MARCH 31, 2023

20. The Receiver's receipts and disbursements for the period from the commencement of the Receivership to March 31, 2023, are summarized below:

| | \$000 |
|---|----------------|
| Receipts: | |
| Proceeds of realization | 8,512.3 |
| Sales tax refunds | 689.0 |
| Bank interest, net of bank charges | 10.5 |
| Total Receipts | 9,211.8 |
| Disbursements: | |
| Employee and contractor costs | 417.7 |
| Rent | 58.8 |
| Other operating disbursements | 64.2 |
| Receiver and Counsel fees and expenses | 2,842.4 |
| Other professional fees and expenses | 547.1 |
| Funding of subsidiaries | 444.6 |
| Sales taxes, net | 426.0 |
| Interest and foreign exchange loss on Receiver's borrowings | 61.2 |
| Total Disbursements | 4,862.0 |
| Net Cash Flow | 4,349.8 |
| Receiver's borrowings, net of repayments | - |
| Distributions to Secured Creditors | 4,349.6 |
| Cash Balance | 0.2 |

21. Proceeds of realization are the realizations from the sales of the shares of various KMG subsidiaries.
22. Rent costs relate to the two leased Toronto offices of the Debtors, which leases were terminated by the Receiver in April and June, 2020.
23. Other professional fees and expenses are the payments made, with the consent of the Secured Lenders, to TD Securities Inc., KMG's investment banker, in connection with the marketing process that had been undertaken prior to the Receivership and the transition of that process to the Receiver.
24. Funding of subsidiaries are payments made by the Receiver on behalf of KMG US as permitted by paragraph 3(r) of the Receivership Order.
25. Distributions to secured creditors were made pursuant to Orders of the Court granted April 14, 2020, and December 8, 2020.

DISCONTINUANCE OF THE GT ACTION

26. As previously reported, the Receiver identified a potential claim against Grant Thornton LLP (“**GT Canada**”), and Grant Thornton UK LLP and Grant Thornton UK LLC (together “**GT UK**” and collectively with GT Canada, the “**GT Action Defendants**”), as the former auditors for KMG and its subsidiaries (the “**KMG Group**”) in relation to damages suffered by KMG and Kew Media International Limited, an indirect subsidiary of KMG (“**KMIL**” and, together with KMG, the “**GT Action Plaintiffs**”) on account of the Defendants’ failure to detect issues with the KMG Group’s financial information and financial reporting provided to the GT Action Plaintiffs’ stakeholders (the “**GT Claim**”).
27. After further investigation by the Receiver and discussions with the Secured Lenders and their counsel, a legal proceeding in respect of the GT Claim (the “**GT Action**”) was commenced on February 9, 2021, when, pursuant to powers granted in paragraph 3(i) of the Receivership Order, the Receiver caused the GT Action Plaintiffs to issue a Notice of Action against the GT Defendants to be heard in the Ontario Superior Court of Justice under Court File No. CV-21-00656707-0000.
28. As outlined in the Statement of Claim dated March 11, 2021 (the “**Original GT Statement of Claim**”) in relation to the GT Action, the GT Action Plaintiffs claim against the GT Action Defendants for the following:
 - (a) Damages in the amount of \$100 million for breach of contract, breach of duty, breach of fiduciary duty, negligence and negligent misrepresentation;
 - (b) An order requiring the GT Action Defendants to repay to the GT Action Plaintiffs all fees, payments, and monies paid to them by the GT Action Plaintiffs;
 - (c) A declaration that any indemnity or limitation of liability provisions in favour of the GT Action Defendants, express or implied, are void or voidable or in the alternative unenforceable;

- (d) Pre- and post-judgment interest in accordance with the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended;
 - (e) The GT Action Plaintiffs' costs of the action; and
 - (f) Such further and other relief as the Honourable Court permits.
29. On June 2, 2021, the GT Action Plaintiffs filed an Amended Statement of Claim (the “**Amended GT Statement of Claim**”) that revised the Original GT Statement of Claim and also provided certain additional information with respect to the GT Action, including the following:
- (a) KMG is entitled to sue the GT Action Defendants on its own behalf and on behalf of the individual companies in the KMG Group on the basis that the GT Action Defendants were providing services to KMG and the group of related companies in connection with the preparation of consolidated financial statements; and
 - (b) Providing additional details with respect to the audit and review services rendered to the KMG Group by GT Canada and GT UK, and the respective engagement letters under which the services were provided.
30. GT UK informed the GT Action Plaintiffs that Grant Thornton UK LLC does not exist. Following discussions, it was agreed by the GT Action Plaintiffs and GT UK that the action would be discontinued against GT UK and Grant Thornton UK LLC, and that the limitation period for claims asserted in the GT Action would be tolled. In that regard, the parties executed a tolling agreement effective as of December 16, 2021 (the “**Tolling Agreement**”).
31. Pursuant to the Tolling Agreement, the GT Action Plaintiffs discontinued their claims as against GT UK and Grant Thornton UK LLC by Notice of Discontinuance dated January 5, 2022.

32. The GT Action Plaintiffs delivered a Fresh As Amended Statement of Claim dated January 26, 2022, addressing the discontinuance of the action against GT UK and Grant Thornton UK LLC.
33. On February 22, 2022, GT Canada delivered a Statement of Defence and on March 23, 2022, the GT Action Plaintiffs delivered a Reply to close the pleadings.
34. Following the close of the pleadings, the parties discussed a discovery plan and production of documents. However, no discovery plan was agreed to and there has been no documentary production
35. As noted above, the Secured Lenders supported the commencement of the GT Action by the Receiver. The Receiver had made it clear to the Secured Lenders that, given the lack of funds available in the Receivership, in order to continue to pursue the GT Action, it would be necessary for the Secured Lenders to provide continued funding to the Receiver or to take an assignment of the action and pursue those claims directly. Over a period of many months, the Receiver engaged in discussions with the Secured Lenders to consider these matters and advance a litigation strategy.
36. Ultimately, each of the Secured Lenders informed the Receiver that it would not provide further funding to continue the pursuit of the GT Action nor take an assignment of the action, and that the Secured Lenders were willing, in the circumstances, to have the GT Action discontinued.
37. With the Secured Lenders having declined to continue to fund the GT Action, the Receiver considered whether it was feasible for unsecured creditors to potentially pursue the GT Action, including in the event of a bankruptcy of the Debtors pursuant to an Order under section 38 of the *Bankruptcy and Insolvency Act* (the “**BIA**”). The Receiver estimates that funding requirement to do so would be several million dollars.

38. Although a formal claims process has not been conducted by the Receiver, it is aware of a number of unsecured claims against the Debtors. Pursuant to Form 87 prepared and filed pursuant to the provisions of sections 245(1) and 246(1) of the BIA, there are 44 known unsecured creditors in the Receivership with claims totalling approximately \$5.8 million, including approximately \$1.5 million owed to GT. Of the remaining 43 creditors with claims totalling approximately \$4.3 million, only one creditor, Goodmans LLP, KMG's former counsel, has a claim in excess of \$1 million.
39. Under a BIA section 38 assignment, a funding creditor's recovery is limited to the amount of their unsecured claim. Given the quantum of funding required (including the funding needed for a bankruptcy of the Debtors, as well as the litigation funding needed to advance the GT Action) as compared to the size of the unsecured claims, the Receiver is of the view that there is no reasonable prospect that any unsecured creditor would be being prepared to pursue the GT Action.
40. The Receiver has no funding to continue the GT Action. The Secured Lenders – having the principal economic interest at stake – are not prepared to further fund or assume a continuation of the GT Action, and no known unsecured creditor of the Debtors has a material enough economic interest to warrant efforts to acquire or continue the GT Action. Accordingly, the Receiver has determined that it is necessary and appropriate in the circumstances to discontinue the GT Action.
41. Pursuant to Rule 23.01(1) of the *Rules of Civil Procedure* (Ontario), a plaintiff may discontinue an action at any time by filing the consent of the parties or, in the absence of such consent, with leave of the Court after the close of pleadings. The Receiver and GT have agreed to the discontinuance of the GT Action and the Receiver will be filing a consent discontinuance in due course.

THE D&O CLAIMS

42. At paragraphs 21 to 25 of its Fourth Report, the Receiver stated:

21. KMG carried insurance in respect of claims against its directors and officers (the “**D&O**”). Specifically, it has a primary policy and an excess policy (collectively, the “**D&O Policy**”). The D&O Policy has a policy period of March 20, 2019 at 12:01 a.m. Eastern time to March 20, 2020 at 12:01 a.m. Eastern time, with a 90-day discovery period after the end of the policy period. The insurers’ liability under the primary D&O Policy is limited to \$10 million in the aggregate (including defence costs), with an additional \$1 million per director or officer in additional coverage for Non-Indemnifiable Loss (as defined in the D&O Policy).

22. By letter dated March 17, 2020, the Receiver gave notice of its potential claims against the Debtor’s directors and officers. This notice and its delivery were coordinated with the Debtors’ principal secured lenders, who also provided notice of potential claims. The Receiver’s notice was provided to, among other, Lloyd’s London and Marsh Canada, the insurers and broker respectively, under the D&O Policy (collectively, the “**D&O Insurer**”). A copy of the Receiver’s notice is attached hereto as Appendix B.

23. On September 3, 2020, the Receiver sent a letter to Roderic McLauchlan of Clyde & Co, counsel to D&O Insurer, requesting, among other things, that the D&O Insurer provide a coverage position with respect to the Class Action. A copy of that letter is attached hereto as Appendix C.

24. There have been further emails, letters and telephone calls with counsel to the D&O Insurer since that time. As of the writing of this Report and despite several further requests and follow-up, the Receiver has still not been provided with a coverage position by the D&O Insurer. Of particular importance and relevance to the current motion by the Class Action Plaintiffs for the Lift Stay Relief

and the Compelled Defence Relief, the D&O Insurer has reserved its right to deny coverage in the event that KMG fails to defend the Class Action (discussed further below).

25. The Receiver has continued its investigations with respect to the D&O Claims and has been in discussions with the Senior Lenders with respect thereto. As at the date of this Report, no decision has yet been reached as to whether the Receiver will pursue some or all of the D&O Claims and, if so, whether it would seek recovery under the D&O Policy.”

43. The Receiver has investigated the potential D&O Claims and has discussed such claims at length with the Secured Lenders and their counsel.. Ultimately, the Secured Lenders have, in the circumstances, declined to support further pursuit of the D&O Claims by the Receiver. For the reasons discussed above with respect to the GT Action, it is not reasonable to expect that any unsecured creditors of the Debtors would be able or willing to assume carriage of the D&O Claims. Consequently, no litigation proceedings have been commenced by the Receiver and the D&O Claims will not be further pursued by the Receiver.

THE CLASS ACTION

BACKGROUND

44. The Class Action was commenced by Statement of Claim issued July 20, 2020 (the “**Class Action Statement of Claim**”), pursuant to the *Class Proceedings Act*, 1992, S.O. 1992, c.6.

45. The Class Action was brought by the Class Action Plaintiffs as representatives of the Class. The Class is all persons or entities who acquired KMG's securities in the secondary market during the class period¹, other than certain excluded persons². The Class members are therefore all shareholders or former shareholders of KMG. Accordingly, they have only equity claims against the Debtors and are not creditors in the Receivership. Furthermore, they have no economic interest in the Receivership unless net proceeds well in excess of US\$100 million (i.e., sufficient to repay in full all secured and unsecured claims against KMG) could be realized from the GT Action and the D&O Claims.
46. It is the Receiver's understanding that any judgment awarded in the Class Action is intended to be satisfied through recovery from the D&O Policy and, potentially, directly from certain of the D&Os.
47. In connection with the Class Action, the Receiver consented to a lift stay Order granted by this Court on July 14, 2020 (the "**July 14 Lift Stay Order**"), the language of which was negotiated between the Receiver and counsel to the Class Action Plaintiffs. The July 14 Lift Stay Order allowed for the limited commencement (but not continuation) of the Class Action against KMG. In particular, the Court permitted the following:
- (a) granting the Class Action Plaintiffs leave to issue and file with the court and serve the Class Action Statement of Claim;
 - (b) granting the Class Action Plaintiffs leave to file with the court their Motion for Certification and for Leave under Part XXIII.1 of the *Ontario Securities Act*;
 - (c) serving (as necessary), filing with the court and hearing any motion(s) related to the service of the Class Action Statement of Claim and/or the Class Action Plaintiffs' Motion for Certification and Leave under Part XXIII.1 of the *Ontario Securities Act*; and

¹ Being the period from March 28, 2017, to January 16, 2020.

² Consisting of KMG, any of KMG's directors and the other individuals named as defendants in the Class Action.

- (d) serving (as necessary), filing with the court and hearing any motions related to the court approval of a third-party adverse costs indemnity and disbursement funding agreement,

provided that no further steps shall be taken in the Class Action in respect of KMG or the Receiver without further Order of the Court.

- 48. The July 14 Lift Stay Order, stated, *inter alia*:

“3. THIS COURT ORDERS that, subject to further Order of this Court, the Receiver shall not be required to participate in or defend the Action or any hearing authorized in paragraph 2 above, or to incur any costs in respect of the Action or such hearings. Subject to: (i) an agreement between the Plaintiffs and the Receiver; or (ii) further Order of this Court, the Plaintiffs and defendants in the Action shall not:

- (a) seek, make, or obtain, whether directly or indirectly, as the case may be, any further claim, counterclaim or recovery from, against, or in respect of the Receiver, Kew Media or any other entity that is, or has assets, subject to the Appointment Order (collectively, the “Receiver and Debtor Entities”);

- (b) add any of the Receiver and Debtor Entities, other than Kew Media, to the Action;

- (c) seek, or obtain, any costs awards, judgments or any relief of any kind against, or in respect of the Receiver and Debtor Entities in the Action; or

- (d) seek, or obtain, any discovery from, or examination or participation of, the Receiver and Debtor Entities in the Action.

4. THIS COURT ORDERS that except as expressly provided for in this Order: (i) all other stays of proceedings provided for in the Appointment Order; and (ii) all rights and protections in favour of the Receiver, remain in full force and effect in accordance with the terms of the Appointment Order.

...

9. THIS COURT ORDERS AND DECLARES that, subject to further Order of this Court, it retains exclusive jurisdiction with respect to the within proceedings, the Receiver, the assets, property and undertaking of Kew Media, and the other matters that are set out in or the subject of the Appointment Order (including, without limitation, the Stay of Proceedings).”

49. There were also protracted, but ultimately productive, discussions between the Class Action Plaintiffs’ counsel (“**Class Counsel**”) and the Receiver with respect to the acceptance of service of the Class Action Plaintiffs’ statement of claim in the Class Action.
50. Although the Receiver accepted service of the Statement of Claim on its own behalf, Class Action Plaintiffs’ counsel requested that the Receiver also formally accept service of behalf of KMG. The parties had considerable discussions about the distinction drawn by the Class Action Plaintiffs and the possible consequences of accepting service not only on behalf of the Receiver but also on behalf of KMG; in particular, whether doing so would, in the opinion of Class Counsel, constitute a step taken in the defence of the Class Action or otherwise obligate the Receiver to defend the Class Action. In addition, another law firm – Goodmans LLP – continued to appear on the service list at that time as representing KMG in the receivership proceedings, notwithstanding the appointment of the Receiver, further complicating the question of service on KMG.

51. An Order was granted by this Court on January 18, 2021, extending the time for service of the Class Action Statement of Claim while those discussions were ongoing. In reliance on comments of the Court expressed at that hearing with respect to the issue of service, and in light of the law firm that had represented KMG confirming that it no longer did so and amending the public record accordingly, and upon further discussions with Class Counsel, the Receiver formally accepted service of the Class Action Statement of Claim on July 6, 2021.
52. A motion was served in the fall of 2021 by the Class Action Plaintiffs for an order compelling the Receiver to defend the Class Action on behalf of KMG but was never advanced. That motion remains outstanding as of the date hereof, and has never been scheduled.³ A defence of the Class Action by KMG is considered essential by the Class Action Plaintiffs' Counsel because of the position taken to date by the D&O Insurer; namely, that there is no insurance coverage available if KMG does not defend against such a lawsuit.
53. As set out at length in the Fourth Report, the Receiver had significant concerns with the relief being sought by the Class Action Plaintiffs, including:
 - (a) Potential conflicts with the allegations and positions of the Receiver in the GT Action; and
 - (b) The costs that defending the Class Action would entail, with no prospect of any benefit to the Receivership or creditors of the Debtors.

³ In light of the resolution of certain matters pertaining to a defence of the Class Action (discussed further herein), the Receiver understands that the Class Action Plaintiffs have or will now consensually withdraw their motion seeking to compel the Receiver to defend the Class Action.

54. During 2022, protracted discussions were held between and amongst Class Counsel, counsel to the D&O Insurer (“**D&O Insurer’s Counsel**”), Goodmans LLP as counsel to certain former directors (“**Directors’ Counsel**”), and the Receiver and its counsel with respect to the potential terms under which a mediation could take place in respect of the Class Action.
55. From the Receiver’s perspective, the estate has no interest in the Class Action and is indifferent to its resolution as the Class – being equity claimants – are not creditors of the estate and have no economic interest given the significant shortfall incurred by the Secured Lenders. KMG’s estate has no interest in any proceeds that may be forthcoming as a result of the Class Action, as any such recoveries would go solely to the Class. Accordingly, while the Receiver did not want to hinder the prospect of resolving the Class Action through mediation, the Receiver believed it had an obligation to ensure that the estate and its stakeholders were not adversely impacted by the proposed mediation, including through incurring fees and expenses that did not ultimately benefit the estate of the Debtors.
56. By December 2022, the Receiver and the parties to the Class Action had tentatively agreed to a framework for a mediation of the Class Action under which the Receiver would allow Kew to participate in the mediation. The key terms are summarized as follows:
- (a) GT shall not participate in the mediation and the mediation will not purport to mediate, resolve or affect the GT Action;
 - (b) Goodmans, Kew’s former legal counsel and counsel to certain D&Os shall represent Kew for the limited purpose of the mediation without cost to the Receivership estate;
 - (c) The Receiver will permit the Underwriters to give direction to Goodmans for the purpose of the mediation only;
 - (d) The Receiver will not attend mediation, nor be required to prepare for or participate in the mediation in any way, including the provision of documentation, evidentiary support or disclosure of any kind;

- (e) The mediation is strictly without prejudice to rights and defences of the Insurers, Kew and the Receiver under the D&O Policies;
 - (f) The Class Proceeding may be settled at mediation on behalf of Kew provided that:
 - (i) Any settlement is without any admission of liability on the part of Kew and does not require the Receiver or Kew to fund any portion thereof;
 - (ii) Any releases of former directors and officers must be in form and substance satisfactory to the Receiver; and
 - (iii) The form and substance of any settlement agreement is satisfactory to the Receiver;
 - (g) If the Receiver incurs material time in reviewing and approving settlement materials, these will be considered a defence cost under the Policies; and
 - (h) If it determines it appropriate to do so, the Receiver may seek to terminate the Receivership and obtain its discharge, notwithstanding the mediation.
57. On January 9, 2023, the Receiver separately informed each of the Directors' Counsel and Class Counsel that it had agreed in principle to the withdrawal of the GT Action and would be shortly bringing a motion for the discharge of the Receiver.
58. On January 10, 2023, the Receiver informed D&O Insurer's Counsel that it had agreed in principle to the withdrawal of the GT Action and would be shortly bringing a motion for the discharge of the Receiver.
59. As of the date hereof, the mediation had yet to be scheduled.

60. The discontinuance of the GT Action will greatly simplify the Class Action and any mediation the parties may elect to participate in. The concerns that the Receiver has raised previously – including that the defence of the Class Action by KMG may conflict with the advancement of the GT Action by KMG – will no longer be relevant once the GT Action is discontinued. And with the Receiver’s discharge, it has no reason or duty to participate further in the Class Action, and its concerns with respect to incurring costs that do not benefit the Debtors’ estates becomes moot.
61. Once the Receiver is discharged, the parties with an interest in the Class Action are free to proceed as they see fit. With respect to the issue of a defence of the Class Action, there are numerous potential options open to the parties either alone or in combination, including:
- (a) Continuation with a mediation on the basis already negotiated;
 - (b) Defence of KMG by its former legal counsel, Goodmans LLP (who, as counsel to certain D&Os named in the Class Action, have a continuing interest in the resolution of that litigation);
 - (c) Appointment by the Class Action Plaintiffs of a special receiver of KMG for the limited purpose of defending the Class Action (as has occurred in other instances);
 - (d) Assumption of the defence of the action by the Insurers on behalf of KMG; and/or
 - (e) The reappointment of one or more directors of KMG to direct a defence of KMG following the discharge of the Receiver and the termination of the Receivership Proceedings.

62. Through further discussions among the parties, the Receiver understands that Goodmans LLP is prepared to act for Kew Media following the Receiver's discharge in defending the Class Action and that Kew Media's insurers are in agreement with this proposal. To that end, and as discussed further below, the Receiver and Goodmans LLP have agreed upon an arrangement – subject to this Court's approval – whereby the Receiver will deliver certain books, records, and electronic devices to Goodmans LLP to enable it to fully engage in the defence of Kew Media. In addition, the Receiver intends to execute a document authorising and consenting to Steven Silver, a defendant in the Class Action and a former officer and director of KMG, directing and instructing Goodmans on behalf of KMG in KMG's defence of the Class Action from and after the discharge of the Receiver and the termination of the KMG receivership proceedings. The form of document to be signed is attached hereto as **Appendix B**.
63. Given that the Receiver has fulfilled its mandate and has no further funds available to it, it would be inappropriate to refuse to discharge the Receiver and to order that the Receiver defend the Class Action on behalf of KMG solely to assist the Class Action Plaintiffs in their pursuit of a recovery against the D&O Insurer. With the discontinuance of the GT Action and the arrangements contemplated for continuation of the Class Action, there is no prejudice to any party in the Receiver's discharge and the termination of the within proceedings. On the contrary, termination of the receivership proceedings will now simplify for all parties the continuation of the Class Action.

MOTION FOR FEE APPROVAL AND DISCHARGE ORDER

TERMINATION OF RECEIVERSHIP AND DISCHARGE OF RECEIVER

64. If the Court grants the GT Action Withdrawal Order, the Receivership will be complete but for the following administrative matters:
- (a) Filing of certain tax returns and collection of sales tax refunds;
 - (b) Payment of final Receivership expenses;

- (c) Transfer of certain books and records of the Debtors and destruction of the remainder (as discussed below); and
- (d) Completion of statutory administrative duties.

65. Accordingly, and in order to avoid the costs of additional Court appearances, the Receiver now seeks an Order terminating the Receivership Proceedings and discharging the Receiver, each effective on filing of a certificate by the Receiver attesting to the completion of the foregoing matters.

FEE APPROVAL

66. The Receiver now respectfully requests that the Fee Approval and Discharge Order include approval of:

- (a) The fees and disbursements of the Receiver for the period from November 1, 2020, to the date of the Receiver's discharge;
- (b) The fees and disbursements of Torys, in its capacity as the Receiver's legal counsel, for the period from November 1, 2020, to the date of the Receiver's discharge; and
- (c) The fees and disbursements of LOLG, in its capacity as the Receiver's independent legal counsel in the GT Action, for the period from December 31, 2020, to the date of the Receiver's discharge.

67. Pursuant to paragraph 20 of the Receivership Order, the Receiver and its counsel have from time to time been paid their fees and disbursements at their standard rates and charges out of monies in the hands of the Receiver.

68. Paragraph 19 of the Receivership Order states:

“19 THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby

referred to a judge of the Commercial List of the Ontario Superior Court of Justice.”

69. The Receiver, Torys and LOLG have maintained records of their professional time and costs.
70. The fees and disbursements of the Receiver and its legal counsel from the commencement of the Receivership to October 31, 2020, have been previously approved by this Court pursuant to the First Fee Approval Order of December 8, 2020.
71. The total fees and disbursements of the Receiver during the period from November 1, 2020, to April 23, 2023, amount to \$301,372.85 (the “**Receiver Fees and Disbursements**”), including fees of \$242,860.50 and disbursements of \$58,512.35 (all excluding applicable taxes). The time spent by the Receiver’s personnel in the period is more particularly described in the affidavit of Nigel Meakin of the Receiver, sworn May 5, 2023, in support of the Receiver’s request for the Fee Approval and Discharge Order. A copy of the affidavit of Mr. Meakin is attached hereto as **Appendix C**.
72. The total fees and disbursements of Torys during the period from November 1, 2020, to April 14, 2023, amount to \$395,253.55 (the “**Torys Fees and Disbursements**”), including fees of \$394,530.86 and disbursements of \$722.69 (all excluding applicable taxes). The time spent by the personnel of Torys in the period is more particularly described in the affidavit of Mr. Mike Noel of Torys, sworn May 5, 2023, in support of the Receiver’s request for the Fee Approval and Discharge Order. A copy of the affidavit of Mr. Noel is attached hereto as **Appendix D**.
73. The total fees and disbursements of LOLG during the period from December 31, 2020 to March 31, 2023, amount to \$358,580.23 (the “**LOLG Fees and Disbursements**”), including fees of \$356,776.50 and disbursements of \$1,803.73 (all excluding applicable taxes). The time spent by the personnel of LOLG in the period is more particularly described in the affidavit of Mr. Rahool Agarwal of LOLG, sworn May 2, 2023, in support of the Receiver’s request for the Fee Approval and Discharge Order. A copy of the affidavit of Mr. Agarwal is attached hereto as **Appendix E**.

74. The Receiver respectfully submits that the Receiver Fees and Disbursements, the Torys Fees and Disbursements and the LOLG Fees and Disbursements are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Orders granted in the Receivership.
75. Based on the information currently available and assuming no unforeseen events in the Receivership, the Receiver estimates that the total fees and disbursements of the Receiver and the Receiver's Counsel to be incurred in connection with completion of the remaining administrative tasks set out above (the "**Subsequent Fees and Disbursements**") should not exceed \$80,000 in the aggregate. The Receiver requests that the Court approve the Subsequent Fees and Disbursements as part of the Fee Approval and Discharge Order even though not yet incurred as of the date hereof in order to avoid the costs of and use of judicial resources for a further fee approval court hearing.
76. Accordingly, the Receiver respectfully seeks the approval of the Receiver Fees and Disbursements, the Torys Fees and Disbursements, the LOLG Fees and Disbursements, and the Subsequent Fees and Disbursements.

REQUEST FOR AUTHORIZATION TO DESTROY BOOKS AND RECORDS

77. Following its appointment, the Receiver took possession of 154 boxes of records. In addition, the Receiver has in its possession various items of electronic storage media containing records of the Debtors'.
78. Paragraph 6A of the Receivership Order states:

"6A. THIS COURT ORDERS that the Receiver shall not destroy during its appointment any Records of the Debtors or any books, documents, contracts, orders, accounting and corporate records or any other papers, records or information of any kind related to the business or affairs of the Debtors' affiliates in the possession, custody or control of the Receiver, whether in hard copy or

electronic form (the "Affiliate Records"). The Receiver shall, subject to applicable privacy law, provide the current and former directors and officers of the Debtors and their affiliates with reasonable access at their expense (excluding the costs of the Receiver or its counsel) to the Records and the Affiliate Records, and such directors and officers shall have the right to make and retain copies of such records at their expense (excluding the costs of the Receiver or its counsel). This paragraph may only be amended by Court order following reasonable notice to the directors and officers of the Debtor and its affiliates as of the date of this Order.”

79. Pursuant to tax legislation, the Debtors must maintain certain records for a period of 6 years after the end of the tax year to which the records relate (the “**Debtor Tax Records**”). It is the Receiver’s understanding that of the 154 boxes of records in its possession, 10 boxes contain Debtor Tax Records and 144 boxes contain miscellaneous other records (the “**Debtor Non-Tax Records**”).

80. The Receiver understands that all of the parties to the Class Action, including the D&O Insurer, wish to ensure that certain of the Debtors' books and records related to the Class Action are preserved and not destroyed. Pursuant to paragraph 6A of the Receivership Order, D&O's Counsel was provided with an electronic copy of the back-up of the Debtors' server. Further, the Receiver has worked with Goodmans LLP to identify such Debtor Non-Tax Records as may be relevant to the Class Action, and Goodmans LLP has requested that the Receiver not destroy certain of the Debtor Non-Tax Records and that it instead transfer to it both the Debtor Tax Records, the relevant Debtor Non-Tax Records, and electronic storage media in the possession of the Receiver (collectively, the "**Transferred Records**"). Goodmans LLP has undertaken to preserve the Transferred Records in accordance with the relevant provisions of the applicable tax legislation, and to provide access to the Receiver to such records at no cost should they be required by the Receiver and notwithstanding the Receiver's discharge. The Receiver understands that the Class Action Plaintiffs' Counsel and the D&O Insurer's Counsel do not object to this arrangement.
81. Accordingly, as there is no requirement to maintain the Debtor Non-Tax Records, the Receiver now seeks authorization to: (i) deliver to Goodmans LLP the Transferred Records; and (ii) subject to applicable law, destroy any copies of the Debtor Non-Tax Records remaining in the Receiver's possession or control after delivery of the Transferred Records.

The Receiver respectfully submits to the Court this, its Fifth Report.

Dated this 5th day of May, 2023.

FTI Consulting Canada Inc.

In its capacity as Receiver of certain assets of

Kew Media Group Inc. and Kew Media International (Canada) Inc.

And not in its personal or corporate capacity



Nigel D. Meakin

Senior Managing Director

Appendix A

The Fourth Report

Court File No. CV-20-00637081-00CL

**KEW MEDIA GROUP INC.
KEW MEDIA INTERNATIONAL (CANADA) INC.**

FOURTH REPORT OF THE RECEIVER

September 29, 2021

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

IN THE MATTER OF THE RECEIVERSHIP OF
KEW MEDIA GROUP INC. AND
KEW MEDIA INTERNATIONAL (CANADA) INC.

**FOURTH REPORT TO THE COURT
SUBMITTED BY FTI CONSULTING CANADA INC.,
IN ITS CAPACITY AS RECEIVER**

INTRODUCTION

1. Pursuant to the Order of the Honourable Mr. Justice Koehnen (the “**Receivership Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted February 28, 2020 (the “**Date of Receivership**”), FTI Consulting Canada Inc. was appointed as receiver and manager (the “**Receiver**”) without security, of all of the assets, undertakings and properties of Kew Media Group Inc. (“**KMG**”) and Kew Media International (Canada) Inc. (“**KMICI**” and, together with KMG, the “**Debtors**”), acquired for, or used in relation to a business carried on by the Debtors. The proceedings were commenced by way of application under section 101 of the *Courts of Justice Act, R.S.O. 1990, c. C.43*, as amended, and section 243 of the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*, as amended (the “**BIA**”), and shall be referred to herein as the “**Receivership**”).
2. To date, the Receiver has filed three reports in respect of various aspects of the Receivership. The purpose of this, the Receiver’s fourth report (the “**Report**”), is to provide information to the Court on the following:

- (a) The motion (the “**Class Action Motion**”) by Alex Kan and Stuart Rath (the “**Class Action Plaintiffs**”), plaintiffs in a securities class action brought against KMG and certain of its former directors and officers (collectively, the “**Individual Defendants**”) brought in the Ontario Superior Court of Justice, Toronto, as Court File No. CV-20-00644200-00CP) (the “**Class Action**”), for an Order:
- (i) Permanently lifting the stay of proceedings imposed by the Receivership Order for the limited purpose of allowing the Class Action to proceed against KMG (the “**Lift Stay Relief**”); and
 - (ii) Directing the Receiver to facilitate the retainer of counsel to act for KMG in defence of the Class Action within 30 days (the “**Compelled Defence Relief**”).

TERMS OF REFERENCE

3. In preparing this Report, the Receiver has relied upon unaudited financial information of the Debtors, the Debtors’ books and records, and discussions with the Debtors’ employees and various interested parties (the “**Information**”).
4. Except as described in this Report:
- (a) 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; and
 - (b) The Receiver has not examined or reviewed financial forecasts and projections referred to in this Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.

5. The Receiver has prepared this Report in connection with the Class Action Motion. The Lift Stay Relief component of the Class Action Motion is scheduled to be heard on October 6, 2021. The hearing of the Compelled Defence Relief component of the Class Action Motion is yet to be scheduled. The Report should not be relied on for other purposes.
6. Future oriented financial information reported or relied on in preparing this Report is based on assumptions regarding future events; actual results may vary from forecast and such variations may be material.
7. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined herein have the meanings defined in the Receivership Order or previous reports of the Receiver.

EXECUTIVE SUMMARY

8. For the reasons set out in this Report, the Receiver is of the view that:
 - (a) although the Receiver takes no position in respect of the Lift Stay Relief due to potential complications regarding KMG's insurance coverage availability (as discussed further below), such relief is customary in comparable circumstances. A form of Lift Stay Order has been agreed to by the Receiver and counsel to the Class Action Plaintiffs if the Court determines that it is appropriate to grant the Lift Stay Relief.
 - (b) the Compelled Defence Relief is both inappropriate and unworkable, and should not be granted. As discussed below, the Compelled Defence Relief would impose significant cost and prejudice to KMG's creditors (particularly, its secured lenders) for the sole benefit of the Class Action Plaintiffs.
9. Accordingly, the Receiver respectfully requests that:

- (a) if the Lift Stay Relief is granted, such relief should be in the form of Order agreed to by the Class Action Plaintiffs and the Receiver. This form of Order – including the important protections and limitations that it provides for the benefit of the Receiver and creditors of KMG – are, in the Receiver’s view, customary where a receivership stay of proceeding is lifted and reflect an appropriate balancing of stakeholders interests. The form of Order agreed to is derived from and closely adheres to the prior form of lift stay order agreed to by the parties and granted by this Court in respect of the Class Action earlier in the Debtors’ receivership proceedings; and
- (b) the Compelled Defence Relief be denied.

BACKGROUND

- 10. The Receiver is of the view that in order to properly consider the Class Action Motion, and the Receiver’s response thereto, the Court would benefit from understanding the events that gave rise to the Receivership application, certain events in the Receivership Proceedings to date, the underlying issues that have given rise to the Class Action Motion, and the potential consequences if the relief sought by the Class Action Plaintiffs was to be granted. The foregoing are not addressed in the Class Action Motion Record and have therefore been detailed herein.

THE RECEIVERSHIP

- 11. The Receivership application was made by Truist Bank, in its capacity as agent for a syndicate of lenders consisting of Truist Bank, Bank of Montreal and The Toronto-Dominion Bank (collectively, the “**Secured Lenders**”). The Receivership application and the granting of the Receivership Order were founded in serious allegations of wrongdoing by KMG and one or more of its officers and directors. Details of the conduct of KMG and its principals were set out in detail in the application materials filed by the Secured Lenders in support of the Receivership Order. Certain of the underlying facts concerning wrongdoing were a matter of public record prior to the Receivership application, as a result of KMG’s public company disclosure obligations under securities law.

12. The events that led to the Receivership application commenced with disclosure by KMG that it had learned that certain reports provided by KMG's chief financial officer to KMG and to the Secured Lenders contained inaccurate information regarding working capital and that the chief financial officer had left the company. That disclosure was included in a press release issued by KMG on December 11, 2019. As a result of the inaccurate information given to them, the Secured Lenders had advanced almost twice as much funding to KMG as than the amount it was, in fact, entitled to.
13. On January 15, 2020, KMG announced that its auditor, Grant Thornton LLP, had withdrawn its audit reports for the years ending December 31, 2017 and 2018, together with any interim audit review reports for the interim periods in the 2017, 2018, and 2019 fiscal years.
14. On January 16, 2020, the Ontario Securities Commission issued a notice of temporary cease trade order in respect of KMG's shares, and thereafter such order was made permanent by a cease trade order dated January 20, 2020.
15. The Receivership Order was granted in circumstances of urgency. As noted in the Endorsement of Justice Koehnen dated February 28, 2020, that accompanied the granting of the Receivership Order, KMG was served with notice of the application the night before the hearing and without the customary 10-day statutory notice of the Secured Lenders' intention to enforce their security. Despite KMG's request for an adjournment to respond to the application and despite the "very short service" noted by Justice Koehnen, he cited the conduct of KMG that had resulted in the Secured Lenders having advanced approximately twice as much money to KMG as it was entitled, denied the adjournment request and granted the Receivership Order. A copy of Justice Koehnen's handwritten endorsement, together with an unofficial transcript thereof, is attached hereto as **Appendix A**.

16. KMG is no longer a functional entity – it has no business or operations, and it has no directors, officers or employees. In customary manner, the Receivership Order authorized and empowered the Receiver to realize upon the assets of KMG and KMIC. The realization process is complete, other than the pursuit of the potential legal claims that are discussed below, and interim distributions have been made to the Senior Lenders, all as approved by the Court. The Receiver’s current estimate is that, before potential recoveries from the legal claims, the Senior Lenders will suffer a shortfall in excess of US\$100 million. Accordingly, unless net proceeds in excess of US\$100 million are realized from the potential legal claims, the Senior Lenders are the only stakeholder with an economic interest in the Receivership.
17. Two potential claims have been identified by the Receiver that could lead to additional recoveries:
 - (a) A claim against Grant Thornton LLP (“**GT Canada**”), and Grant Thornton UK LLP and Grant Thornton UK LLC (together “**GT UK**” and collectively with GT Canada, the “**GT Action Defendants**”), as the former auditors for KMG and its subsidiaries (the “**KMG Group**”) in relation to damages suffered by KMG and Kew Media International Limited, an indirect subsidiary of KMG (“**KMIL**”, and together with KMG, the “**GT Action Plaintiffs**”) on account of the Defendants’ failure to detect issues with the KMG Group’s financial information and financial reporting provided to the GT Action Plaintiffs’ stakeholders (the “**GT Claim**”); and
 - (b) Potential claims against former officers and directors of KMG (the “**D&O Claims**”).

THE GT ACTION

18. A legal proceeding in respect of the GT Claim (the “**GT Action**”) was commenced on February 9, 2021, when, pursuant to powers granted in paragraph 3(i) of the Receivership Order, the Receiver caused the GT Action Plaintiffs to issue a Notice of Action against the GT Defendants. The GT Action is to be heard in the Ontario Superior Court of Justice under Court File No. CV-21-00656707-0000.

19. As outlined in the Statement of Claim dated March 11, 2021 (the “**Original GT Statement of Claim**”) in relation to the GT Action, the GT Action Plaintiffs claim against the GT Action Defendants for the following:
 - (a) Damages in the amount of \$100 million for breach of contract, breach of duty, breach of fiduciary duty, negligence and negligent misrepresentation;
 - (b) An order requiring the GT Action Defendants to repay to the GT Action Plaintiffs all fees, payments, and monies paid to them by the GT Action Plaintiffs;
 - (c) A declaration that any indemnity or limitation of liability provisions in favour of the GT Action Defendants, express or implied, are void or voidable or in the alternative unenforceable;
 - (d) Pre- and post-judgment interest in accordance with the *Courts of Justice Act, R.S.O. 1990, c. C. 43*, as amended;
 - (e) The GT Action Plaintiffs’ costs of the action; and
 - (f) Such further and other relief as the Honourable Court permits.

20. On June 2, 2021, the GT Action Plaintiffs filed an Amended Statement of Claim (the “**Amended GT Statement of Claim**”) that revised the Original GT Statement of Claim and also provided certain additional information with respect to the GT Action, including the following:

- (a) KMG is entitled to sue the GT Action Defendants on its own behalf and on behalf of the individual companies in the KMG Group on the basis that the GT Action Defendants were providing services to KMG and the group of related companies in connection with the preparation of consolidated financial statements; and
- (b) Providing additional details with respect to the audit and review services rendered to the KMG Group by GT Canada and GT UK, and the respective engagement letters under which the services were provided.

THE D&O CLAIMS

- 21. KMG carried insurance in respect of claims against its directors and officers (the “**D&O**”). Specifically, it has a primary policy and an excess policy (collectively, the “**D&O Policy**”). The D&O Policy has a policy period of March 20, 2019 at 12:01 a.m. Eastern time to March 20, 2020 at 12:01 a.m. Eastern time, with a 90-day discovery period after the end of the policy period. The insurers’ liability under the primary D&O Policy is limited to \$10 million in the aggregate (including defence costs), with an additional \$1 million per director or officer in additional coverage for Non-Indemnifiable Loss (as defined in the D&O Policy).
- 22. By letter dated March 17, 2020, the Receiver gave notice of its potential claims against the Debtor’s directors and officers. This notice and its delivery were coordinated with the Debtors’ principal secured lenders, who also provided notice of potential claims. The Receiver’s notice was provided to, among other, Lloyd’s London and Marsh Canada, the insurers and broker respectively, under the D&O Policy (collectively, the “**D&O Insurer**”). A copy of the Receiver’s notice is attached hereto as **Appendix B**.
- 23. On September 3, 2020, the Receiver sent a letter to Roderic McLauchlan of Clyde & Co, counsel to D&O Insurer, requesting, among other things, that the D&O Insurer provide a coverage position with respect to the Class Action. A copy of that letter is attached hereto as **Appendix C**.

24. There have been further emails, letters and telephone calls with counsel to the D&O Insurer since that time. As of the writing of this Report and despite several further requests and follow-up, the Receiver has still not been provided with a coverage position by the D&O Insurer. Of particular importance and relevance to the current motion by the Class Action Plaintiffs for the Lift Stay Relief and the Compelled Defence Relief, the D&O Insurer has reserved its right to deny coverage in the event that KMG fails to defend the Class Action (discussed further below).
25. The Receiver has continued its investigations with respect to the D&O Claims and has been in discussions with the Senior Lenders with respect thereto. As at the date of this Report, no decision has yet been reached as to whether the Receiver will pursue some or all of the D&O Claims and, if so, whether it would seek recovery under the D&O Policy.
26. **The Class Action**
27. The Class Action was commenced by Statement of Claim issued July 20, 2020, pursuant to the *Class Proceedings Act*, 1992, S.O. 1992, c.6.
28. The Class Action is brought by the Class Action Plaintiffs as representatives of the Class. The Class is all persons or entities who acquired KMG's securities in the secondary market during the class period¹, other than certain excluded persons². The Class members are therefore all shareholders or former shareholders of KMG. Accordingly, they have only equity claims and are not creditors in the Receivership. Furthermore, they have no economic interest in the Receivership unless net proceeds well in excess of US\$100 million (i.e. sufficient to repay in full all secured and unsecured claims against KMG) are realized from the potential legal claims described above.

¹ Being the period from March 28, 2017, to January 16, 2020.

² Consisting of KMG, any of KMG's directors and the other individuals named as defendants in the Class Action.

29. It is the Receiver's understanding that any judgment awarded in the Class Action is intended to be satisfied through recovery from the D&O Policy and, potentially, directly from the D&Os. Erosion of the D&O Policy would reduce the potential recoveries available to the Receiver from the D&O Policy, and consequently recoveries by the Senior Lenders from the Receivership, in the event that the Receiver pursues the D&O Claims and coverage under the D&O Policy is available in respect of such D&O Claims.
30. In connection with the Class Action, the Receiver previously consented to a lift stay Order granted by this Court on July 14, 2020 (the "**July 14 Lift Stay Order**"), the language of which was negotiated between the Receiver and counsel to the Class Action Plaintiffs. The July 14 Lift Stay Order allowed for the limited commencement (but not continuation) of the Class Action against KMG. In particular, the Court permitted the following:
- (a) granting the Class Action Plaintiffs leave to issue and file with the court and serve the Statement of Claim
 - (b) granting the Class Action Plaintiffs leave to file with the court their Motion for Certification and for Leave under Part XXIII.1 of the *Ontario Securities Act*;
 - (c) serving (as necessary), filing with the court and hearing any motion(s) related to the service of the Statement of Claim and/or the Class Action Plaintiffs' Motion for Certification and Leave under Part XXIII.1 of the *Ontario Securities Act*; and
 - (d) serving (as necessary), filing with the court and hearing any motions related to the court approval of a third-party adverse costs indemnity and disbursement funding agreement,
- provided that no further steps shall be taken in the Class Action in respect of KMG or the Receiver without further Order of the Court.
31. The July 14 Lift Stay Order, a copy of which is attached hereto as **Appendix D**, stated, *inter alia*:

“3. THIS COURT ORDERS that, subject to further Order of this Court, the Receiver shall not be required to participate in or defend the Action or any hearing authorized in paragraph 2 above, or to incur any costs in respect of the Action or such hearings. Subject to: (i) an agreement between the Plaintiffs and the Receiver; or (ii) further Order of this Court, the Plaintiffs and defendants in the Action shall not:

(a) seek, make, or obtain, whether directly or indirectly, as the case may be, any further claim, counterclaim or recovery from, against, or in respect of the Receiver, Kew Media or any other entity that is, or has assets, subject to the Appointment Order (collectively, the “Receiver and Debtor Entities”);

(b) add any of the Receiver and Debtor Entities, other than Kew Media, to the Action;

(c) seek, or obtain, any costs awards, judgments or any relief of any kind against, or in respect of the Receiver and Debtor Entities in the Action; or

(d) seek, or obtain, any discovery from, or examination or participation of, the Receiver and Debtor Entities in the Action.

4. THIS COURT ORDERS that except as expressly provided for in this Order: (i) all other stays of proceedings provided for in the Appointment Order; and (ii) all rights and protections in favour of the Receiver, remain in full force and effect in accordance with the terms of the Appointment Order.

...

9. THIS COURT ORDERS AND DECLARES that, subject to further Order of this Court, it retains exclusive jurisdiction with

respect to the within proceedings, the Receiver, the assets, property and undertaking of Kew Media, and the other matters that are set out in or the subject of the Appointment Order (including, without limitation, the Stay of Proceedings).”

32. There have also been protracted, but ultimately productive, discussions between the Class Action Plaintiffs’ counsel and the Receiver with respect to the acceptance of service of the Class Action Plaintiffs’ statement of claim in the Class Action.
33. Although the Receiver accepted service of the Statement of Claim on its own behalf, Class Action Plaintiffs’ counsel requested that the Receiver also formally accept service of behalf of KMG. The parties had considerable discussions about the distinction drawn by the Class Action Plaintiffs and the possible consequences of accepting service not only on behalf of the Receiver but also on behalf of KMG; in particular, whether doing so would, in the opinion of Class Action Plaintiffs’ counsel, constitute a step taken in the defence of the Class Action or otherwise obligate the Receiver to defend the Class Action. In addition, another law firm continued to appear on the service list as representing KMG in the receivership proceedings, notwithstanding the appointment of the Receiver, further complicating the question of service on KMG.
34. An Order was granted by this Court on January 18, 2021, extending the time for service of the Class Action Plaintiffs’ Statement of Claim while those discussions were ongoing. In reliance on comments of the Court expressed at that hearing with respect to the issue of service, and in light of the law firm that had represented KMG confirming that it no longer did so and amending the public record accordingly, and upon further discussions with Class Action Plaintiffs’ counsel, the Receiver formally accepted service of the Class Action Plaintiffs’ Statement of Claim on July 6, 2021.

THE CLASS ACTION MOTION

35. As noted earlier in this Report, the Class Action Motion seeks an Order:

- (a) for the Lift Stay Relief (i.e. permanently lifting the stay of proceedings imposed by the Receivership Order for the limited purpose of allowing the Class Action to proceed against KMG); and
- (b) for the Compelled Defence Relief (i.e. directing the Receiver to facilitate the retainer of counsel to act for KMG in defence of the Class Action within 30 days).

THE LIFT STAY RELIEF

36. Whereas the July 14 Lift Stay Order was of a limited nature, the Class Action Plaintiffs have informed the Receiver that they now wish to proceed to fully litigate their claims in the Class Action against KMG for the sole purpose of accessing available insurance coverage.
37. A request by a potential litigant to lift a stay of proceedings in a receivership in order to allow the litigant to pursue recovery against an insurer is typically not opposed by a receiver provided that two fundamental conditions are met:
- (a) The lifting of the stay is limited so as to provide that a judgment may be obtained solely for the purpose of accessing available insurance proceeds but any such judgment remains stayed and may not be enforced as against the insolvent debtor company or its assets or against the receiver; and
 - (b) The receiver shall not be required to participate in such litigation or to incur costs that will diminish recoveries for creditors in the receivership proceedings.
38. The foregoing reasonably, fairly and appropriately balances the litigant's interests in accessing available insurance proceeds while preserving the integrity of the receivership process and not permitting a preference or "end run" around the priorities and treatment afforded creditor and equity claims in the receivership proceedings. The Receiver is of the view that if the lift stay component of the Class Action Motion is granted, it should only be done subject to satisfying those conditions.

39. As noted earlier in this Report, the July 14 Lift Stay Order included language to incorporate those conditions; language that was negotiated between the Class Action Plaintiffs' counsel and the Receiver that was acceptable to the parties and to the Court, with no other persons objecting. Accordingly, the Receiver respectfully requests and recommends that the same language be included in any Order permanently lifting the receivership stay of proceedings granted by this Honourable Court as a result of the Class Action Motion.
40. The Receiver does not object to the lift stay component of the Class Action Motion, provided that it is on the same terms as those articulated in the July 14 Lift Stay Order. The Receiver does note however, that because of statements made by the D&O Insurer as described later in this Report, it appears possible that if the Receiver was to consent to the lifting of the stay, the D&O Insurer may attempt to rely on that position that as a basis to deny coverage in respect of the Class Action to the detriment of the Class Action Plaintiffs.
41. Accordingly, in order to mitigate against the risk of the D&O Insurer taking that position, the Receiver is not taking a position with respect to the granting of the lift stay Order requested in the Class Action Motion, save that any such Order should be made on the terms noted above.
42. The Receiver is mindful that its position in respect of the Lift Stay Relief (i.e. formally consenting versus taking no position) might be argued by the D&O Insurer to affect coverage, thereby affecting the Class Action Plaintiffs. Accordingly, the Receiver has engaged in ongoing discussions with counsel to the Class Action Plaintiffs with respect to its electing to take no position regarding the Lift Stay Relief.
43. While the Receiver takes no position on the Lift Stay Relief, it feels strongly that such relief should only be granted on the basis negotiated with counsel to the Class Action Plaintiffs (i.e. in the form of Lift Stay Order that has been agreed to by the Receiver and the Class Action Plaintiffs). This form of Order contains important safeguards and limitations that are, in the Receiver's view, both customary for orders of this nature and protective of the interests of the Debtors' creditors.

THE COMPELLED DEFENCE RELIEF

44. For the reasons more fully described below, the Receiver objects to the component of the Class Action Motion seeking an Order that would require the Receiver to retain counsel to act for KMG in defence of the Class Action because, in the business judgment of the Receiver, it is not in the best interests of the estate or its creditors to do so and the Class Action Motion does not address a variety of significant challenges to which a compelled defence of the Class Action would give rise.
45. The Receiver asked counsel to the Class Action Plaintiffs to provide precedent cases where a receiver has been compelled to defend litigation. Counsel to the Class Action Plaintiffs have been unable to provide any such precedent, nor has counsel to the Receiver been able to find any such precedent.

The D&O Policy “Duty to Defend”

46. As noted in the Class Action Plaintiffs’ Motion Record, KMG has multiple layers of insurance coverage. In most circumstances, it would be expected that a litigant would welcome a situation where its litigation would not be defended, thereby opening the door to summary judgment and a swift resolution of the case.
47. However, Claims Condition 7.3 of the primary D&O Policy in this case states:

“Insured shall have the obligation to defend and contest any Claim made against it.”
48. The Receiver has been advised by counsel to the D&O Insurer that the insurers have reserved their right to deny KMG coverage in the event that it fails to defend the Class Action. Accordingly, if KMG fails to defend the Class Action, the Class Action Plaintiffs may lose their recourse to insurance proceeds. It is this dynamic that has ultimately led to the unusual circumstance in which the Class Action Plaintiffs wish to see the Class Action defended and the filing of the Class Action Motion.

49. The Receiver has requested that the D&O Insurer provide a definitive coverage position in respect of the Class Action but the D&O Insurer has, to date, refused to provide one. Rather, it has reserved rights or raised questions or concerns with respect to various steps taken by the Receiver in the course of the Receivership that may be viewed by the D&O Insurer as inconsistent with KMG's contractual "duty to defend", including:
- (a) The acceptance of service by the Receiver of the Class Action Plaintiffs' statement of claim in the Class Action;
 - (b) The consent by the Receiver to the July 14 Lift Stay Order;
 - (c) The potential consent by the Receiver to the Lift Stay Relief;
 - (d) The alleged making of admissions by the Receiver that may be inconsistent with KMG's duty under the D&O Policies not to admit liability, including as a result of the commencement of the GT Action and the allegations or statements made therein in respect of KMG's past conduct.
50. It is unclear what steps and actions would be required of the Receiver (or another party) in order to satisfy the "duty to defend". For example, would a notice of defence suffice? Would a fulsome and vigorous defence be required? Would an appeal be required in the event that the defence fails? The Receiver has asked the D&O Insurer to provide guidance on that point, but to date it has declined to do so.
51. It is not a certainty that the D&O Insurer will deny coverage for failure to defend because to date they have declined to provide a definitive position and have simply reserved rights. Furthermore, it is possible that even if the D&O Insurer was to take that position, such a position may not be upheld as a proper and valid interpretation of the terms of the D&O Policy. Understandably, however, the Class Action Plaintiffs wish to avoid the risk of loss of coverage and side-step the issue entirely by ensuring that KMG does defend the Class Action.

The Receiver's Analysis and Conclusions

52. The Receiver has been appointed by the Court pursuant to the Receivership Order and is the *de facto* controlling mind of KMG for the purposes and objectives set out therein and in other Orders granted in the Receivership. In this case, those objectives were primarily realizing upon the assets of KMG and distributing the proceeds thereof to KMG's creditors. Indeed, as there are no remaining directors, officers or employees of KMG, the Receiver is the *only* person that is in a position to make decisions and act on behalf of KMG.

53. Paragraph 3(i) of the Receivership Order states:

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

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;”

54. It is clear from paragraph 3(i) that the Receiver is the party that is authorized to defend the Class Action and, importantly, that it has the choice whether or not to do so based on the Receiver's analysis of whether or not it is necessary or desirable to do so. To put it another way, the Court has authorized the Receiver to use its business judgment to determine whether or not to defend the Class Action.

55. In exercising its business judgment, the Receiver has considered the interests of all stakeholders and must balance their competing interests.
56. Here, there are two primary parties whose interests must be considered by the Receiver – the Secured Lenders, who are creditors in the Receivership and who face a potential shortfall in excess of US\$100 million, and the members of the Class, who are equity claimants that have no prospect of recovery in the Receivership proceedings unless the Receiver successfully recovers well in excess of US\$100 million from the GT Action and the D&O Claims.
57. As discussed later in this Report, defending the Class Action would impact the recoveries to the Secured Lenders as:
 - (a) Costs would be incurred that would deplete funds otherwise available for distribution, with no benefit or potential upside to the Secured Lenders in terms of potential further recoveries; and
 - (b) The defence of the Class Action could jeopardize the GT Action and the D&O Claims, the sole remaining sources of material recovery for the estate and the Secured Lenders.
58. The Receiver has been advised by counsel to the Secured Lenders that they do not support the Receiver’s participation in the defence of the Class Action or the Receiver incurring costs in connection therewith.
59. Not defending the Class Action would, if the D&O Insurer successfully denied coverage as a result of the “duty to defend”, leave the Class with no prospect of recovery other than from the individuals named in the Class Action.
60. Consequently, the interests of the Secured Lenders and the Class are in conflict. In short, the Class Action Plaintiffs wish to cause the Secured Lenders to suffer a greater loss than would otherwise result, in order to avoid the risk of loss of coverage under the D&O Policy (which outcome is not certain, whether because the D&O Insurer may not ultimately assert that position or such position may, in any event, be legally valid in the circumstances).

61. From the perspective of the Receiver, KMG, the estate and its creditors, it is not necessary to defend the Class Action as doing so is not required to further the objectives of the Receivership or to complete the Receiver's mandate, the claim in the Class Action is not a claim advanced against the Receiver and the target of the Class Action, being the proceeds available from the D&O Policy, is not an asset in the Receivership. Accordingly, the issue for the Receiver in exercising its discretion as to whether or not to defend the Class Action is whether it is desirable to do so.
62. As already noted, defence of the Class Action offers no benefit or upside to the estate or KMG's creditors. There is, however, in the Receiver's view, considerable potential downside and a variety of significant problems or issues that would be created if the Receiver chose, or was Ordered by the Court, to defend the Class Action or to find counsel to do so. The Receiver has raised these issues in its discussions with counsel to the Class Action Plaintiffs in an effort to see whether there could be a solution that could appropriately and fairly balance the competing interests of the Secured Lenders and the Class. To date no such solution has been found. Those issues – each of which is considered hereafter – include:
- (a) The costs involved;
 - (b) There being no controlling mind for KMG other than the Receiver;
 - (c) The inability to retain, instruct and pay defence counsel, if one could be found;
 - (d) The conflict with the GT Action;
 - (e) The conflict with the D&O Claims; and
 - (f) Protecting against the Receiver's being compelled to take positions it may not, in fact, believe to be true.

63. In the event that the Order sought by the Class Action Plaintiffs is granted, legal and professional costs would be incurred by the Receiver in finding counsel willing to act (if that is even possible) and negotiating the terms of engagement. Other than the Receiver, there is no one from whom defence counsel could obtain instructions, such that defence counsel would effectively be without a client. If the Receiver was to be instructing counsel in the defence, significant additional costs would be incurred and a host of other problems (discussed below) would arise. Even if an alternate controlling mind was appointed to instruct counsel in the defence, the Receiver would inevitably incur costs and be obligated to monitor and participate in the proceedings in order to ensure that the interests of the estate were not prejudiced by steps and positions taken in the defence.

64. KMG is a defunct company – its business and assets have been sold and it has no continuing directors, officers or employees. There is no one other than the Receiver to engage defence counsel, no one to instruct defence counsel if appointed, no one to provide facts or give evidence on behalf of KMG, no one to instruct on important issues (such as admissions and waivers of privilege), and no one to negotiate or approve any settlement. The Receiver cannot and should not act as the instructing or controlling mind in the Class Action as the defence of the Class Action is detrimental to the Receivership estate and its creditor for the various reasons set out in this Report. The Receiver should not be obligated by Court order to find counsel willing to defend KMG in circumstances in which counsel will have to make all decisions in respect of the litigation without having an actual client and to the potential detriment of KMG’s creditors.

65. The Class Action Plaintiffs propose that defence counsel, if one can be found, will be paid solely by the D&O Insurer and not by KMG or the Receiver, and that the issue of defence costs is therefore economically neutral to the Receivership estate. As noted earlier, in the Receiver's view, costs beyond the simple fees of defence counsel will be incurred that may not be recoverable from the D&O Insurer. Furthermore, it is not clear that the suggestion in the Class Action Motion aligns with the D&O Policy terms, as the D&O Insurer has informed the Receiver that the insurance is indemnification-based (i.e. KMG must pay defence costs at first instance and then seek reimbursement from the D&O Insurer, with the attendant risk that reimbursement of some costs may be denied). It is, at best, uncertain that the Receiver could find counsel willing to act in such circumstances.
66. As noted earlier in this Report, the GT Action is the principal remaining asset of KMG other than the potential D&O Claims. The GT Action is fundamentally premised on wrongdoing by KMG and its principals that the auditor failed to detect. Presumably, any defence of the Class Action must necessarily deny wrongdoing by KMG and its principals, a position that is irreconcilably in conflict with the GT Action (though this is not yet clear, as the D&O Insurer has not articulated what a contractually-required defence of KMG entails). KMG – through whatever controlling or instructing minds – should not be advancing potentially inconsistent legal positions in separate proceedings simultaneously (i.e. one in which wrongdoing by KMG and its principals is asserted and another in which wrongdoing by KMG and its principals is denied).
67. Similarly, decisions with respect to admissions, waiver of privilege, and settlements in the Class Action could have significant repercussions on the GT Action. It is simply untenable that KMG, through the Receiver, pursue the GT Action, while KMG – through the Receiver or otherwise – defends the Class Action and, as a result, may make and pursue fundamentally inconsistent decisions and legal strategies.

68. The Receiver has been in consultation with the Secured Lenders regarding the D&O Claims and, as noted earlier in this Report, put the D&O Insurer on notice of a potential claim. As at the date of this Report, no decision has been made on whether or not to commence and action with respect to the D&O Claims. Any action in respect of the D&O Claims would fundamentally be based on the same underlying premise as the Class Action – wrongdoing by the D&Os in question. Requiring KMG to defend the Class Action may again be unworkable in a situation in which the Receiver elects to advance claims of KMG against one or more of the Debtors’ former director and/or officers.
69. In determining whether to initiate, prosecute, settle or defend claims pursuant to the powers granted in the Receivership Order, the Receiver has applied its business judgment. Historically, courts have given significant deference to a receiver’s business judgment. Furthermore, in the Receiver’s view, the Court-granted authority to admit a claim or deny a claim, or to bring a claim or defend a claim, should not be abdicated by the Receiver or assigned to another party outside the Receivership, especially in the circumstances where the request to do so results from one party simply being dissatisfied with the decision of the Receiver, a decision made with due consideration of the competing interests in play.
70. More fundamentally, it is critically important that the Receiver, an officer of the Court, maintain its integrity. As noted above, the Receivership has been premised since inception on unequivocal allegations of wrongdoing by KMG or its principals, allegations supported by the public record, including KMG’s press releases and the withdrawal by the auditor of certain of its reports. The Class Action Plaintiffs strongly believe that KMG engaged in wrongdoing and that they have valid claims against KMG as a result. If the Receiver’s assessment was that the Class Action Plaintiffs allegations are true, then it would be inappropriate for the Receiver, on behalf of KMG, to deny them in defending the Class Action and in doing so, make statements to the Court or file evidence that it believes to be untrue (and that would also be inconsistent with the allegations being made concurrently in the GT Action).
71. In the Receiver’s view, it is a dubious proposition that a contractual “duty to defend” in an insurance contract can be constructed to require, in effect, that a defendant must knowingly

and intentionally advance a false position or lose insurance coverage. Such a contractual provision would be unconscionable. It is sensible that an insurer may require a defendant to contest a claim that the defendant believes to be without merit rather than admit it simply because there is available insurance coverage and that is the path of least resistance. But it cannot be that where a company is insolvent and without a controlling or instructing mind, a court-appointed receiver can be compelled to defend, or cause to be defended, on behalf of the insolvent company an action outside of the receivership proceedings and in so doing to make assertions and lead evidence that the receiver believes may be in whole or in part untrue, solely for the purpose of avoiding loss of insurance coverage otherwise available to shareholder litigants. In analogous circumstances, the court would undoubtedly take a dim view of any receiver that denied a claim notwithstanding that it believed the claim to be in fact valid, if it did so for ulterior purposes or advantage.

72. It should be noted that the Receiver has not admitted and is not admitting at this time the allegations of the Class Action Plaintiffs' claim are true, nor does it take any position as to the merits of the claim in the Class Action.

CONCLUSION

73. As noted earlier in this Report, the D&O Insurer has to date refused to provide a definitive position on the "duty to defend" and precisely what actions would satisfy that requirement. In the Receiver's view, having answers to those questions would greatly assist the parties, and the Court, in determining whether there is a reasonable solution available that would address the concern of the Class Action Plaintiffs about potential loss of coverage while avoiding the many problems and concerns that the Class Action Motion raises in the Receivership.
74. In the meantime, for the reasons set out above, the Receiver is of the view that the relief sought in the Class Action Motion regarding retention of counsel to defend the Class Action is inappropriate and the Receiver respectfully requests and recommends the this Honourable Court decline to issue such an Order.

The Receiver respectfully submits to the Court this, its Fourth Report.

Dated this 29th day of September, 2021.

FTI Consulting Canada Inc.

In its capacity as Receiver of certain assets of

Kew Media Group Inc. and Kew Media International (Canada) Inc.

And not in its personal or corporate capacity



Nigel D. Meakin

Senior Managing Director

Appendix A

Endorsement of Justice Koehnen in Respect of Receivership Order



COUNSEL SLIP

COURT FILE NO. CV-20-637081-CL

DATE: Friday, February 28, 2020

THE HONOURABLE: MR. JUSTICE KOEHNEN

No. ON LIST: 1

COURTROOM: 8-3 @ 330 UA

TITLE OF
PROCEEDING

T.B. -v- K.M.

| | | | |
|---|---|--|----------------|
| COUNSEL FOR: Plaintiff (s) <u>Applicant (s)</u> Petitioner (s) | Robert Kennedy, (Dantons Canada LLP) Mark Freahe For Applicant (Trust Bank, as Agent) | T: 416-863-4456 R: 416-863-4592 E: Robert.Kennedy@dantons.com Mark.Freahe@dantons.com | Phone & Fax No |
|---|---|--|----------------|

| | |
|---|----------------|
| COUNSEL FOR: Defendant (s) Respondent (s) | Phone & Fax No |
|---|----------------|

David Bish (Torys LLP)
for FTI, proposed Receiver

T. 416-865-7353
F. 416-865-7380
dbish@torys.com

JEFF CARHART
for BMO Media Finance

T. 416 595 8615
F. 416 595 8695
jcarhart@millerthomson.com

Jason Wadden jwadden@goodmans.ca
Bradley Wiffen bwiffen@goodmans.ca
for Kew Media Group Inc.

T: 416-979-2211
F: 416-979-1234

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Trust Bank, As Agent
Plaintiff(s)

AND

Kew Media Group Inc et al.
Defendant(s)

Case Management Yes No by Judge: Kochner J

| Counsel | Telephone No: | Facsimile No: |
|------------------------|---------------|---------------|
| <u>see caused slip</u> | | |
| | | |

- Order Direction for Registrar (No formal order need be taken out)
- Above action transferred to the Commercial List at Toronto (No formal order need be taken out)

- Adjourned to: _____
- Time Table approved (as follows):

FTI

Trust seeks to appoint FTI as Receiver and Manager of Kew Media Group Inc and some of its affiliates.

~~Trust~~ Kew seeks an adjournment of the application to the middle of next week. Kew says it is entitled to 10 days notice of the Receivership application. It was served only last night.

Feb. 28, 2020
Date

[Signature]
Judge's Signature

Additional Pages _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

Despite the very short service
I grant the receivership order.

The appl. cat indicated losses are
around over \$113,000,000.

The appl. cat and FTI have already
been "in" the company for ~~over~~ ^{over} 60 days
working with management to prepare for a
receivership or some other process of restructuring.
During this period the situation of Kew
has gone from bad to worse.

In December 2019 Kew advised its
lenders that it had materially overstated information
in its base borrowing certificates. The
effect was that there was a collateral
deficiency equal to approximately half of
the \$113,000,000 debt.

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

On January 15, 2020 Ken's auditors withdrew its audit reports for 2017, 2018 and 2019.

On January 16, 2020 the OSC cease traded Ken's shares for 15 days. On January 29 the OSC issued a permanent close trade order.

The orders have also become aware of numerous other breaches including the sale of certain U.S. subsidiaries without the required consent of the orders and the diversion of payments that should have gone to the orders but went to other parties instead.

Ken initiated a sales process for you + resulted in non-binding letters of intent that would see the orders suffer a significant shortfall.

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsement Continued

Kew's subsidiaries in the U.K. were put into administration in the UK. This means...

Kew remains a relevant issuer and will be required to disclose this application. That runs the serious risk of having suppliers and customers of Kew terminate contracts. If that occurs the situation of Kew will only ~~worsen~~ worsen.

In addition notice of a recent listing application risks jeopardizing the sales of potential sales that are in progress. Providing potential purchasers with certainty about who they should deal with or only ~~is~~ improves the sales process.

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

The respondents have not pointed me to any specific prejudice that they will suffer because of the failure to receive 10 days notice.

This is not a situation where the respondent's application has come out of "the blue". FTI has been working with Morgan for 60 ~~70~~ days that only occurs when there are significant problems. Although ~~the~~ Kew has had ^{over} 60 days to come up with proposals ~~and~~ counsel could not point me to any alternatives. The only thing counsel for Kew has pointed me to is that the board would like to need to consider alternatives. I was not advised that the board ~~was~~ has been working on alternatives that are coming to fruition.

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

Counsel for Kew also suggested that we do not even know if the information in the bank's application is true. If that is the case Kew is not without a remedy. The material was served last night. It is a serious application on ~~the~~ extreme that notice. If there is something materially misleading about the application materials, that ~~is~~ ^{may} give directors & other stakeholders grounds to set the ~~order~~ aside.

In my view this is a case in which it is appropriate to dispense with the 10 day notice under the BIA. The defaults are material. Kew has known for at least 60 days that it needed others. I have been pointed to no options. Kew's V.K. subsidiaries are already in administration.

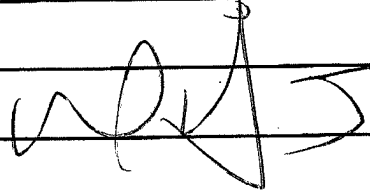
Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

Further delay at this point creates
a serious risk that customers and
suppliers will flee the only exasperating
or already very serious situation.



Koehn J

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

B E T W E E N:

TRUIST BANK, AS AGENT

Applicant

- and -

**KEW MEDIA GROUP INC., KEW MEDIA INTERNATIONAL (CANADA) INC.
and ARCHITECT FILMS INC.**

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 C. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C-43, AS AMENDED

**UNOFFICIAL TRANSCRIPT OF THE ENDORSEMENT OF JUSTICE KOEHNEN
February 28, 2020**

R. Kennedy and M. Freake of Dentons for the Applicant, Truist Bank, as Agent

D. Bish of Torys for FTI, Proposed Receiver

J. Carhart of Miller Thomson for BMO Media Finance

J. Wadden and B. Wiffen of Goodmans for the Respondent, Kew Media Group Inc.

Truist seeks to appoint FTI as Receiver and Manager of Kew Media Group Inc. and some of its affiliates.

Kew seeks an adjournment of the application to the middle of next week. Kew says it is entitled to 10 days notice of the Receivership application. It was served only last night.

Despite the very short service I grant the receivership order.

The applicant syndicated lenders are owed over \$113,000,000.

The applicant and FTI have already been “in” the company for over 60 days working with management to prepare for a receivership or some other process of restructuring. During this period the situation of Kew has gone from bad to worse.

In December 2019 Kew advised its lenders that it had materially overstated information in its base borrowing certificates. The effect was that there was a collateral deficiency equal to approximately half of the \$113,000,000 debt.

On January 15, 2020 Kew’s auditors withdrew its audit reports for 2017, 2018 and 2019.

On January 16, 2020 the OSC cease traded Kew’s shares for 15 days. On January 29 the OSC issued a permanent cease trade order.

The lenders have also become aware of numerous other breaches including the sale of certain U.S. subsidiaries without the required consent of the lenders and the diversion of payments that should have gone to the lenders that went to the other parties instead.

Kew initialed a sales process. It resulted in non-binding letters of interest that would see the lenders suffer a significant short fall.

Kew’s subsidiaries in the UK were put into administration in the UK this morning.

Kew remains a reporting issuer and will be required to disclose this application. That runs the serious risk of having suppliers and customers of Kew terminate contracts. If that occurs the situation of Kew will only worsen.

In addition, notice of a receivership application risks jeopardizing those sales or potential sales that are in progress. Providing potential purchasers with certainty about who they should deal with can only improve the sale process.

The respondents have not pointed me to any specific prejudice that they would suffer because of the failure to receive 10 days notice.

This is not a situation where the receivership application has come out of the blue. FTI has been working with management for 60 days. That only occurs when there are significant problems.

Although Kew has had 60 days to come up with proposals, counsel could not point me to any alternatives. The only thing counsel for Kew has pointed me to is that the board would like to meet to consider alternatives. It has not advised that the board has been working on alternatives that are coming to fruition.

Counsel for Kew also requested that we do not know if the information in the banks' application is true. If that is the case, Kew is not without a remedy. The material was served last night. It is a serious application on extremely short notice. If there is something materially misleading about the application materials, that may give directors or other stakeholders grounds to set the order aside.

In my view this is a case in which it is appropriate to dispense with the 10 days notice under the BIA. The defaults are material. Kew has known for at least 60 days that it needed options. I have been pointed to no options. Kew's UK subsidiaries are already in administration.

Further delay at this point creates a serious risk that customers and suppliers will flee thereby only exacerbating an already very serious situation.

Koehnen, J.

Appendix B

Notice to D&O Insurer

March 17, 2020

To the Persons Listed on Schedule “A”

Re: Kew Media Group Inc. and Affiliates

We are writing on behalf of our client, FTI Consulting Canada Inc., in its capacity as receiver and manager (the “Receiver”) of all of the assets, undertakings and properties of Kew Media Group Inc. and Kew Media International (Canada) Inc. (collectively, “Kew”) acquired for, or used in relation to a business carried on by Kew.

The Receiver has today received a copy of a written demand and notice of claim letter (the “Dentons Letter”) addressed to you from Dentons Canada LLP, as counsel to Kew’s lenders under a July 23, 2018 Amended and Restated Revolving Credit and Term Loan Agreement (a copy of which letter is attached as Schedule “B”). The letter references claims and possible claims against you and includes particulars of wrongful acts known to date by those lenders.

We also refer to various information and disclosure provided by Kew, including pursuant to a press release dated December 11, 2019 which referred to inaccurate information contained in reports to Kew’s senior lenders and to the conduct of a detailed review of such matters.

Please be advised that the Receiver also intends to conduct its own investigations of these and other matters, which investigations may reveal claims, possible claims and wrongdoings additional to those referenced in the Dentons Letter and Kew’s disclosure to date.

Based on all of the foregoing, on behalf of the Receiver we hereby notify you of claims and possible claims against you and in respect of which the Receiver intends to conduct investigations and have recourse to its rights and remedies under all applicable laws.

We request that you promptly take necessary and appropriate actions to notify all relevant insurers, advisors and other interested persons of these matters and to preserve and exercise any and all related rights and privileges of indemnity, guarantee and insurance that you may have.

Yours truly,



Tony DeMarinis

TD/cp

cc: The Persons listed on Schedule "C"

SCHEDULE "A"

| | |
|---|---|
| <p>Kew Media International Limited f/k/a Content Media Corporation International Limited 151 Shaftesbury Avenue London, WC2H 8AL United Kingdom</p> | <p>Kew Media Group Inc. 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6</p> |
| <p>Kew Media Group c/o Essential Media Group 419 Venice Way Venice, CA 90291 USA Email: la@kewmedia.com</p> | <p>Steven Silver 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 Email: stevensilver@mac.com</p> |
| <p>David Fleck 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND Delaney Capital Management Ltd. TD Bank Tower 4410—66 Wellington Street West Toronto, ON M5K 1H1 Email: dfleck@delaneycapital.com</p> | <p>Stephen Pincus 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 Email: spincus@goodmans.ca AND Goodmans LLP Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7</p> |
| <p>Peter Sussman 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 Email: peter@275mac.com AND 275 Macpherson Avenue, Suite 111 Toronto, On, M4V 1A4</p> | <p>Mark Segal 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND 26 Faye Court Thornhill, ON L4J 5B6</p> |
| <p>Geoffrey Webb 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND 151 Shaftesbury Avenue London, WC2H 8AL United Kingdom</p> | <p>John Schmidt 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND 19-21 Heddon Street, London, W1B 4BG United Kingdom</p> |
| <p>Erick Kwak 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND 19-21 Heddon Street London, W1B 4BG United Kingdom</p> | <p>Nancy Tellem 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND 11111 Santa Monica Blvd, Ste 800, Los Angeles CA 90025-6395</p> |

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|--|--|
| <p>Madeline Cohen 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6</p> | <p>Maurice Kagan 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 Email: Maishkaga37@gmail.com AND Canal Property Group 1 Romar Crescent Toronto, ON, M6B 1R7</p> |
| <p>Julie Bristow 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND 204-30 Elm Avenue Toronto, ON M4T 1T7</p> | <p>Toby McCathie 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND 19-21 Heddon Street, London, W1B 4BG United Kingdom</p> |
| <p>Patrice Merrin 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND 92 Birch Ave, Toronto ON, M4V1C8</p> | |

SCHEDULE "B"

Deepshikha Dutt
Partner

D +1 416 863 4550
deepshikha.dutt@dentons.com

Dentons Canada LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON, Canada M5K 0A1

dentons.com

March 17, 2020

TO ALL OF ADDRESSEES' BELOW:
Sent by courier and email (where applicable)

| | |
|--|---|
| <p>Kew Media International Limited f/k/a Content Media Corporation International Limited 151 Shaftesbury Avenue London, WC2H 8AL United Kingdom</p> | <p>Kew Media Group Inc. 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6</p> |
| <p>Kew Media Group c/o Essential Media Group 419 Venice Way Venice, CA 90291 USA Email: la@kewmedia.com</p> | <p>Steven Silver 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 Email: stevensilver@mac.com</p> |
| <p>David Fleck 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND Delaney Capital Management Ltd. TD Bank Tower 4410—66 Wellington Street West Toronto, ON Canada M5K 1H1 Email: dfleck@delaneycapital.com</p> | <p>Stephen Pincus 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 Email: spincus@goodmans.ca AND Goodmans LLP Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7</p> |
| <p>Peter Sussman 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 Email: peter@275mac.com AND 275 Macpherson Avenue, Suite 111 Toronto, Ontario, M4V 1A4</p> | <p>Mark Segal 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND 26 Faye Court Thornhill, ON L4J 5B6</p> |
| <p>Geoffrey Webb 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND 151 Shaftesbury Avenue London, WC2H 8AL United Kingdom</p> | <p>John Schmidt 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND 19-21 Heddon Street, London, W1B 4BG United Kingdom</p> |
| <p>Erick Kwak 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6</p> | <p>Nancy Tellem 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6</p> |

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|---|---|
| <p>AND 19-21 Heddon Street London, W1B 4BG United Kingdom</p> | <p>AND 11111 Santa Monica Blvd, Ste 800, Los Angeles CA 90025-6395</p> |
| <p>Madeline Cohen 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6</p> | <p>Maurice Kagan 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 Email: Maishkaga37@gmail.com AND Canal Property Group 1 Romar Crescent Toronto, ON, M6B 1R7</p> |
| <p>Julie Bristow 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND 204-30 Elm Avenue Toronto, ON M4T 1T7</p> | <p>Toby McCathie 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND 19-21 Heddon Street, London, W1B 4BG United Kingdom</p> |
| <p>Patrice Merrin 672 Dupont Street, Suite 400 Toronto, ON M6G 1Z6 AND 92 Birch Ave, Toronto ON, M4V1C8</p> | |

Dear Sirs/Madams:

Re: Written Demand and Notice of Claim from the Lenders

Background

We are lawyers for Truist Bank, successor by merger to SunTrust Bank (“**Truist**”) in its capacity as agent (in such capacity, the “**Agent**”) for a syndicate of lenders comprising Truist, Bank of Montreal and The Toronto-Dominion Bank (collectively the “**Lenders**”). We write on behalf of the Agent and the Lenders.

Pursuant to an Amended and Restated Revolving Credit and Term Loan Agreement dated as of July 23, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), the Lenders made available to Kew Media Group Inc. (“**KMG**”) and Kew Media International Limited (formerly known as Content Media Corporation International Limited) (“**KMIL**”) as co-borrowers, loan facilities in the aggregate amount of US\$110,000,000 which comprised: (i) a revolving facility in the amount of US\$67,500,000 (the “**Revolver**”); and (ii) a term loan of US\$42,500,000 (together the “**Loan Facilities**”). Pursuant to a Guaranty and Security Agreement dated as of July 28, 2017 (the “**Security Agreement**”), KMG (among others) granted security to the Agent over all of its present and future

personal property (collectively the “**Property**”). KMG has also pledged to the Agent all shares held by KMG in its directly held subsidiaries, including its directly held Canadian subsidiaries. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Loan Agreement.

Under the Loan Agreement, KMG and KMIL (collectively “**Kew Media**”) were required to submit to the Agent a monthly calculation of their Borrowing Base, setting out the accounts receivable and other amounts available as collateral for the Loan Facilities. The maximum amount that could be borrowed by Kew Media under the Revolver from time to time, when taken together with the outstanding principal amount of the Term Loan, was based on the amount set out in the Borrowing Base calculations.

Over the course of 2019, Kew Media and its directors and officers, including but not limited, to Geoffrey Webb, Erik Kwak, Steven Silver, Peter Sussman, David Fleck, Maurice Kagan, Patrice Merrin, Stephen Pincus, John Schmidt, Mark Segal, Nancy Tellem, Madeline Cohen, Toby McCathie and Julie Bristow (collectively the “**Kew Media D&Os**” and together with Kew Media referred to as the “**Defaulting Parties**”) have made, or caused or permitted to be made, misrepresentations, omissions and misstatements of the financial position of Kew Media and the value of the Collateral to the Agent and Lenders. In addition, the Defaulting Parties have also failed to disclose numerous business and financial transactions which were approved and undertaken by them in violation of the Loan Agreement and which have adversely impacted the liquidity and financial condition of Kew Media and the value of the Collateral. In reliance upon these misrepresentations, omissions and misstatements, the Agent and the Lenders provided the Defaulting Parties access to the Loan Facilities. In late 2019, through some of the Kew Media D&Os, public announcements and other sources, the Agent and the Lenders began discovering the various wrongful acts, misrepresentations and omissions of the Defaulting Parties. The Agent and the Lenders immediately put the Defaulting Parties on notice. On January 29, 2020, the OSC issued a permanent cease trade order regarding the publicly traded shares of KMG.

On February 27, 2020, the Agent and Lenders demanded that Kew Media immediately repay to the Agent and the Lenders all outstanding Obligations owing under the Loan Agreement and the other Loan Documents which the Defaulting Parties had accessed through the Loan Facilities (which outstanding Obligations, as of February 25, 2020 were US\$113,786,709.50 plus interest and costs). Kew Media has failed to make that payment.

Pursuant to a court order dated February 28, 2020, FTI Consulting Canada Inc. was appointed as receiver for KMG and one of its Canadian subsidiaries and on February 28, 2020, Simon Kirkhope and Andrew Johnson, insolvency practitioners of FTI Consulting LLP, were appointed as UK administrators for KMIL and certain of its UK affiliates.

The Defaulting Parties are in breach of their obligations and duties to the Agent and Lenders under common law, statute, the Loan Agreement, the Security Agreement and all other applicable Loan Documents. Accordingly, the Agent on its behalf and on behalf of the Lenders, will be making a claim

against the Defaulting Parties to seek the recovery of their loss which totals US \$113,000,000 plus interest and costs (the “Loss”).¹

Summary of Wrongful Acts Known to Date

The full extent of any and all the wrongful acts, breaches, defaults, negligent and fraudulent misrepresentations and omissions committed by the Defaulting Parties is not known (collectively, the “wrongful acts”). Below is a list of some of the wrongful acts known to the Agent and the Lenders:

- a. On or about December 10, 2019, Steven Silver and Mike Corrigan informed the Lenders that the Borrowing Base calculations of Kew Media as submitted by its CFO Geoff Webb had misrepresentations and misstatements going at least as far back as December 2018. The Borrowing Base had been significantly overstated and misrepresented by approximately US\$50,000,000. Thereafter Kew Media issued a press release indicating that Mr. Webb was terminated and that a detailed investigation was being conducted to determine the extent of the overstatements and the actual indebtedness of Kew Media. The full extent of knowledge of Kew Media D&Os in regard to the overstatement is currently not known;
- b. In early January 2020, the Defaulting Parties misrepresented to the Agent and the Lenders the status of the existing assets of Kew Media. In fact, the Defaulting Parties actively misled the Agent and the Lenders while Kew Media attempted to sell certain assets of Kew Media and its subsidiaries. No notice was provided to the Lenders nor was their consent sought, in each case as required by the Loan Agreement;
- c. The Defaulting Parties assigned the entitlements (including certain payments) of KMIL under certain Distribution Agreements to parties other than the Lenders. The Defaulting Parties knew or ought to have known that such entitlements from these Distribution Agreements should have been made to the Lenders. The Defaulting Parties breached their obligations under the Loan Agreement and failed to inform the Agent and the Lenders of these acts;
- d. The Defaulting Parties knowingly or negligently failed to inform the Agent and the Lenders of various deposit accounts that ought to have been covered under Control Account Agreements in favour of the Agent. In fact, knowing the above misrepresentation, the Defaulting Parties signed or authorized the signing of the Third Amendment to the Loan Agreement (“**Third Amendment**”) which increased the amounts available to the Borrowers under the Loan Facilities;
- e. In or around January 2020, the Agent and the Lenders also learned that the valuation of the Library of Kew Media was overstated and misrepresented. The amount of the overstatement is currently not known; and
- f. The board of directors of KMG authorized transactions that were in their self interest rather than the interest of Kew Media or the Agent and Lenders and would have only come from funds otherwise made available pursuant to the Third Amendment. For example, KMG’s board

¹ This is the amount known as of the date of the letter. This amount may vary and increase as further details of the wrongful acts, misrepresentations, misstatements and omissions by the Defaulting Parties come to light.

authorized \$515,000 to purchase a "tail" insurance policy which only provided a benefit to the directors.

In addition to the wrongful acts identified above, Kew Media D&Os knowingly or unknowingly failed to manage and oversee the business of Kew Media. They authorized transactions and acquisitions that were not properly valued and which over-extended the indebtedness of Kew Media. They also failed to implement proper checks and controls over management and various committees at Kew Media such that the above wrongful acts were not discovered until late 2019.

The Defaulting Parties have also failed to cooperate and provide information to the Agent and Lenders in accordance with their obligations under the Loan Agreement. The Agent and Lenders learned in or around January 15, 2020, that Grant Thornton LLP (KMG's external auditor) had withdrawn its audit reports ending December 31, 2017 and December 31, 2018 and interim audit reports for interim periods in 2017, 2018 and 2019. The Agent and Lenders relied upon these audit reports to assess the financial position of Kew Media and provide them access to the Loan Facilities. The extent of any misrepresentations in these audit reports are not yet known. It is also unknown whether any other advisors of the Defaulting Parties prepared or misrepresented any other information on their behalf to the Agent and Lenders.

On January 27, 2020, the Agent sent a letter to Kew Media specifically requesting that the letter be brought to the attention of the Kew Media D&Os. The letter outlined some of the above wrongful acts. To date, the Defaulting Parties have not contested any of these wrongful acts.

Demand and Notice of Claim

At this time, the Agent and the Lenders do not have sufficient information to determine the full extent of the wrongful acts, defaults and breaches that have occurred and may still be occurring under law including the *Business Corporations Act* (Ontario), the *Securities Act* (Ontario), the Loan Agreement, the Security Agreement or any other Loan Document. Accordingly, the Agent and the Lenders are putting the Defaulting Parties and their insurers (to the extent known) on notice of the Agent's and the Lenders' claim. The Agent and the Lenders intend to take all steps necessary to recover the full extent of the Loss, and specifically reserve all rights of the Agent and the Lenders in connection with the Loss.

We ask that you bring this demand and notice to the attention of all relevant insurers, advisors and parties that you may be aware of (and not listed here) and that may be unknown to the Agent and the Lenders.

Regards,
Dentons Canada LLP


Deepshikha Dutt
DD/cm

CC:

| | |
|--|---|
| <p>Nigel Meakin FTI Consulting Canada Inc. TD Waterhouse Tower 79 Wellington Street East, Suite 2010 Toronto, ON M5K 1G8 Email: nigel.meakin@fticonsulting.com AND FTI Consulting LLP 200 Aldersgate Aldersgate Street London EC1A 4HD United Kingdom</p> | <p>Claims Manager Lloyd's Syndicate QBE 1886 Plantation Place 30 Fenchurch Street London EC3M 3BD Email: NewLossQBE@us.qbe.com</p> |
| <p>Professional Lines Claims Department Lloyd's Syndicate XLC 2003 20 Gracechurch Street London, United Kingdom EC3V0BG Email: webfnol.NA@axaxl.com Email: webfnol.UK@axaxl.com</p> | <p>Marsh Canada Limited 120, 800 Bremner Blvd #800, Toronto, ON M5J 3A6 Email:Toronto.claims@marsh.com Email:customerservice@marshcanadaclaims.com Email:alpha.claims@marshoperations.co.uk</p> |
| <p>Francy Kussner, Goodmans LLP Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7 Lawyers for Kew Media Group Inc. and Kew Media International (Canada) Inc. Email: fkussner@goodmans.ca</p> | <p>Tony DeMarinis and David Bish Torys LLP TD south Tower 79 Wellington Street West, 33rd Floor Toronto, ON M5K 1N2 Lawyers for FTI Consulting Canada Inc. Email:tdemarinis@torys.com Email:dbish@torys.com</p> |

SCHEDULE "C"

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Appendix C

Letter to D&O Insurer

September 3, 2020

CONFIDENTIAL

BY EMAIL

Roderic McLauchlan
Clyde & Co
401 Bay Street
Suite 2500, P.O. Box 25
Toronto, ON M5H 2Y4

Dear Mr. McLauchlan:

Re: Request for confirmation of insurance coverage
Insured: Kew Media Group Inc. (“Kew”)
Policy No.: FINMW1900173 (the “D&O Policy”)
Your reference: 10209506

I write to you in your capacity as counsel for certain underwriters at Lloyd’s London (“**Underwriters**”) subscribing to the above-noted D&O Policy issued to Kew.

We are writing on behalf of our client, FTI Consulting Canada Inc., in its capacity as receiver and manager (the “**Receiver**”) of all of the assets, undertakings and properties of Kew acquired for, or used in relation to a business carried on by, Kew.

The Receiver understands that Underwriters have been given notice of claims by plaintiff counsel in relation to proposed class actions against Kew and its directors and officers, that have been consolidated in Ontario Superior Court of Justice Court File No. CV-20-00644200-00CP (*Alex Kan and Stuart Rath v. Kew Media Group Inc. et al.*) (the “**Action**”).

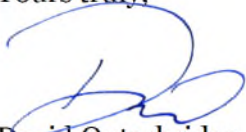
Please confirm whether insurance coverage to Kew and its directors and officers has been confirmed and will be provided by Underwriters under the D&O Policy in connection with the Action, or in connection with any other proposed class proceeding relating to Kew.

If Underwriters are funding Defence Costs, Investigation Costs or other costs (as defined in the D&O Policy) under a reservation of rights, please advise and please share the Underwriters’ reservation of rights position.

If coverage has been denied in whole or in part, please advise and share the Underwriters’ written coverage position.

Please feel free to contact me with any questions.

Yours truly,

A handwritten signature in blue ink, appearing to read 'D Outerbridge', with a large, sweeping flourish above the name.

David Outerbridge

Appendix D

July 14 Lift Stay Order

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

THE HONOURABLE) TUESDAY, THE 14TH
)
JUSTICE KOEHNEN) DAY OF JULY, 2020
)

BETWEEN:

TRUIST BANK, AS AGENT

Applicant

- and-

KEW MEDIA GROUP INC. and KEW MEDIA INTERNATIONAL (CANADA) INC.

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985 C. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED**

LIFT STAY ORDER

THIS MOTION, made by Alex Kan and Stuart Rath (the proposed representative plaintiffs in a putative securities class proceeding against Kew Media Group Inc. (“**Kew Media**”)) (collectively, the “**Plaintiffs**”) for an Order:

(1) temporarily lifting the stay of proceedings in place as against Kew Media for the limited purposes of:

(i) issuing, filing and serving the proposed Statement of Claim (the “**Action**”);

(ii) filing the Plaintiffs’ Motion for Certification and Leave under Part XXIII.1 of the Ontario *Securities Act*;

(iii) serving (as necessary), filing, and hearing any motion(s) related to the service of the Statement of Claim and/or the Plaintiffs’ Motion for Certification and Leave; and

(iv) serving (as necessary), filing and hearing any motions related to the court approval of a third-party adverse costs indemnity and disbursement funding agreement;

(2) appointing Thornton Grout Finnigan LLP, Kalloghlian Myers LLP and Foreman & Company as counsel to prosecute the Action and declaring that no other proceeding may be commenced in Ontario on behalf of Kew Media shareholders in respect of the subject matter of the Action without leave of this Court; and

(3) directing that FTI Consulting Canada Inc., in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of the undertaking, property and assets of, *inter alia*, Kew Media, disclose and produce to the Plaintiffs all potentially responsive insurance policies under which an insurer may be liable to satisfy all or part of any judgment against Kew Media or any of its Directors, Officers or advisors in the Action and ancillary information (the “**Insurance Policy Disclosure Relief**”), was heard this day in Toronto by way of judicial video conference via Zoom, with the Insurance Policy Disclosure Relief being adjourned on consent to July 21, 2020 at 2:15 pm.

ON READING the Plaintiffs’ Motion Record (dated July 8, 2020), Supplemental Motion Record (dated July 10, 2020) and Factum (dated July 13, 2020), all filed;

AND UPON hearing the submissions of counsel for the Plaintiffs and the Receiver, no one else appearing for any other person on the Service List, although duly served as appears from the affidavits of service of Rose Bozzelli sworn July 8, 2020, July 10 and July 13, all filed:

TIME FOR SERVICE

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

LIFT STAY

2. **THIS COURT ORDERS** that the stay of proceedings (the “**Stay of Proceedings**”) provided for in the Order of this Court appointing the Receiver in the within proceedings dated

February 28, 2020 (the “**Appointment Order**”), be and is hereby lifted for the sole and limited purpose of: (i) granting the Plaintiffs leave to issue and file with the court and serve the Statement of Claim in substantially the form attached hereto as **Schedule “A”** (the “**Statement of Claim**”); (ii) granting the Plaintiffs leave to file with the court the Plaintiffs’ Motion for Certification and for Leave under Part XXIII.1 of the Ontario *Securities Act*; (iii) serving (as necessary), filing with the court and hearing any motion(s) related to the service of the Statement of Claim and/or the Plaintiffs’ Motion for Certification and Leave under Part XXIII.1 of the Ontario *Securities Act*; and (iv) serving (as necessary), filing with the court and hearing any motions related to the court approval of a third-party adverse costs indemnity and disbursement funding agreement, provided that no further steps shall be taken in the Action in respect of Kew Media or the Receiver without further Order of this Court.

3. **THIS COURT ORDERS** that, subject to further Order of this Court, the Receiver shall not be required to participate in or defend the Action or any hearing authorized in paragraph 2 above, or to incur any costs in respect of the Action or such hearings. Subject to: (i) an agreement between the Plaintiffs and the Receiver; or (ii) further Order of this Court, the Plaintiffs and defendants in the Action shall not:

- (a) seek, make, or obtain, whether directly or indirectly, as the case may be, any further claim, counterclaim or recovery from, against, or in respect of the Receiver, Kew Media or any other entity that is, or has assets, subject to the Appointment Order (collectively, the “**Receiver and Debtor Entities**”);
- (b) add any of the Receiver and Debtor Entities, other than Kew Media, to the Action;
- (c) seek, or obtain, any costs awards, judgments or any relief of any kind against, or in respect of the Receiver and Debtor Entities in the Action; or
- (d) seek, or obtain, any discovery from, or examination or participation of, the Receiver and Debtor Entities in the Action.

4. **THIS COURT ORDERS** that except as expressly provided for in this Order: (i) all other stays of proceedings provided for in the Appointment Order; and (ii) all rights and protections in favour of the Receiver, remain in full force and effect in accordance with the terms of the Appointment Order.

5. **THIS COURT ORDERS** that nothing herein shall affect the rights of the Plaintiffs or the putative class members in the Action to submit proofs of claim in the within proceedings or any other restructuring, insolvency, receivership, bankruptcy or other similar proceedings in respect of the subject matter of the Statement of Claim or otherwise, and to share in any distribution made in such proceedings to creditors in accordance with their respective entitlements, if any.

6. **THIS COURT ORDERS** that nothing herein shall affect the rights of the Plaintiffs or the putative class members in the Action as against the current and/or future defendants, named in or later added to the Statement of Claim, who are not subject to the Appointment Order.

7. **THIS COURT ORDERS** that to the extent that any statute of limitations or other notice or limitation period (or any other time period of similar effect) under Canadian law or any other applicable law, or any rule of civil procedure (a “**Limitation Period**”) in connection with any of the claims against Kew Media that are the subject of the Statement of Claim (the “**Tolled Claims**”) expires on or after the date hereof (the “**Effective Date**”), such Limitation Period shall be and is hereby tolled such that it ceases to continue running as of the Effective Date and, for greater certainty, that all time elapsing on or after the Effective Date shall not be counted in determining any such Limitation Period. Kew Media may not raise the expiration of any Limitation Period as a defence, estoppel, limitation or bar to any Tolled Claims as against them unless such Limitation Period had already expired prior to the Effective Date.

8. **THIS COURT ORDERS AND DECLARES** that this Order is not, and shall not be deemed to be, an acknowledgement of any merits or substance of the Action, and no party to the Action shall be deemed by virtue of this Order to have made any admission, acknowledgment or acquiescence of or to any liability in the Action. All rights, remedies and defences of the parties, including regarding whether the Stay of Proceedings should be lifted to permit the continuation of the Action, are expressly reserved.

9. **THIS COURT ORDERS AND DECLARES** that, subject to further Order of this Court, it retains exclusive jurisdiction with respect to the within proceedings, the Receiver, the assets, property and undertaking of Kew Media, and the other matters that are set out in or the subject of the Appointment Order (including, without limitation, the Stay of Proceedings).

CARRIAGE

10. **THIS COURT ORDERS** that Thornton Grout Finnigan LLP, Kalloghlian Myers LLP and Foreman & Company are hereby appointed to prosecute the Action.

11. **THIS COURT ORDERS** that no other action may be commenced in Ontario on behalf of Kew Media shareholders in respect of the subject matter of the Action without leave of this Court granted on notice to the Receiver and the Plaintiffs.

GENERAL

12. **THIS COURT MAKES NO ORDER** as to costs of this Motion.

13. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada against all persons, firms, corporations, governmental, municipal and regulatory authorities against whom it may be enforceable.

14. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province to act in aid of and to be complementary to this Court in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

15. **THIS COURT ORDERS** that this order is effective from today's date and is not required to be entered.

RAJ

TRUIST BANK, AS AGENT
Applicant

- 7 -
and **KEW MEDIA GROUP INC. and KEW MEDIA**
INTERNATIONAL (CANADA) INC.

Court File No.: CV-20-00637081-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

LIFT STAY ORDER

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Tel: (519) 914-1175
Fax: (226) 884-5340

Lawyers for Alex Kan and Stuart Rath

Appendix B

The Silver Authorization and Consent

CONSENT TO DEFENCE OF CLASS ACTION

THIS CONSENT is made on this _____ day of May 2023, by **FTI Consulting Canada Inc. (“FTI”)**, in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of all the undertaking, property and assets of Kew Media Group Inc. (“**KMG**”).

WHEREAS Alex Kan and Stuart Rath (collectively, the “**Plaintiffs**”) commenced a securities class action on behalf of shareholders of KMG against KMG, together with certain of KMG’s former directors and officers (collectively, the “**D&O Defendants**”) recognising the action has been discontinued against some of the original D&O Defendants, and together with KMG, the “**Defendants**”), bearing Court File Number CV-20-00644200-00CP (the “**Class Action**”), which focuses on allegations that the Defendants are liable under the *Securities Act* (Ontario) and at common law for misrepresentations made in the secondary market;

AND WHEREAS the Plaintiffs – as equity claimants – will not recover on any claims they allege to have in the receivership proceedings due to insufficient assets and proceeds with which to pay the admitted secured claims against KMG and any unsecured claims against KMG, but do wish to pursue the Defendants’ for recoveries that would be subject to coverage being available and would be payable by insurers (the “**Defendants’ Insurers**”) under applicable insurance policies;

AND WHEREAS the Receiver has: (i) not defended the Class Action on behalf of KMG to date; and (ii) is in the process of completing its administration of KMG’s receivership proceedings and is preparing to seek its discharge;

AND WHEREAS the Plaintiffs and the D&O Defendants wish to see the Class Action defended by KMG for purposes unrelated to the receivership; namely, because the Defendants’ Insurers require a defence of the Class Action by KMG as a condition precedent to any potential recovery under the applicable insurance policies;

AND WHEREAS Steven Silver is a D&O Defendant and was formerly an officer and director of KMG until his resignation on or about February 28, 2019 ;

AND WHEREAS the Toronto law firm Goodmans LLP (“**Goodmans**”) was previously retained by KMG as its corporate counsel prior to and for some time during the receivership, and is currently counsel to Mr. Silver and all but one of the D&O Defendants;

AND WHEREAS the Plaintiffs, the D&O Defendants, and the Defendants’ Insurers have consented to Mr. Silver directing Goodmans on behalf of KMG in KMG’s defence of the Class Action, and Goodmans has consented to act as counsel in respect of same;

AND WHEREAS in light of the prospective discharge of the Receiver in the near term, the Plaintiffs, the D&O Defendants, the Defendants’ Insurers, and Goodmans have requested that the Receiver authorise and consent to Mr. Silver acting, directing and instructing Goodmans on behalf of KMG in KMG’s defence of the Class Action following the discharge of the Receiver and the termination of KMG’s receivership proceedings;

1. The Receiver hereby authorises and consents to Mr. Silver directing and instructing Goodmans on behalf of KMG in KMG’s defence of the Class Action from and after the discharge of the Receiver and the termination of the KMG receivership proceedings.
2. For greater certainty, the Receiver consents to Mr. Silver having the authority to:
 - (a) Conduct the defence of the Class Action on behalf of KMG in all respects and to represent KMG in the Class Action and in any other related litigation.;
 - (b) Without limiting the generality of the foregoing, instruct Goodmans on behalf of KMG with respect to the conduct of the Class Action and any other related litigation, and in this regard, it is acknowledged that Goodmans shall continue to represent the D&O Defendants for whom it currently acts with respect to the defence of the Class Action and any related litigation;
 - (c) Undertake and perform all such acts and things and to execute and deliver all such deeds, instruments and agreements as may be necessary, desirable or expedient under or in connection with the defence of the Class Action and any related litigation on behalf of KMG; and

- (d) Appear in the name of KMG and in its stead, and represent KMG, before any competent court, tribunal, legal or public authority or at any out-of-court proceedings, meetings or settlement discussions, including discussions that might involve compromising or settling any claims made against KMG related to the Class Action or any related litigation.
3. Mr. Silver shall not be entitled to any payment or other compensation for undertaking the foregoing role and activities.
4. Neither the Receiver nor FTI shall have any obligations or liability in respect of this authorization and consent, the Class Action or any related litigation, and shall not be required to participate in any way, directly or indirectly, in the defence of the Class Action or any related litigation, or to incur any costs in respect thereof, whether prior to or after the Receiver's discharge, and Mr. Silver shall not request or seek to compel any such participation or incurrence of costs by the Receiver or FTI.
5. Nothing herein shall affect or delay the Receiver's motion for its discharge and the termination of the receivership proceedings.

EFFECTIVE this ___ day of May, 2023.

**KEW MEDIA GROUP INC., by FTI
Consulting Canada Inc., in its capacity as
Court-appointed receiver and manager, and not
in its personal capacity**

Per:

Name: **Nigel Meakin**

I have authority to bind the Receiver

Appendix C

Affidavit of Nigel Meakin, sworn May 5, 2023

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

IN THE MATTER OF THE RECEIVERSHIP OF
KEW MEDIA GROUP INC.
KEW MEDIA INTERNATIONAL (CANADA) INC.

**AFFIDAVIT OF NIGEL D. MEAKIN
(Sworn May 5, 2023)**

I, Nigel D. Meakin, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY that:

1. I am a Senior Managing Director of FTI Consulting Canada Inc. (“**FTI**”) and, as such, I have knowledge of the matters hereinafter deposed to except where stated to be on information and belief, and where so stated, I verily believe it to be true.
2. This Affidavit is made in connection with a motion for an Order of this Honourable Court *inter alia* approving the fees and disbursements of the Receiver, Torys LLP (“**Torys**”) and Lax, O’Sullivan, Lissus, Gottlieb LLP (“**Lax**”), all as described herein (the “**Fee Approval and Discharge Order**”) and for no improper purpose.

3. Pursuant to the Order of the Honourable Mr. Justice Koehnen (the “**Receivership Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted February 28, 2020 (the “**Date of Receivership**”), FTI Consulting Canada Inc. was appointed as receiver and manager (the “**Receiver**”) without security, of all of the assets, undertakings and properties of Kew Media Group Inc. (“**KMG**”) and Kew Media International (Canada) Inc. (“**KMICI**” and, together with KMG, the “**Debtors**”), acquired for, or used in relation to a business carried on by KMG and KMICI. The proceedings were commenced by way of application under section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended, and section 243 of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and shall be referred to herein as the “**Receivership**”).
4. Pursuant to paragraph 20 of the Receivership Order, the Receiver and its counsel have from time to time been paid their fees and disbursements at their standard rates and charges out of monies in the hands of the Receiver.
5. Pursuant to paragraph 19 of the Receivership Order, the Receiver and its legal counsel are required to pass their accounts with the Court from time to time.
6. The fees and disbursements of the Receiver and its legal counsel for the period from the Date of Receivership to October 31, 2020, were approved pursuant to the Order of the Honourable Mr. Justice McEwen granted December 8, 2020.
7. The total fees and disbursements of the Receiver during the period from November 1, 2020, to April 23, 2023, amount to \$301,372.85 (the “**Receiver Fees and Disbursements**”), including fees of \$242,860.50 and disbursements of \$58,512.35 (all excluding applicable taxes). Attached hereto and marked as **Exhibit "A"** to this, my Affidavit, is a summary of the invoices rendered by the Receiver during the period (the “**Accounts**”). True copies of the Accounts are attached as **Exhibit "B"** to this my Affidavit.

8. In the course of performing its duties, personnel of the Receiver have expended a total of 317.9 hours during the Period. Attached as **Exhibit “C”** to this, my Affidavit, is a schedule setting out a summary of the individual staff involved in the administration of the Receivership and the hours and applicable rates per person claimed by the Receiver. The average hourly rate billed by the Receiver is \$763.95. A schedule of the descriptions of the services provided by the Receiver’s staff is attached as **Exhibit “D”** to this my affidavit. The descriptions of the services provided by the Receiver’s staff have been redacted for matters of privilege and where confidentiality is required pursuant to the sealed Order of the Honourable Mr. Justice McEwen granted August 31, 2020.
9. The activities undertaken and services provided by the Receiver in connection with the administration of the Receivership are described the Receiver’s Reports filed with the Court and in Exhibit “D” to this my affidavit.
10. The Receiver requests that this Honourable Court approve its Accounts in the total amount of \$301,372.85 (excluding applicable taxes).
11. Torys and Lax, each in its capacity as independent counsel to the Receiver (together, the **“Receiver’s Counsel”**), have rendered services throughout the Receivership in a manner consistent with the instructions of the Receiver.
12. The total fees and disbursements of Torys during the period from November 1, 2020, to April 14, 2023, amount to \$395,253.55 (the **“Torys Fees and Disbursements”**), including fees of \$394,530.86 and disbursements of \$722.69 (all excluding applicable taxes). The time spent by the personnel of Torys in the period is more particularly described in the affidavit of Mike Noel of Torys, sworn May 5, 2023, in support of the Receiver’s request for the Fee Approval and Discharge Order. The descriptions of the time spent by personnel of Torys have been redacted for matters of privilege and where confidentiality is required pursuant to the sealed Order of the Honourable Mr. Justice McEwen granted August 31, 2020.

13. The total fees and disbursements of Lax during the period from December 31, 2020 to March 31, 2023, amount to \$358,580.23 (the “**Lax Fees and Disbursements**”), including fees of \$356,776.50 and disbursements of \$1,803.73 (all excluding applicable taxes). The time spent by the personnel of Lax in the period is more particularly described in the affidavit of Mr. Rahool Agarwal of Lax, sworn May 2, 2023, in support of the Receiver’s request for the Fee Approval and Discharge Order. The descriptions of the time spent by personnel of Lax have been redacted for matters of privilege and where confidentiality is required pursuant to the sealed Order of the Honourable Mr. Justice McEwen granted August 31, 2020.
14. In addition, the Monitor seeks approval for the additional fees and disbursements, including the additional fees and disbursements of Monitor’s Counsel, to be incurred in connection with completing the Receivership as described in the Receiver’s Fifth Report, which fees and disbursements are not expected to exceed \$80,000 based on the information currently available
15. To the best of my knowledge, the rates charged by the Receiver, Torys and Lax are comparable to the rates charged for the provision of similar services by other similar restructuring firms and law firms in their local markets.
16. I verily believe that the fees and disbursements incurred by the Receiver, Torys and Lax are fair and reasonable in the circumstances.

AFFIRMED REMOTELY by Nigel Meakin
at the City of Toronto in the Province of
Ontario, before me on May 5, 2023, in
accordance with O.Reg. 431/20,
Administering Oath or Declaration
Remotely.

A Commissioner for Taking Affidavits, etc.

NIGEL D. MEAKIN

THIS IS **EXHIBIT “A”** REFERRED TO IN THE
AFFIDAVIT OF NIGEL D. MEAKIN,
AFFIRMED REMOTELY BY NIGEL D. MEAKIN
BEFORE ME *BY VIDEO CONFERENCE*, THIS 5th
DAY OF MAY, 2023.



Mike Noel
Commissioner for Taking Affidavits

Exhibit A

Summary of Invoices

Kew Media Group Inc.
Summary of FTI Invoices
November 1, 2020 - April 23, 2023

| Invoice # | Invoice Date | Period End Date | Fees | Disbursements | Fees + Disbursements | HST | Total |
|--------------|--------------------|--------------------|----------------------|---------------------|-------------------------|---------------------|----------------------|
| 29004515 | November 10, 2020 | November 8, 2020 | \$ 10,378.00 | \$ 622.68 | \$ 11,000.68 | \$ 1,430.09 | \$ 12,430.77 |
| 29004522 | November 19, 2020 | November 15, 2020 | 3,271.50 | 196.29 | 3,467.79 | 450.82 | 3,918.61 |
| 29004543 | November 30, 2020 | November 30, 2020 | 7,641.50 | 458.49 | 8,099.99 | 1,053.00 | 9,152.99 |
| 29004567 | December 10, 2020 | December 6, 2020 | 2,400.50 | 144.03 | 2,544.53 | 330.79 | 2,875.32 |
| 29004577 | December 17, 2020 | December 13, 2020 | 3,083.50 | 185.01 | 3,268.51 | 424.91 | 3,693.42 |
| 29004584 | December 22, 2020 | December 20, 2022 | 1,087.50 | 1,861.71 | 2,949.21 | 383.39 | 3,332.60 |
| 29004609 | December 31, 2020 | December 31, 2020 | 167.00 | 260.02 | 427.02 | 55.51 | 482.53 |
| 29004625 | January 12, 2021 | January 10, 2021 | 5,758.00 | 414.45 | 6,172.45 | 802.42 | 6,974.87 |
| 29004631 | January 20, 2021 | January 17, 2021 | 4,595.50 | 275.73 | 4,871.23 | 633.26 | 5,504.49 |
| 29004636 | January 26, 2021 | January 24, 2021 | 4,751.00 | 285.06 | 5,036.06 | 654.69 | 5,690.75 |
| 29004649 | January 31, 2021 | January 31, 2021 | 2,696.50 | 161.79 | 2,858.29 | 371.58 | 3,229.87 |
| 29004674 | February 10, 2021 | February 7, 2021 | 2,966.50 | 177.99 | 3,144.49 | 408.79 | 3,553.28 |
| 29004679 | February 16, 2021 | February 14, 2021 | 10,246.50 | 614.79 | 10,861.29 | 1,411.97 | 12,273.26 |
| 29004689 | February 26, 2021 | February 21, 2021 | 12,711.00 | 4,734.64 | 17,445.64 | 2,267.93 | 19,713.57 |
| 29004699 | February 28, 2021 | February 28, 2021 | 2,221.00 | 133.26 | 2,354.26 | 306.05 | 2,660.31 |
| 29004734 | March 18, 2021 | March 14, 2021 | 4,879.00 | 21,488.41 | 26,367.41 | 3,427.76 | 29,795.17 |
| 29004740 | March 23, 2021 | March 21, 2021 | 1,637.50 | 98.25 | 1,735.75 | 225.65 | 1,961.40 |
| 29004752 | March 31, 2021 | March 31, 2021 | 2,004.50 | 120.27 | 2,124.77 | 276.23 | 2,401.00 |
| 29004814 | April 30, 2021 | April 30, 2021 | 3,987.50 | 239.25 | 4,226.75 | 549.48 | 4,776.23 |
| 29004832 | May 19, 2021 | May 16, 2021 | 409.00 | 2,267.34 | 2,676.34 | 347.92 | 3,024.26 |
| 29004979 | August 31, 2021 | August 31, 2021 | 22,956.00 | (8,946.78) | 14,009.22 | 1,821.20 | 15,830.42 |
| 29005039 | September 30, 2021 | September 30, 2021 | 3,312.00 | 4,323.66 | 7,635.66 | 992.64 | 8,628.30 |
| 29005088 | October 31, 2021 | October 31, 2021 | 4,015.50 | 646.93 | 4,662.43 | 606.12 | 5,268.55 |
| 29005129 | November 30, 2021 | November 30, 2021 | 3,392.00 | 609.52 | 4,001.52 | 520.20 | 4,521.72 |
| 29005176 | December 31, 2021 | December 31, 2021 | 4,859.00 | 751.97 | 5,610.97 | 729.43 | 6,340.40 |
| 29005218 | January 31, 2022 | January 31, 2022 | 17,650.50 | 3,905.72 | 21,556.22 | 2,802.31 | 24,358.53 |
| 29005308 | March 31, 2022 | March 31, 2022 | 16,918.50 | 2,639.11 | 19,557.61 | 2,542.49 | 22,100.10 |
| 29005369 | April 30, 2022 | April 30, 2022 | 17,656.00 | 2,051.36 | 19,707.36 | 2,561.96 | 22,269.32 |
| 29005405 | May 31, 2022 | May 31, 2022 | 5,912.00 | 3,055.73 | 8,967.73 | 1,165.80 | 10,133.53 |
| 29005430 | June 30, 2022 | June 30, 2022 | - | 878.00 | 878.00 | 114.14 | 992.14 |
| 29005482 | July 31, 2022 | July 31, 2022 | 8,490.00 | 3,211.29 | 11,701.29 | 1,521.17 | 13,222.46 |
| 29005509 | August 31, 2022 | August 31, 2022 | 2,549.00 | 1,030.94 | 3,579.94 | 465.39 | 4,045.33 |
| 29005547 | September 30, 2022 | September 30, 2022 | 6,996.50 | 1,231.79 | 8,228.29 | 1,069.68 | 9,297.97 |
| 29005586 | October 31, 2022 | October 31, 2022 | 4,746.00 | 1,294.76 | 6,040.76 | 785.30 | 6,826.06 |
| 29005632 | November 30, 2022 | November 30, 2022 | 2,598.50 | 2,553.99 | 5,152.49 | 669.82 | 5,822.31 |
| 29005695 | December 31, 2022 | December 31, 2022 | 585.00 | 738.91 | 1,323.91 | 172.11 | 1,496.02 |
| 29005716 | January 31, 2023 | January 31, 2023 | 19,696.50 | 1,993.79 | 21,690.29 | 2,819.74 | 24,510.03 |
| 29005782 | March 21, 2023 | March 19, 2023 | 4,108.00 | 1,230.61 | 5,338.61 | 694.02 | 6,032.63 |
| 29005794 | March 31, 2023 | March 31, 2023 | 4,846.50 | 290.79 | 5,137.29 | 667.85 | 5,805.14 |
| 102900000174 | April 25, 2023 | April 23, 2023 | 4,680.00 | 280.80 | 4,960.80 | 644.90 | 5,605.70 |
| TOTAL | | | \$ 242,860.50 | \$ 58,512.35 | \$ 301,372.85 | \$ 39,178.49 | \$ 340,551.34 |

THIS IS **EXHIBIT “B”** REFERRED TO IN THE
AFFIDAVIT OF NIGEL D. MEAKIN,
AFFIRMED REMOTELY BY NIGEL D. MEAKIN
BEFORE ME *BY VIDEO CONFERENCE*, THIS 5th
DAY OF MAY, 2023.



Mike Noel
Commissioner for Taking Affidavits

Exhibit B

The Accounts



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

November 10, 2020
FTI Invoice No. 29004515
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through November 8, 2020

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|-------------|--------------------|
| Nigel Meakin | Senior Managing Director | \$1,020.00 | 6.7 | \$6,834.00 |
| James Robinson | Managing Director | \$835.00 | 1.6 | \$1,336.00 |
| Hrvoje Muhek | Director | \$835.00 | 1.2 | \$738.00 |
| Tyler Rivas-Perri | Senior Consultant | \$835.00 | 3.00 | \$1,470.00 |
| Total Hours and Fees | | | 12.5 | \$10,378.00 |

Allocated Expenses \$622.68

Total Expenses \$622.68

HST Registration No. 835718024RT0001 \$1,430.09

Invoice Total for Current Period \$12,430.77



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

November 19, 2020
FTI Invoice No. 29004522
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through November 15, 2020

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|-------------------|----------|------------|-----------------|
| James Robinson | Managing Director | \$835.00 | 0.4 | \$334.00 |
| Total Hours and Fees | | | 0.4 | \$334.00 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|-------------------|----------|------------|-------------------|
| Jacob Lensing | Senior Consultant | \$625.00 | 4.7 | \$2,937.50 |
| Total Hours and Fees | | | 4.7 | \$2,937.50 |

Allocated Expenses \$196.29

Total Expenses \$196.29

HST Registration No. 835718024RT0001 \$450.82

Invoice Total for Current Period \$3,918.61



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

November 30, 2020
FTI Invoice No. 29004543
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through November 30, 2020

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,020.00 | 1.3 | \$1,326.00 |
| James Robinson | Managing Director | \$835.00 | 1.6 | \$1,336.00 |
| Tyler Rivas-Perri | Senior Consultant | \$490.00 | 0.8 | \$392.00 |
| Kathleen Foster | Executive Assistant I | \$140.00 | 0.3 | \$42.00 |
| Total Hours and Fees | | | 4.0 | \$3,096.00 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,020.00 | 1.4 | \$1,428.00 |
| James Robinson | Managing Director | \$835.00 | 0.3 | \$250.50 |
| Jacob Lensing | Senior Consultant | \$625.00 | 3.8 | \$2,375.00 |
| Hrvoje Muhek | Director | \$615.00 | 0.8 | \$492.00 |
| Total Hours and Fees | | | 6.3 | \$4,545.50 |

Allocated Expenses \$458.49

Total Expenses \$458.49

HST Registration No. 835718024RT0001 \$1,053.00

Invoice Total for Current Period \$9,152.99



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

December 10, 2020
FTI Invoice No. 29004567
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through December 6, 2020

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,020.00 | 1.2 | \$1,224.00 |
| James Robinson | Managing Director | \$835.00 | 0.6 | \$501.00 |
| Hrvoje Muhek | Director | \$615.00 | 0.7 | \$430.50 |
| Tyler Rivas-Perri | Senior Consultant | \$490.00 | 0.5 | \$245.00 |
| Total Hours and Fees | | | 3.0 | \$2,400.50 |

Allocated Expenses \$144.03

Total Expenses \$144.03

HST Registration No. 835718024RT0001 \$330.79

Invoice Total for Current Period \$2,875.32



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

December 17, 2020
FTI Invoice No. 29004577
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through December 13, 2020

| Name | Title | Rate | Hours | Total |
|---|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,020.00 | 1.0 | \$1,020.00 |
| James Robinson | Managing Director | \$835.00 | 2.2 | \$1,837.00 |
| Hrvoje Muhek | Director | \$615.00 | 0.3 | \$184.50 |
| Kathleen Foster | Executive Assistant I | \$140.00 | 0.3 | \$42.00 |
| Total Hours and Fees | | | 3.8 | \$3,083.50 |
| Allocated Expenses | | | | \$185.01 |
| Total Expenses | | | | \$185.01 |
| HST Registration No. 835718024RT0001 | | | | \$424.91 |
| Invoice Total for Current Period | | | | \$3,693.42 |



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

December 22, 2020
FTI Invoice No. 29004584
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through December 20, 2020

| Name | Title | Rate | Hours | Total |
|---|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,020.00 | 0.7 | \$714.00 |
| James Robinson | Managing Director | \$835.00 | 0.3 | \$250.50 |
| Hrvoje Muhek | Director | \$615.00 | 0.2 | \$123.00 |
| Total Hours and Fees | | | 1.2 | \$1,087.50 |
| Allocated Expenses | | | | \$65.25 |
| Other/Miscellaneous | | | | \$1,796.46 |
| Total Expenses | | | | \$1,861.71 |
| HST Registration No. 835718024RT0001 | | | | \$383.39 |
| Invoice Total for Current Period | | | | \$3,332.60 |



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

December 31, 2020
FTI Invoice No. 29004609
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through December 31, 2020

| Name | Title | Rate | Hours | Total |
|---|-------------------|-------------|--------------|-----------------|
| James Robinson | Managing Director | \$835.00 | 0.2 | \$167.00 |
| Total Hours and Fees | | | 0.2 | \$167.00 |
| Allocated Expenses | | | | \$10.02 |
| Other/Miscellaneous | | | | \$250.00 |
| Total Expenses | | | | \$260.02 |
| HST Registration No. 835718024RT0001 | | | | \$55.51 |
| Invoice Total for Current Period | | | | \$482.53 |



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

January 12, 2021
FTI Invoice No. 29004625
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through January 10, 2021

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 0.5 | \$527.50 |
| James Robinson | Managing Director | \$865.00 | 0.7 | \$605.50 |
| Hrvoje Muhek | Senior Director | \$640.00 | 4.0 | \$2,560.00 |
| Tyler Rivas-Perri | Senior Consultant | \$505.00 | 2.0 | \$1,010.00 |
| Total Hours and Fees | | | 7.2 | \$4,703.00 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 1.0 | \$1,055.00 |
| Total Hours and Fees | | | 1.0 | \$1,055.00 |

| | | | | |
|-----------------------|--|--|--|-----------------|
| Supplies | | | | \$68.97 |
| Allocated Expenses | | | | \$345.48 |
| Total Expenses | | | | \$414.45 |

HST Registration No. 835718024RT0001 **\$802.42**

Invoice Total for Current Period **\$6,974.87**



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

January 20, 2021
FTI Invoice No. 29004631
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through January 17, 2021

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 0.9 | \$949.50 |
| James Robinson | Managing Director | \$865.00 | 0.8 | \$692.00 |
| Total Hours and Fees | | | 1.7 | \$1,641.50 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 2.8 | \$2,954.00 |
| Total Hours and Fees | | | 2.8 | \$2,954.00 |

Allocated Expenses \$275.73

Total Expenses \$275.73

HST Registration No. 835718024RT0001 \$633.26

Invoice Total for Current Period \$5,504.49



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

January 26, 2021
FTI Invoice No. 29004636
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through January 24, 2021

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 0.8 | \$844.00 |
| James Robinson | Managing Director | \$865.00 | 0.5 | \$432.50 |
| Hrvoje Muhek | Senior Director | \$640.00 | 2.4 | \$1,536.00 |
| Kathleen Foster | Executive Assistant I | \$145.00 | 1.0 | \$145.00 |
| Total Hours and Fees | | | 4.7 | \$2,957.50 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 1.7 | \$1,793.50 |
| Total Hours and Fees | | | 1.7 | \$1,793.50 |

| | |
|-----------------------|-----------------|
| Allocated Expenses | \$285.06 |
| Total Expenses | \$285.06 |

HST Registration No. 835718024RT0001 **\$654.69**

Invoice Total for Current Period **\$5,690.75**



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

January 31, 2021
FTI Invoice No. 29004649
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through January 31, 2021

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|-----------------|----------|------------|-------------------|
| Hrvoje Muhek | Senior Director | \$640.00 | 2.4 | \$1,536.00 |
| Total Hours and Fees | | | 2.4 | \$1,536.00 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 1.1 | \$1,160.50 |
| Total Hours and Fees | | | 1.1 | \$1,160.50 |

Allocated Expenses \$161.79

Total Expenses \$161.79

HST Registration No. 835718024RT0001 \$371.58

Invoice Total for Current Period \$3,229.87



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

February 10, 2021
FTI Invoice No. 29004674
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through February 7, 2021

General Receivership

| Name | Title | Rate | Hours | Total |
|---|-------------------|----------|------------|-------------------|
| James Robinson | Managing Director | \$865.00 | 1.6 | \$1,384.00 |
| Hrvoje Muhek | Director | \$640.00 | 0.5 | \$320.00 |
| Tyler Rivas-Perri | Senior Consultant | \$505.00 | 2.5 | \$1,262.50 |
| Total Hours and Fees | | | 4.6 | \$2,966.50 |
| Allocated Expenses | | | | \$177.99 |
| Total Expenses | | | | \$177.99 |
| HST Registration No. 835718024RT0001 | | | | \$408.79 |
| Invoice Total for Current Period | | | | \$3,553.28 |



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

February 16, 2021
FTI Invoice No. 29004679
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through February 14, 2021

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 1.2 | \$1,266.00 |
| James Robinson | Managing Director | \$865.00 | 6.2 | \$5,363.00 |
| Hrvoje Muhek | Director | \$640.00 | 0.8 | \$512.00 |
| Tyler Rivas-Perri | Senior Consultant | \$505.00 | 0.3 | \$151.50 |
| Total Hours and Fees | | | 8.5 | \$7,292.50 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 2.8 | \$2,954.00 |
| Total Hours and Fees | | | 2.8 | \$2,954.00 |

| | |
|-----------------------|-----------------|
| Allocated Expenses | \$614.79 |
| Total Expenses | \$614.79 |

HST Registration No. 835718024RT0001 **\$1,411.97**

Invoice Total for Current Period **\$12,273.26**

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|---------------------|----------|-------------|-----------------|
| James Robinson | Managing Director | \$865.00 | 0.90 | \$778.50 |
| Tyler Rivas-Perri | Senior Consultant | \$505.00 | 0.20 | \$101.00 |
| Kathleen Foster | Executive Assistant | \$145.00 | 0.30 | \$43.50 |
| Total Hours and Fees | | | 1.40 | \$923.00 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 1.20 | \$1,266.00 |
| Jacob Lensing | Senior Consultant | \$625.00 | 3.10 | \$1,937.50 |
| Total Hours and Fees | | | 4.3 | \$3,203.50 |

Allocated Expenses \$247.59

Total Expenses \$247.59

HST Registration No. 835718024RT0001 \$568.64
Invoice Total for Current Period \$4,942.73

Kew Media Group Inc. -Tech / Matter No. 474786.0009

| Name | Title | Rate | Hours | Total |
|-----------------------------|-------------------|----------|-------------|-------------------|
| David Freskos | Managing Director | \$295.00 | 13.8 | \$4,071.00 |
| Waleed Ghuneim | Senior Consultant | \$295.00 | 13.5 | \$3,982.50 |
| Eric Morley | Senior Consultant | \$295.00 | 0.8 | \$236.00 |
| Lauren Song | Consultant | \$295.00 | 1.0 | \$295.00 |
| Total Hours and Fees | | | 29.1 | \$8,584.50 |

Allocated Expenses \$515.07

Online Hosting Fees \$3,571.98

Other/Miscellaneous \$400.00

Total Expenses \$4,487.05

HST Registration No. 835718024RT0001 \$1,699.30
Tech Invoice Total for Current Period \$14,770.85

Invoice Total for Current Period \$19,713.58



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

February 28, 2021
FTI Invoice No. 29004699
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through February 28, 2021

| Name | Title | Rate | Hours | Total |
|---|-------------------|-------------|--------------|-------------------|
| James Robinson | Managing Director | \$865.00 | 0.2 | \$173.00 |
| Hrvoje Muhek | Director | \$640.00 | 3.2 | \$2,048.00 |
| Total Hours and Fees | | | 3.4 | \$2,221.00 |
| Allocated Expenses | | | | \$133.26 |
| Total Expenses | | | | \$133.26 |
| HST Registration No. 835718024RT0001 | | | | \$306.05 |
| Invoice Total for Current Period | | | | \$2,660.31 |



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

March 18, 2021
FTI Invoice No. 29004734
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through March 14, 2021

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------|-------------|--------------|-----------------|
| Hrvoje Muhek | Director | \$640.00 | 0.70 | \$448.00 |
| Total Hours and Fees | | | 0.70 | \$448.00 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 4.20 | \$4,431.00 |
| Total Hours and Fees | | | 4.20 | \$4,431.00 |

| | |
|-----------------------|-----------------|
| Allocated Expenses | \$292.74 |
| Total Expenses | \$292.74 |

| | |
|---|-------------------|
| HST Registration No. 835718024RT0001 | \$672.33 |
| Invoice Total for Current Period | \$5,844.07 |

Kew Media Group Inc. -Tech / Matter No. 474786.0009

| | |
|-----------------------|--------------------|
| Processing Inbound | \$5,966.05 |
| Online Hosting Fees | \$14,229.62 |
| Other/Miscellaneous | \$1,000.00 |
| Total Expenses | \$21,195.67 |

| | |
|---|--------------------|
| HST Registration No. 835718024RT0001 | \$2,755.44 |
| Invoice Total for Current Period | \$23,951.11 |

| | |
|---|--------------------|
| Invoice Total for Current Period | \$29,795.17 |
|---|--------------------|



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

March 23, 2021
FTI Invoice No. 29004740
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through March 21, 2021

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|-------------------|----------|------------|-----------------|
| Hrvoje Muhek | Director | \$640.00 | 0.20 | \$128.00 |
| Tyler Rivas-Perri | Senior Consultant | \$505.00 | 0.90 | \$454.50 |
| Total Hours and Fees | | | 1.1 | \$582.50 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 1.0 | \$1,055.00 |
| Total Hours and Fees | | | 1.0 | \$1,055.00 |

Allocated Expenses \$98.25

Total Expenses \$98.25

HST Registration No. 835718024RT0001 \$225.65

Invoice Total for Current Period \$1,961.40



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

March 31, 2021
FTI Invoice No. 29004752
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through March 31, 2021

Investigation

| Name | Title | Rate | Hours | Total |
|---|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 1.9 | \$2,004.50 |
| Total Hours and Fees | | | 1.9 | \$2,004.50 |
| Allocated Expenses | | | | \$120.27 |
| Total Expenses | | | | \$120.27 |
| HST Registration No. 835718024RT0001 | | | | \$276.23 |
| Invoice Total for Current Period | | | | \$2,401.00 |



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

April 30, 2021
FTI Invoice No. 29004814
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through April 30, 2021

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 0.6 | \$633.00 |
| Tyler Rivas-Perri | Senior Consultant | \$505.00 | 3.3 | \$1,666.50 |
| Total Hours and Fees | | | 3.9 | \$2,299.50 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 1.6 | \$1,688.00 |
| Total Hours and Fees | | | 1.6 | \$1,688.00 |

Allocated Expenses \$239.25

Total Expenses \$239.25

HST Registration No. 835718024RT0001 \$549.48

Invoice Total for Current Period \$4,776.23



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

May 19, 2021
FTI Invoice No. 29004832
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through May 16, 2021

General Receivership

| Name | Title | Rate | Hours | Total |
|---|-------------------|----------|------------|-------------------|
| Hrvoje Muhek | Senior Director | \$770.00 | 0.4 | \$308.00 |
| Tyler Rivas-Perri | Senior Consultant | \$505.00 | 0.2 | \$101.00 |
| Total Hours and Fees | | | 0.6 | \$409.00 |
| Allocated Expenses | | | | \$24.54 |
| Other/Miscellaneous | | | | \$2,242.80 |
| Total Expenses | | | | \$2,267.34 |
| HST Registration No. 835718024RT0001 | | | | \$347.92 |
| Invoice Total for Current Period | | | | \$3,024.26 |



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

August 31, 2021
FTI Invoice No. 29004979
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through August 31, 2021

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|--------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 13.80 | \$14,559.00 |
| James Robinson | Managing Director | \$865.00 | 6.10 | \$5,276.50 |
| Hrvoje Muhek | Senior Director | \$770.00 | 0.80 | \$616.00 |
| Tyler Rivas-Perri | Senior Consultant | \$505.00 | 0.40 | \$202.00 |
| Kathleen Foster | Executive Assistant | \$145.00 | 0.60 | \$87.00 |
| Total Hours and Fees | | | 21.70 | \$20,740.50 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 2.10 | \$2,215.50 |
| Total Hours and Fees | | | 2.10 | \$2,215.50 |

| | |
|-----------------------|-------------------|
| Allocated Expenses | \$1,377.36 |
| Total Expenses | \$1,377.36 |

| | |
|---|--------------------|
| HST Registration No. 835718024RT0001 | \$3,163.34 |
| Invoice Total for Current Period | \$27,496.70 |

Kew Media Group Inc. -Tech / Matter No. 474786.0009

| | |
|-----------------------|---------------------|
| Near Line Hosting Fee | \$1,624.30 |
| Online Hosting Fees | -\$12,348.44 |
| Other/Miscellaneous | \$400.00 |
| Total Expenses | -\$10,324.14 |

| | |
|---|----------------------|
| HST Registration No. 835718024RT0001 | (\$1,342.14) |
| Invoice Total for Current Period | (\$11,666.28) |

| | |
|---|--------------------|
| Invoice Total for Current Period | \$15,830.42 |
|---|--------------------|



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

September 30, 2021
FTI Invoice No. 29005039
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through September 30, 2021

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|---|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 2.40 | \$2,532.00 |
| Hrvoje Muhek | Senior Director | \$770.00 | 0.90 | \$693.00 |
| Kathleen Foster | Executive Assistant | \$145.00 | 0.60 | \$87.00 |
| Total Hours and Fees | | | 3.9 | \$3,312.00 |
| Allocated Expenses | | | | \$198.72 |
| Other/Miscellaneous | | | | \$3,718.94 |
| Total Expenses | | | | \$3,917.66 |
| HST Registration No. 835718024RT0001 | | | | \$939.86 |
| Invoice Total for Current Period | | | | \$8,169.52 |

Kew Media Group Inc. -Tech / Matter No. 474786.0009

| | |
|---|-------------------|
| Near Line Hosting Fee | \$406.00 |
| Total Expenses | \$406.00 |
| HST Registration No. 835718024RT0001 | \$52.78 |
| Invoice Total for Current Period | \$458.78 |
| Invoice Total for Current Period | \$8,628.30 |



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

October 31, 2021
FTI Invoice No. 29005088
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through October 31, 2021

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 2.70 | \$2,848.50 |
| Hrvoje Muhek | Senior Director | \$770.00 | 0.50 | \$385.00 |
| Kathleen Foster | Executive Assistant | \$145.00 | 0.30 | \$43.50 |
| Total Hours and Fees | | | 3.5 | \$3,277.00 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|-----------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 0.70 | \$738.50 |
| Total Hours and Fees | | | 0.7 | \$738.50 |

| | |
|-----------------------|-----------------|
| Allocated Expenses | \$240.93 |
| Total Expenses | \$240.93 |

| | |
|---|-------------------|
| HST Registration No. 835718024RT0001 | \$553.34 |
| Invoice Total for Current Period | \$4,809.77 |

Kew Media Group Inc. -Tech / Matter No. 474786.0009

| | |
|-----------------------|-----------------|
| Near Line Hosting Fee | \$406.00 |
| Total Expenses | \$406.00 |

| | |
|---|-----------------|
| HST Registration No. 835718024RT0001 | \$52.78 |
| Invoice Total for Current Period | \$458.78 |

| | |
|---|-------------------|
| Invoice Total for Current Period | \$5,268.55 |
|---|-------------------|



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

November 30, 2021
FTI Invoice No. 29005129
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through November 30, 2021

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|---|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 1.50 | \$1,582.50 |
| Hrvoje Muhek | Senior Director | \$8650.00 | 1.80 | \$1,557.00 |
| Tyler Rivas-Perri | Senior Consultant | \$505.00 | 0.50 | \$252.50 |
| Total Hours and Fees | | | 3.8 | \$3,392.00 |
| Allocated Expenses | | | | \$203.52 |
| Total Expenses | | | | \$203.52 |
| HST Registration No. 835718024RT0001 | | | | \$467.42 |
| Invoice Total for Current Period | | | | \$4,062.94 |

Kew Media Group Inc. -Tech / Matter No. 474786.0009

| | |
|---|-------------------|
| Near Line Hosting Fee | \$406.00 |
| Total Expenses | \$406.00 |
| HST Registration No. 835718024RT0001 | \$52.78 |
| Invoice Total for Current Period | \$458.78 |
| Invoice Total for Current Period | \$4,521.72 |



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

December 31, 2021
FTI Invoice No. 29005176
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through December 31, 2021

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|---|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,055.00 | 0.50 | \$527.50 |
| James Robinson | Managing Director | \$865.00 | 0.40 | \$346.00 |
| Hrvoje Muhek | Senior Director | \$770.00 | 1.00 | \$770.00 |
| Total Hours and Fees | | | 1.9 | \$1,643.50 |
| Allocated Expenses | | | | \$98.61 |
| Other/Miscellaneous | | | | \$54.43 |
| Total Expenses | | | | \$153.04 |
| HST Registration No. 835718024RT0001 | | | | \$233.55 |
| Invoice Total for Current Period | | | | \$2,030.09 |

Kew Media Group Inc. -Tech / Matter No. 474786.0009

Tech

| Name | Title | Rate | Hours | Total |
|---|-------------------|-------------|--------------|-------------------|
| David Freskos | Managing Director | \$295.00 | 7.9 | \$2,330.50 |
| Waleed Ghuneim | Senior Consultant | \$295.00 | 3.0 | \$885.00 |
| Total Hours and Fees | | | 10.9 | \$3,215.50 |
| Near Line Hosting Fee | | | | \$406.00 |
| Allocated Expenses | | | | \$192.93 |
| Total Expenses | | | | \$598.93 |
| HST Registration No. 835718024RT0001 | | | | \$495.88 |
| Invoice Total for Current Period | | | | \$4,310.31 |
| Invoice Total for Current Period | | | | \$6,340.40 |



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

January 31, 2022
FTI Invoice No. 29005218
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through January 31, 2022

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|---|--------------------------|-------------|--------------|--------------------|
| Nigel Meakin | Senior Managing Director | \$1,085.00 | 1.30 | \$1,410.50 |
| Anil Varghese | Managing Director | \$985.00 | 9.70 | \$9,554.50 |
| James Robinson | Senior Managing Director | \$935.00 | 2.70 | \$2,524.50 |
| Hrvoje Muhek | Senior Director | \$810.00 | 3.10 | \$2,511.00 |
| Conor Linehan | Senior Director | \$465.00 | 1.50 | \$697.50 |
| Total Hours and Fees | | | 18.3 | \$16,698.00 |
| Allocated Expenses | | | | \$1,001.88 |
| Other/Miscellaneous | | | | \$2,034.69 |
| Total Expenses | | | | \$3,036.57 |
| HST Registration No. 835718024RT0001 | | | | \$2,565.49 |
| Invoice Total for Current Period | | | | \$22,300.06 |

Kew Media Group Inc. -Tech / Matter No. 474786.0009

Tech

| Name | Title | Rate | Hours | Total |
|---|-------------------|-------------|--------------|--------------------|
| Waleed Ghuneim | Senior Consultant | \$295.00 | 3.0 | \$885.00 |
| Sunshine Voelker | Agency Contractor | \$225.00 | 0.3 | \$67.50 |
| Total Hours and Fees | | | 3.3 | \$ 952.50 |
| Near Line Hosting Fee | | | | \$406.00 |
| Online Hosting Fees | | | | \$406.00 |
| Allocated Expenses | | | | \$57.15 |
| Total Expenses | | | | \$869.15 |
| HST Registration No. 835718024RT0001 | | | | \$236.82 |
| Invoice Total for Current Period | | | | \$2,058.47 |
| Invoice Total for Current Period | | | | \$24,358.53 |



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

March 31, 2022
FTI Invoice No. 29005308
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through March 31, 2022

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|--------------------|
| Nigel Meakin | Senior Managing Director | \$1,085.00 | 6.0 | \$6,510.00 |
| James Robinson | Senior Managing Director | \$935.00 | 1.7 | \$1,589.50 |
| Anil Varghese | Managing Director | \$985.00 | 0.5 | \$492.50 |
| Hrvoje Muhek | Senior Director | \$810.00 | 8.3 | \$6,723.00 |
| Tyler Rivas-Perri | Senior Consultant | \$580.00 | 1.9 | \$1,102.00 |
| Total Hours and Fees | | | 18.4 | \$16,417.00 |

Allocated Expenses \$985.02

Total Expenses \$985.02

HST Registration No. 835718024RT0001 \$2,262.26

Invoice Total for Current Period \$19,664.28

Kew Media Group Inc. -Tech / Matter No. 474786.0009

Tech

| Name | Title | Rate | Hours | Total |
|-----------------------------|-------------------|-------------|--------------|-----------------|
| David Freskos | Managing Director | \$295.00 | 1.7 | \$501.50 |
| Total Hours and Fees | | | 1.7 | \$501.50 |

Near Line Hosting Fee \$812.00

Online Hosting Fees \$812.00

Allocated Expenses \$30.09

Total Expenses \$1,654.09

HST Registration No. 835718024RT0001 \$280.23

Invoice Total for Current Period \$2,435.82

Invoice Total for Current Period \$22,100.10



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

April 30, 2022
FTI Invoice No. 29005369
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through April 30, 2022

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|---|--------------------------|-------------|--------------|--------------------|
| Nigel Meakin | Senior Managing Director | \$1,085.00 | 6.3 | \$6,835.50 |
| James Robinson | Senior Managing Director | \$935.00 | 4.7 | \$4,394.50 |
| Hrvoje Muhek | Senior Director | \$810.00 | 2.8 | \$2,268.00 |
| Kathleen Foster | Executive Assistant I | \$145.00 | 0.6 | \$87.00 |
| Total Hours and Fees | | | 14.4 | \$13,585.00 |
| Allocated Expenses | | | | \$815.10 |
| Other/Miscellaneous | | | | \$180.00 |
| Total Expenses | | | | \$995.10 |
| HST Registration No. 835718024RT0001 | | | | \$1,895.42 |
| Invoice Total for Current Period | | | | \$16,475.52 |

Kew Media Group Inc. -Tech / Matter No. 474786.0009

Tech

| Name | Title | Rate | Hours | Total |
|---|-------------------|-------------|--------------|--------------------|
| David Freskos | Managing Director | \$295.00 | 6.0 | \$1,770.00 |
| Waleed Ghuneim | Senior Consultant | \$295.00 | 1.0 | \$295.00 |
| Isaac Tatineni | Senior Consultant | \$295.00 | 6.8 | \$2,006.00 |
| Total Hours and Fees | | | 13.8 | \$4,071.00 |
| Near Line Hosting Fee | | | | \$406.00 |
| Online Hosting Fees | | | | \$406.00 |
| Allocated Expenses | | | | \$244.26 |
| Total Expenses | | | | \$1,056.26 |
| HST Registration No. 835718024RT0001 | | | | \$666.54 |
| Invoice Total for Current Period | | | | \$5,793.80 |
| Invoice Total for Current Period | | | | \$22,269.32 |



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

May 31, 2022
FTI Invoice No. 29005405
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through May 31, 2022

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,085.00 | 1.20 | \$1,302.00 |
| James Robinson | Senior Managing Director | \$935.00 | 0.90 | \$841.50 |
| Hrvoje Muhek | Senior Director | \$810.00 | 0.50 | \$405.00 |
| Total Hours and Fees | | | 2.6 | \$2,548.50 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,085.00 | 3.10 | \$3,363.50 |
| Total Hours and Fees | | | 3.1 | \$3,363.50 |

| | |
|-----------------------|-------------------|
| Allocated Expenses | \$354.72 |
| Other/Miscellaneous | \$1,889.01 |
| Total Expenses | \$2,243.73 |

| | |
|---|-------------------|
| HST Registration No. 835718024RT0001 | \$1,060.24 |
| Invoice Total for Current Period | \$9,215.97 |

Kew Media Group Inc. -Tech / Matter No. 474786.0009

| | |
|-----------------------|-----------------|
| Near Line Hosting Fee | \$406.00 |
| Online Hosting Fees | \$406.00 |
| Total Expenses | \$812.00 |

| | |
|---|-----------------|
| HST Registration No. 835718024RT0001 | \$105.56 |
| Invoice Total for Current Period | \$917.56 |

| | |
|---|--------------------|
| Invoice Total for Current Period | \$10,133.53 |
|---|--------------------|



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

June 30, 2022
FTI Invoice No. 29005430
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through June 30, 2022

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total | |
|---|--------------|-------------|--------------|--------------|---------------|
| Total Hours and Fees | | | | 0.0 | \$0.00 |
| HST Registration No. 835718024RT0001 | | | | | \$0.00 |
| Invoice Total for Current Period | | | | | \$0.00 |

Kew Media Group Inc. -Tech / Matter No. 474786.0009

| | | | | |
|---|--|--|--|-----------------|
| Near Line Hosting Fee | | | | \$406.00 |
| Online Hosting Fees | | | | \$406.00 |
| Other/Miscellaneous | | | | \$66.00 |
| Total Expenses | | | | \$878.00 |
| HST Registration No. 835718024RT0001 | | | | \$114.14 |
| Invoice Total for Current Period | | | | \$992.14 |
| Invoice Total for Current Period | | | | \$992.14 |



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

July 31, 2022
FTI Invoice No. 29005482
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through July 31, 2022

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,085.00 | 2.2 | \$4,340.00 |
| James Robinson | Senior Managing Director | \$935.00 | 0.8 | \$748.00 |
| Hrvoje Muhek | Senior Director | \$810.00 | 4.2 | \$3,402.00 |
| Total Hours and Fees | | | 7.20 | \$6,537.00 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,085.00 | 1.8 | \$1,953.00 |
| Total Hours and Fees | | | 1.80 | \$1,953.00 |

HST Registration No. 835718024RT0001

Invoice Total for Current Period

\$1,415.61

\$12,304.90

Kew Media Group Inc. -Tech / Matter No. 474786.0009

Near Line Hosting Fee \$406.00

Online Hosting Fees \$406.00

Total Expenses \$812.00

HST Registration No. 835718024RT0001

Invoice Total for Current Period

\$105.56

\$917.56

Invoice Total for Current Period

\$13,222.46



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

August 31, 2022
FTI Invoice No. 29005509
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through August 31, 2022

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,085.00 | 1.0 | \$1,085.00 |
| Hrvoje Muhek | Senior Director | \$810.00 | 0.2 | \$162.00 |
| Total Hours and Fees | | | 1.20 | \$1,247.00 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,085.00 | 1.2 | \$1,302.00 |
| Total Hours and Fees | | | 1.20 | \$1,302.00 |

Allocated Expenses \$152.94

Other/Miscellaneous \$66.00

Total Expenses \$218.94

HST Registration No. 835718024RT0001 \$359.83

Invoice Total for Current Period \$3,127.77

Kew Media Group Inc. -Tech / Matter No. 474786.0009

Near Line Hosting Fee \$406.00

Online Hosting Fees \$406.00

Total Expenses \$812.00

HST Registration No. 835718024RT0001 \$105.56

Invoice Total for Current Period \$917.56

Invoice Total for Current Period \$4,045.33



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

September 30, 2022
FTI Invoice No. 29005547
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through September 30, 2022

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,085.00 | 2.00 | \$2,170.00 |
| James Robinson | Senior Managing Director | \$935.00 | 0.90 | \$841.50 |
| Hrvoje Muhek | Senior Director | \$810.00 | 1.40 | \$1,134.00 |
| Tyler Rivas-Perri | Senior Consultant | \$580.00 | 0.80 | \$464.00 |
| Total Hours and Fees | | | 5.1 | \$4,609.50 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,085.00 | 2.20 | \$2,387.00 |
| Total Hours and Fees | | | 2.2 | \$2,387.00 |

Allocated Expenses \$419.79

Total Expenses \$419.79

HST Registration No. 835718024RT0001 \$964.12

Invoice Total for Current Period \$8,380.41

Kew Media Group Inc. -Tech / Matter No. 474786.0009

Near Line Hosting Fee \$406.00

Online Hosting Fees \$406.00

Total Expenses \$812.00

HST Registration No. 835718024RT0001 \$105.56

Invoice Total for Current Period \$917.56

Invoice Total for Current Period \$9,297.97

Invoice Summary

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,170.00 | 1.7 | \$1,989.00 |
| Total Hours and Fees | | | 1.7 | \$1,989.00 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,170.00 | 1.6 | \$1,872.00 |
| Total Hours and Fees | | | 1.6 | \$1,872.00 |

Allocated Expenses \$231.66

Other/Miscellaneous \$198.00

Total Expenses **\$429.66**

HST Registration No. 835718024RT0001 **\$557.79**

Invoice Total for Current Period **\$4,848.45**

Kew Media Group Inc. -Tech / Matter No. 474786.0009

Tech

| Name | Title | Rate | Hours | Total |
|-----------------------------|-------------------|----------|------------|-----------------|
| Waleed Ghuneim | Senior Consultant | \$295.00 | 3.0 | \$885.00 |
| Total Hours and Fees | | | 3.0 | \$885.00 |

Near Line Hosting Fee \$406.00

Online Hosting Fees \$406.00

Allocated Expenses \$53.10

Total Expenses **\$865.10**

HST Registration No. 835718024RT0001 **\$227.51**

Invoice Total for Current Period **\$1,977.61**

Invoice Total for Current Period **\$6,826.06**



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

November 30, 2022
FTI Invoice No. 29005632
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through November 30, 2022

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|-----------------|-------------|--------------|-------------------|
| Mrvoje Muhek | Senior Director | \$875.00 | 1.9 | \$1,662.50 |
| Total Hours and Fees | | | 1.9 | \$1,662.50 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|-----------------|
| Nigel Meakin | Senior Managing Director | \$1,170.00 | 0.8 | \$936.00 |
| Total Hours and Fees | | | 0.8 | \$936.00 |

Allocated Expenses \$155.91

Other/Miscellaneous \$774.08

Total Expenses \$929.99

HST Registration No. 835718024RT0001 \$458.71

Invoice Total for Current Period \$3,987.20

Kew Media Group Inc. -Tech / Matter No. 474786.0009

Near Line Hosting Fee \$812.00

Online Hosting Fees \$812.00

Total Expenses \$1,624.00

HST Registration No. 835718024RT0001 \$211.12

Invoice Total for Current Period \$1,835.12

Invoice Total for Current Period \$5,822.31



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

December 31, 2022
FTI Invoice No. 29005695
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through December 31, 2022

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|---|--------------------------|------------|------------|-----------------------|
| Nigel Meakin | Senior Managing Director | \$1,170.00 | 0.5 | \$585.00 |
| Total Hours and Fees | | | 0.5 | \$585.00 |
| Allocated Expenses | | | | \$35.10 |
| Other/Miscellaneous | | | | \$703.81 |
| Total Expenses | | | | \$738.91 |
| HST Registration No. 835718024RT0001 | | | | \$172.11 |
| Invoice Total for Current Period | | | | \$1,496.02 |
| Invoice Total for Current Period | | | | \$1,496.02 |

Invoice Summary

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|-------------|--------------------|
| Nigel Meakin | Senior Managing Director | \$1,170.00 | 8.2 | \$9,594.00 |
| Hrvoje Muhek | Senior Director | \$875.00 | 0.9 | \$787.50 |
| Sierra De Sousa | Senior Consultant | \$655.00 | 6.3 | \$4,126.50 |
| Total Hours and Fees | | | 15.4 | \$14,508.00 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,170.00 | 3.3 | \$3,861.00 |
| Total Hours and Fees | | | 3.3 | \$3,861.00 |

Allocated Expenses

\$1,102.14

Other/Miscellaneous

\$16.75

Total Expenses

\$1,118.89

HST Registration No. 835718024RT0001

\$2,533.43

Invoice Total for Current Period

\$22,021.32

Kew Media Group Inc. – Tech / Matter No. 474786.0009

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|-------------------|----------|------------|-------------------|
| Isaac Tatineni | Senior Consultant | \$295.00 | 4.5 | \$1,327.50 |
| Total Hours and Fees | | | 4.5 | \$1,327.50 |

Near Line Hosting Fee

\$406.00

Online Hosting Fees

\$406.00

Allocated Expenses

\$79.65

Total Expenses

\$891.65

HST Registration No. 835718024RT0001

\$288.49

Invoice Total for Current Period

\$2,507.64

Invoice Total for Current Period

\$24,510.03



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

March 21, 2023
FTI Invoice No. 29005782
FTI Job No. 474786.0002/.0009
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through March 19, 2023

Kew Media Group Inc. – Receivership / Matter No. 474786.0002

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|-------------------|-------------|--------------|-------------------|
| Sierra De Sousa | Senior Consultant | \$655.00 | 5.2 | \$3,406.00 |
| Total Hours and Fees | | | 5.2 | \$3,406.00 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|-------------|--------------|-----------------|
| Nigel Meakin | Senior Managing Director | \$1,170.00 | 0.6 | \$702.00 |
| Total Hours and Fees | | | 0.6 | \$702.00 |

Allocated Expenses \$246.48

Other/Miscellaneous \$984.13

Total Expenses \$1,230.61

HST Registration No. 835718024RT0001 \$694.02

Invoice Total for Current Period \$6,032.63



Invoice Summary

Kew Media Group Inc.
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

March 31, 2023
FTI Invoice No. 29005794
FTI Job No. 474786.0002
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through March 31, 2023

General Receivership

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,170.00 | 0.3 | \$351.00 |
| Sierra De Sousa | Senior Consultant | \$655.00 | 1.1 | \$720.50 |
| Caitlin Moreland | Receptionist | \$155.00 | 0.2 | \$31.00 |
| Total Hours and Fees | | | 1.6 | \$1,102.50 |

Investigation

| Name | Title | Rate | Hours | Total |
|-----------------------------|--------------------------|------------|------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,170.00 | 3.2 | \$3,744.00 |
| Total Hours and Fees | | | 3.2 | \$3,744.00 |

Allocated Expenses \$290.79

Total Expenses \$290.79

HST Registration No. 835718024RT0001 \$667.85

Invoice Total for Current Period \$5,805.14



Invoice Summary

Truist Bank
c/o FTI Consulting Canada Inc.
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8
Canada

FTI Invoice
FTI Job No.
Terms
Federal I.D. No.
Currency

April 25, 2023
102900000174
474786.0002
Due Upon Receipt
98-1479066
CAD

RE: FTI Engagement

| Activity | Hours | Total |
|----------------------|-------------|-------------------|
| General Receivership | 4.00 | \$4,680.00 |
| Total | 4.00 | \$4,680.00 |

| Name | Title | Rate | Hours | Total |
|------------------------------------|--------------------------|------------|-------------|-------------------|
| Nigel Meakin | Senior Managing Director | \$1,170.00 | 4.00 | \$4,680.00 |
| Total Professional Services | | | 4.00 | \$4,680.00 |

Administrative Fee \$280.80

| Invoice Total | CAD Amount |
|------------------|-------------------|
| | \$4,960.80 |
| HST (13%) | \$644.90 |
| Total Due | \$5,605.70 |

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

GST/HST Registration Number: 835718024RT0001, QST Registration Number: 1230160542TQ0001 | fticonsulting.com

THIS IS **EXHIBIT “C”** REFERRED TO IN THE
AFFIDAVIT OF NIGEL D. MEAKIN,
AFFIRMED REMOTELY BY NIGEL D. MEAKIN
BEFORE ME *BY VIDEO CONFERENCE*, THIS 5th
DAY OF MAY, 2023.



Mike Noel
Commissioner for Taking Affidavits

Exhibit C

Summary of Time Charges

Kew Media Group Inc.
Summary of FTI Invoices
November 1, 2020 - April 23, 2023

| Professional | Title | Hours | Hourly Rate | Total |
|---------------------|--------------------------|--------------|--------------------|-------------------|
| | | 12.3 | \$ 1,020 | \$ 12,546.00 |
| Nigel Meakin | Senior Managing Director | 47 | 1,055 | 49,585.00 |
| | | 28.3 | 1,085 | 30,705.50 |
| | | 24.2 | 1,170 | 28,314.00 |
| | Senior Managing Director | 11.7 | 935 | 10,939.50 |
| James Robinson | Managing Director | 7.2 | 835 | 6,012.00 |
| | | 19.2 | 865 | 16,608.00 |
| David Freskos | Managing Director | 29.4 | 295 | 8,673.00 |
| Anil Varghese | Managing Director | 10.2 | 985 | 10,047.00 |
| Conor Linehan | Senior Director | 1.5 | 465 | 697.50 |
| | | 3.6 | 770 | 2,772.00 |
| | Senior Director | 20.5 | 810 | 16,605.00 |
| Hrvoje Muhek | | 2.8 | 875 | 2,450.00 |
| | Director | 3.2 | 615 | 1,968.00 |
| | | 14.2 | 640 | 9,088.00 |
| Sierra De Sousa | Senior Consultant | 12.6 | 655 | 8,253.00 |
| Waleed Ghuneim | Senior Consultant | 23.5 | 295 | 6,932.50 |
| Jacob Lensing | Senior Consultant | 11.6 | 625 | 7,250.00 |
| Eric Morley | Senior Consultant | 0.8 | 295 | 236.00 |
| | | 4.3 | 490 | 2,107.00 |
| Tyler Rivas-Perri | Senior Consultant | 10.3 | 505 | 5,201.50 |
| | | 2.7 | 580 | 1,566.00 |
| Isaac Tatineni | Senior Consultant | 11.3 | 295 | 3,333.50 |
| Lauren Song | Consultant | 1 | 295 | 295.00 |
| Sunshine Voelker | Agency Contractor | 0.3 | 225 | 67.50 |
| Kathleen Foster | Executive Assistant I | 0.6 | 140 | 84.00 |
| | | 3.4 | 145 | 493.00 |
| Caitlin Moreland | Receptionist | 0.2 | 155 | 31.00 |
| TOTAL | | 317.9 | \$ | 242,860.50 |

Average Hourly Rate \$ 763.95

THIS IS **EXHIBIT “D”** REFERRED TO IN THE
AFFIDAVIT OF NIGEL D. MEAKIN,
AFFIRMED REMOTELY BY NIGEL D. MEAKIN
BEFORE ME *BY VIDEO CONFERENCE*, THIS 5th
DAY OF MAY, 2023.



Mike Noel

Commissioner for Taking Affidavits

Exhibit D

Description of Services

Kew Media Group Inc.
Schedule of Time Charges
November 1, 2020 - April 23, 2023

| Invoice # | Date | Name | Hours | Amount | Narrative |
|-----------|------------|-------------------|-------|-------------|---|
| 29004515 | 11/4/2020 | Hrvoje Muhek | 1.20 | \$ 738.00 | Calls with Ceridian and Paychex regarding account matters. Internal email correspondence regarding various work streams. |
| 29004515 | 11/4/2020 | James Robinson | 1.40 | \$ 1,169.00 | Review R D prepared by TR and send to NM.; correspond regarding same |
| 29004515 | 11/4/2020 | James Robinson | 0.20 | \$ 167.00 | Payment coordination and approvals; |
| 29004515 | 11/2/2020 | Nigel Meakin | 2.20 | \$ 2,244.00 | [REDACTED]; Court report re productions. Discussions re library valuation issues |
| 29004515 | 11/3/2020 | Nigel Meakin | 1.20 | \$ 1,224.00 | Court report and motion materials. |
| 29004515 | 11/4/2020 | Nigel Meakin | 0.70 | \$ 714.00 | Update report and affidavit. Correspondence with counsel re various matters |
| 29004515 | 11/4/2020 | Nigel Meakin | 0.40 | \$ 408.00 | [REDACTED] |
| 29004515 | 11/6/2020 | Nigel Meakin | 2.20 | \$ 2,244.00 | Court report. Fee approvals. |
| 29004515 | 11/5/2020 | Tyler Rivas-Perri | 0.50 | \$ 245.00 | Preparing HST return for September and October for KMG |
| 29004515 | 11/4/2020 | Tyler Rivas-Perri | 2.50 | \$ 1,225.00 | Preparing and sending TR forms for several transactions over the past month. .5 Updating the R&D for Kew Media to November 4th for additional transactions that have occurred since the last R&D. - 1 Updating the Fee affidavit summary for Invoices incurred through November 6th - 1 |
| 29004522 | 11/10/2020 | Jacob Lensing | 1.50 | \$ 937.50 | [REDACTED]; Reviewed most recent search term hit report. |
| 29004522 | 11/12/2020 | Jacob Lensing | 2.20 | \$ 1,375.00 | [REDACTED] |
| 29004522 | 11/13/2020 | Jacob Lensing | 1.00 | \$ 625.00 | [REDACTED] |
| 29004522 | 11/13/2020 | James Robinson | 0.40 | \$ 334.00 | Banking matters; correspond with Kate for miscellaneous insurance refund receipt, and payment review; |
| 29004543 | 11/30/2020 | Hrvoje Muhek | 0.80 | \$ 492.00 | Researched the Company's records for 2019 audit materials. |
| 29004543 | 11/22/2020 | Jacob Lensing | 1.40 | \$ 875.00 | [REDACTED] |
| 29004543 | 11/16/2020 | Jacob Lensing | 2.40 | \$ 1,500.00 | [REDACTED] |
| 29004543 | 11/20/2020 | James Robinson | 0.60 | \$ 501.00 | Review of October GL report and sales tax summary; discuss edits to be made with TR; prepare RA1 for receivership fees and coordinate payment; |
| 29004543 | 11/27/2020 | James Robinson | 0.30 | \$ 250.50 | Respond to info request from NM, search for info and respond regarding same; |
| 29004543 | 11/25/2020 | James Robinson | 0.10 | \$ 83.50 | Respond to KMG insurance broker emails regarding refund cheque to be received; |
| 29004543 | 11/24/2020 | James Robinson | 0.40 | \$ 334.00 | KMG website updates for receiver motion record, and third report; correspondence with Kate regarding same; |
| 29004543 | 11/30/2020 | James Robinson | 0.30 | \$ 250.50 | Review of files and email for NW regarding GT engagement letter; |
| 29004543 | 11/23/2020 | James Robinson | 0.20 | \$ 167.00 | Review and approve KMG payments; |
| 29004543 | 11/24/2020 | Kathleen Foster | 0.30 | \$ 42.00 | Website update for KMG. Requested by Jim Robinson. |
| 29004543 | 11/19/2020 | Nigel Meakin | 0.90 | \$ 918.00 | [REDACTED]; correspondence |
| 29004543 | 11/23/2020 | Nigel Meakin | 0.40 | \$ 408.00 | Affidavit and court report |
| 29004543 | 11/24/2020 | Nigel Meakin | 0.40 | \$ 408.00 | [REDACTED] |
| 29004543 | 11/26/2020 | Nigel Meakin | 0.40 | \$ 408.00 | Call with counsel |
| 29004543 | 11/27/2020 | Nigel Meakin | 0.60 | \$ 612.00 | Call with counsel |
| 29004543 | 11/30/2020 | Tyler Rivas-Perri | 0.80 | \$ 392.00 | Preparing and submitting the HST returns for September and October |
| 29004567 | 12/1/2020 | Hrvoje Muhek | 0.70 | \$ 430.50 | Prepared several wire payments - 15 min. Internal correspondence regarding WSIB matters - 10 min. Call with the Ministry of Finance regarding EHT owed for 2019 - 15 min. |
| 29004567 | 12/3/2020 | James Robinson | 0.20 | \$ 167.00 | Review payments |
| 29004567 | 12/1/2020 | James Robinson | 0.40 | \$ 334.00 | Review payments; correspondence with TR regarding closure of accounts and responding to inquiries received; |
| 29004567 | 12/4/2020 | Nigel Meakin | 1.20 | \$ 1,224.00 | [REDACTED] |
| 29004567 | 12/1/2020 | Tyler Rivas-Perri | 0.50 | \$ 245.00 | Call with WSIB to resolve issues with outstanding balances regarding KMIC |
| 29004577 | 12/8/2020 | Hrvoje Muhek | 0.30 | \$ 184.50 | Prepared and submitted estimated vendor cash outflows over the forecast horizon. |
| 29004577 | 12/9/2020 | James Robinson | 1.80 | \$ 1,503.00 | Update R&D for November receipts and disbursements; reconciliation to bank statement; incorporate into R&D forecast format; prepare forecast estimate and update analysis; |
| 29004577 | 12/8/2020 | James Robinson | 0.20 | \$ 167.00 | Website postings for fee approval and TCB distribution orders; |
| 29004577 | 12/7/2020 | James Robinson | 0.20 | \$ 167.00 | Website updates and postings; |
| 29004577 | 12/8/2020 | Kathleen Foster | 0.30 | \$ 42.00 | Website update for KMG. Requested by Jim Robinson. |
| 29004577 | 12/8/2020 | Nigel Meakin | 0.30 | \$ 306.00 | Preparation for and attendance at court |
| 29004577 | 12/11/2020 | Nigel Meakin | 0.70 | \$ 714.00 | R&D. Distribution matters |

Kew Media Group Inc.
Schedule of Time Charges
November 1, 2020 - April 23, 2023

| Invoice # | Date | Name | Hours | Amount | Narrative |
|-----------|------------|-------------------|-------|-------------|--|
| 29004584 | 12/16/2020 | Hrvoje Muhek | 0.20 | \$ 123.00 | Prepare a vendor wire payment. |
| 29004584 | 12/16/2020 | James Robinson | 0.20 | \$ 167.00 | Wire coordination and follow-up; payment review and follow up on on-going service end dates and status; |
| 29004584 | 12/18/2020 | James Robinson | 0.10 | \$ 83.50 | Review and approval of disbursements; |
| 29004584 | 12/14/2020 | Nigel Meakin | 0.70 | \$ 714.00 | Distribution matters. Calls with counsel |
| 29004609 | 12/23/2020 | James Robinson | 0.10 | \$ 83.50 | Review and approval of wire payment. |
| 29004609 | 12/21/2020 | James Robinson | 0.10 | \$ 83.50 | Review payment, approvals, and coordination; |
| 29004625 | 1/2/2021 | Hrvoje Muhek | 0.40 | \$ 256.00 | Reached out to several vendors regarding a quote to liquidate IT equipment located in Los Angeles. |
| 29004625 | 1/3/2021 | Hrvoje Muhek | 1.00 | \$ 640.00 | Prepared and mailed T4 slips to 20 former KMG and KMIC employees. |
| 29004625 | 1/7/2021 | Hrvoje Muhek | 0.40 | \$ 256.00 | Emails and a phone call with the Canadian payroll provider regarding payroll registers from 2019. |
| 29004625 | 1/6/2021 | Hrvoje Muhek | 2.20 | \$ 1,408.00 | Searched and retrieved KMG and KMIC historical payroll register reports for 2020 and 2019 using Dayforce and Google Drive. Internal email correspondence regarding the CRA payroll audit. |
| 29004625 | 1/7/2021 | James Robinson | 0.10 | \$ 86.50 | Review/approve transfer of funds from TD account to receiver account for tax refund received; |
| 29004625 | 1/5/2021 | James Robinson | 0.40 | \$ 346.00 | Correspond regarding T4 remittance and review of information sent; payment review and processing; review HST return status and refunds; |
| 29004625 | 1/7/2021 | James Robinson | 0.20 | \$ 173.00 | Review cheque details received, and correspond with broker and team regarding same; |
| 29004625 | 1/7/2021 | Nigel Meakin | 0.50 | \$ 527.50 | Calls with counsel |
| 29004625 | 1/7/2021 | Nigel Meakin | 0.30 | \$ 316.50 | Call with counsel. |
| 29004625 | 1/8/2021 | Nigel Meakin | 0.70 | \$ 738.50 | Calls with counsel and bank counsel |
| 29004625 | 1/8/2021 | Tyler Rivas-Perri | 2.00 | \$ 1,010.00 | Preparation of TR forms, R&D and HST return for December. |
| 29004631 | 1/11/2021 | James Robinson | 0.30 | \$ 259.50 | Correspondence with insurance broker regarding refund cheque received; call and email correspondence with TD bank representative regarding sales tax refund transfer to receivership account; |
| 29004631 | 1/12/2021 | James Robinson | 0.50 | \$ 432.50 | Review of updated R&D from TR and correspondence regarding TRs to be completed; review of December sales tax return information; |
| 29004631 | 1/12/2021 | Nigel Meakin | 1.20 | \$ 1,266.00 | Call with syndicate and counsel.; call with counsel |
| 29004631 | 1/14/2021 | Nigel Meakin | 0.90 | \$ 949.50 | [REDACTED] Review of materials. |
| 29004631 | 1/14/2021 | Nigel Meakin | 1.60 | \$ 1,688.00 | [REDACTED] Calls with counsel. |
| 29004636 | 1/21/2021 | Hrvoje Muhek | 1.80 | \$ 1,152.00 | Prepared KMG and KMIC payroll audit documents for the trust accounts examiner. |
| 29004636 | 1/22/2021 | Hrvoje Muhek | 0.60 | \$ 384.00 | Call with the trust account examiner (CRA) regarding the payroll audit. Call with the US payroll provider regarding W2's. Internal call and email regarding US employee matters. |
| 29004636 | 1/18/2021 | James Robinson | 0.50 | \$ 432.50 | Coordination of website document postings and status updates; review filed materials. |
| 29004636 | 1/18/2021 | Kathleen Foster | 1.00 | \$ 145.00 | Website updates performed for FTI Case Sites for KMG. Requested by Tyler Rivas-Perri and Jim Robinson. |
| 29004636 | 1/18/2021 | Nigel Meakin | 0.80 | \$ 844.00 | Court. Correspondence with counsel |
| 29004636 | 1/21/2021 | Nigel Meakin | 1.70 | \$ 1,793.50 | [REDACTED] |
| 29004649 | 1/25/2021 | Hrvoje Muhek | 0.40 | \$ 256.00 | Internal email correspondence regarding US payroll matters. |
| 29004649 | 1/26/2021 | Hrvoje Muhek | 0.30 | \$ 192.00 | Internal correspondence regarding year end reports for the US based employees. |
| 29004649 | 1/27/2021 | Hrvoje Muhek | 0.40 | \$ 256.00 | Call with CRA regarding the payroll tax audit for KMG and KMIC entities. Email to the company's US payroll provider. |
| 29004649 | 1/29/2021 | Hrvoje Muhek | 1.30 | \$ 832.00 | Phone call with the company's US payroll provider regarding year end tax reports and procedures. Internal correspondence regarding the US year end tax reporting matters. Phone call with CRA regarding the payroll audit for KMG and KMIC entities. the |
| 29004649 | 1/29/2021 | Nigel Meakin | 1.10 | \$ 1,160.50 | [REDACTED] |
| 29004674 | 2/1/2021 | Hrvoje Muhek | 0.30 | \$ 192.00 | Prepared a wire payment and email to the US payroll provider. |
| 29004674 | 2/3/2021 | Hrvoje Muhek | 0.20 | \$ 128.00 | Call with CRA regarding KMG and KMIC payroll audit. |
| 29004674 | 2/1/2021 | James Robinson | 0.10 | \$ 86.50 | Review and approve wire payments; |
| 29004674 | 2/3/2021 | James Robinson | 0.60 | \$ 519.00 | Call with TR regarding draft R&D and outstanding questions; initial review of R&D; |
| 29004674 | 2/5/2021 | James Robinson | 0.10 | \$ 86.50 | Review and approve payments; |
| 29004674 | 2/5/2021 | James Robinson | 0.80 | \$ 692.00 | Call with TR regarding updated R&D and review same; begin outline for second 246(2) report; |
| 29004674 | 2/2/2021 | Tyler Rivas-Perri | 2.50 | \$ 1,262.50 | Preparing TR forms for the all transactions occurring during January 2021- .5Preparing the R&D for January 31, 2021 - 1 Preparing the R&D table from August 31 to January 31, 2021 - 1 |
| 29004679 | 2/11/2021 | Hrvoje Muhek | 0.80 | \$ 512.00 | Prepared additional requested documents for the payroll audit of KMG and KMIC as requested by CRA. |
| 29004679 | 2/10/2021 | James Robinson | 3.80 | \$ 3,287.00 | Continue drafting of second interim report of the receiver and review of relevant materials regarding same; finalize R&D; |

Kew Media Group Inc.
Schedule of Time Charges
November 1, 2020 - April 23, 2023

| Invoice # | Date | Name | Hours | Amount | Narrative |
|-----------|------------|-------------------|-------|-------------|--|
| 29004679 | 2/10/2021 | James Robinson | 0.20 | \$ 173.00 | Review mail received and correspond with TR and HM regarding same; |
| 29004679 | 2/11/2021 | James Robinson | 1.20 | \$ 1,038.00 | Second review of report and send to NM for comment; |
| 29004679 | 2/12/2021 | James Robinson | 1.00 | \$ 865.00 | Final review of report with NM edits and file report; |
| 29004679 | 2/8/2021 | Nigel Meakin | 0.60 | \$ 633.00 | [REDACTED] Correspondence with counsel |
| 29004679 | 2/8/2021 | Nigel Meakin | 0.60 | \$ 633.00 | [REDACTED] |
| 29004679 | 2/9/2021 | Nigel Meakin | 1.60 | \$ 1,688.00 | [REDACTED] Calls with counsel. [REDACTED] |
| 29004679 | 2/12/2021 | Nigel Meakin | 1.20 | \$ 1,266.00 | Review and revision of s246 report. |
| 29004679 | 2/12/2021 | Tyler Rivas-Perri | 0.30 | \$ 151.50 | Prepare January HST return; Prepare cash flow wire request form for TD. |
| 29004689 | 2/15/2021 | Jacob Lensing | 3.10 | \$ 1,937.50 | [REDACTED] |
| 29004689 | 2/16/2021 | James Robinson | 0.70 | \$ 605.50 | Correspond with OSB regarding 246(2) report and coordination of posting to KMG website. TR forms coordination. Review January sales tax return data and correspond with TR regarding same. |
| 29004689 | 2/17/2021 | James Robinson | 0.20 | \$ 173.00 | Payment review and approvals. |
| 29004689 | 2/17/2021 | Kathleen Foster | 0.30 | \$ 43.50 | Website updates performed for FTI Case Sites for KMG. Requested by Tyler Rivas-Perri and Jim Robinson. |
| 29004689 | 2/16/2021 | Nigel Meakin | 0.50 | \$ 527.50 | Discussions and correspondence with counsel |
| 29004689 | 2/18/2021 | Nigel Meakin | 0.70 | \$ 738.50 | [REDACTED] Transfer docs to counsel |
| 29004689 | 2/17/2021 | Tyler Rivas-Perri | 0.20 | \$ 101.00 | Preparing and submission of monthly HST return for January. |
| 29004689 | 10/20/2020 | David Freskos | 1.00 | \$ 295.00 | 225/DDS - coordinate matter setup and data staging |
| 29004689 | 10/21/2020 | David Freskos | 1.00 | \$ 295.00 | 225/DDS - coordinate matter setup and data staging |
| 29004689 | 10/28/2020 | David Freskos | 1.60 | \$ 472.00 | 225 - Database preparation |
| 29004689 | 10/29/2020 | David Freskos | 2.40 | \$ 708.00 | 225 - Database preparation |
| 29004689 | 10/30/2020 | David Freskos | 1.80 | \$ 531.00 | 225 - Database preparation |
| 29004689 | 11/10/2020 | David Freskos | 3.60 | \$ 1,062.00 | 433 - Work with FTI Toronto team to [REDACTED] |
| 29004689 | 11/11/2020 | David Freskos | 1.20 | \$ 354.00 | 433 - Work with FTI Toronto team to [REDACTED] |
| 29004689 | 11/13/2020 | David Freskos | 1.20 | \$ 354.00 | 225 - Prepare [REDACTED] |
| 29004689 | 11/3/2020 | Eric Morley | 0.80 | \$ 236.00 | Adjust L2 permissions to enable print to PDF and download native to local computer; [REDACTED] |
| 29004689 | 1/8/2021 | Lauren Song | 1.00 | \$ 295.00 | Imaging; provide review support - export of documents with redactions |
| 29004689 | 10/20/2020 | Waleed Ghuneim | 0.80 | \$ 236.00 | Attend kick-off call with team and discuss the goals of the project as well as the steps to be taken. |
| 29004689 | 10/23/2020 | Waleed Ghuneim | 1.20 | \$ 354.00 | Attend call [REDACTED] |
| 29004689 | 10/26/2020 | Waleed Ghuneim | 2.50 | \$ 737.50 | [REDACTED] |
| 29004689 | 10/27/2020 | Waleed Ghuneim | 3.50 | \$ 1,032.50 | [REDACTED] |
| 29004689 | 10/28/2020 | Waleed Ghuneim | 3.50 | \$ 1,032.50 | [REDACTED] |
| 29004689 | 10/29/2020 | Waleed Ghuneim | 0.50 | \$ 147.50 | Meet with counsel [REDACTED] convey results to team. |
| 29004689 | 10/30/2020 | Waleed Ghuneim | 0.50 | \$ 147.50 | [REDACTED] |
| 29004689 | 11/4/2020 | Waleed Ghuneim | 1.00 | \$ 295.00 | [REDACTED] |
| 29004699 | 2/26/2021 | James Robinson | 0.20 | \$ 173.00 | Payments and email correspondence regarding miscellaneous equipment; |
| 29004699 | 2/25/2021 | Hrvoje Muhek | 0.30 | \$ 192.00 | Call with CRA regarding KMG and KMIC payroll audits for 2020. |

Kew Media Group Inc.
Schedule of Time Charges
November 1, 2020 - April 23, 2023

| Invoice # | Date | Name | Hours | Amount | Narrative |
|-----------|-----------|-------------------|-------|-------------|--|
| 29004699 | 2/28/2021 | Hrvoje Muhek | 2.90 | \$ 1,856.00 | Reconciliation of CPP, EI, and tax overpayments for KMG interim payroll paid on Feb 28, 2020 for purposes of CRA payroll audit and collection of an associated refund. |
| 29004734 | 3/2/2021 | Hrvoje Muhek | 0.40 | \$ 256.00 | Finalize the payroll audit documents for KMG and KMIC. Internal call regarding the payroll audit. |
| 29004734 | 3/4/2021 | Hrvoje Muhek | 0.30 | \$ 192.00 | Call with CRA regarding the payroll audit for KMG and KMIC. Internal correspondence regarding the payroll audit. |
| 29004734 | 3/11/2021 | Nigel Meakin | 4.20 | \$ 4,431.00 | Calls with counsel. [REDACTED] |
| 29004740 | 3/15/2021 | Hrvoje Muhek | 0.20 | \$ 128.00 | Correspondence with [REDACTED] |
| 29004740 | 3/16/2021 | Nigel Meakin | 1.00 | \$ 1,055.00 | [REDACTED] |
| 29004740 | 3/15/2021 | Tyler Rivas-Perri | 0.90 | \$ 454.50 | Preparing TR forms for month of February. |
| 29004752 | 3/22/2021 | Nigel Meakin | 0.40 | \$ 422.00 | Calls and discussions re potential UK action |
| 29004752 | 3/23/2021 | Nigel Meakin | 0.30 | \$ 316.50 | Calls and discussions re potential UK action |
| 29004752 | 3/25/2021 | Nigel Meakin | 1.20 | \$ 1,266.00 | Calls and discussions re potential UK action |
| 29004814 | 4/6/2021 | Nigel Meakin | 0.40 | \$ 422.00 | Call with UK administrator regarding potential examinations |
| 29004814 | 4/16/2021 | Nigel Meakin | 0.80 | \$ 844.00 | Calls with counsel. |
| 29004814 | 4/29/2021 | Nigel Meakin | 0.60 | \$ 633.00 | Review of correspondence, [REDACTED] |
| 29004814 | 4/30/2021 | Nigel Meakin | 0.40 | \$ 422.00 | [REDACTED] |
| 29004814 | 4/5/2021 | Tyler Rivas-Perri | 1.20 | \$ 606.00 | Prepare payments and TR forms for Kew. |
| 29004814 | 4/19/2021 | Tyler Rivas-Perri | 2.10 | \$ 1,060.50 | Preparing the R&D for Kew Media for February and March. |
| 29004832 | 5/10/2021 | Hrvoje Muhek | 0.40 | \$ 308.00 | Prepared several vendor wire payments in respect of outstanding invoices for data storage services. |
| 29004832 | 5/11/2021 | Tyler Rivas-Perri | 0.20 | \$ 101.00 | Call with CRA to discuss HST returns. |
| 29004979 | 6/15/2021 | Hrvoje Muhek | 0.50 | \$ 385.00 | Call with CRA regarding the HST/GST audit for 2020 and 2019. |
| 29004979 | 6/23/2021 | Hrvoje Muhek | 0.30 | \$ 231.00 | Call with J. Robinson and T. Rivas (FTI) regarding the CRA GST/HST audit for years 2019 and 2020. |
| 29004979 | 8/17/2021 | James Robinson | 2.80 | \$ 2,422.00 | Prepare third interim 246(2) report; review R&D prepared by TR; [REDACTED]; address various income tax and indirect tax audit matters, and correspond with CRA regarding same; further review of draft review; |
| 29004979 | 8/18/2021 | James Robinson | 2.20 | \$ 1,903.00 | Prepare third interim 246(2) report; review R&D prepared by TR; [REDACTED]; address various income tax and indirect tax audit matters, and correspond with CRA regarding same; further review of draft review; |
| 29004979 | 8/19/2021 | James Robinson | 0.70 | \$ 605.50 | Prepare third interim 246(2) report; review R&D prepared by TR; [REDACTED]; address various income tax and indirect tax audit matters, and correspond with CRA regarding same; further review of draft review; |
| 29004979 | 8/26/2021 | James Robinson | 0.40 | \$ 346.00 | [REDACTED], and coordinate website updates; |
| 29004979 | 8/6/2021 | Kathleen Foster | 0.30 | \$ 43.50 | Website updates performed for FTI Case Sites for KMG. Requested by Jim Robinson. |
| 29004979 | 8/25/2021 | Kathleen Foster | 0.30 | \$ 43.50 | Website updates performed for FTI Case Sites for KMG. Requested by Jim Robinson. |
| 29004979 | 5/27/2021 | Nigel Meakin | 0.80 | \$ 844.00 | Call with counsel and UK counsel re recognition of investigative powers |
| 29004979 | 6/17/2021 | Nigel Meakin | 0.30 | \$ 316.50 | Review of memoranda from counsel |
| 29004979 | 6/18/2021 | Nigel Meakin | 0.50 | \$ 527.50 | [REDACTED] |
| 29004979 | 7/5/2021 | Nigel Meakin | 1.00 | \$ 1,055.00 | [REDACTED] |
| 29004979 | 7/6/2021 | Nigel Meakin | 0.70 | \$ 738.50 | [REDACTED] |
| 29004979 | 7/7/2021 | Nigel Meakin | 0.50 | \$ 527.50 | [REDACTED] |
| 29004979 | 8/25/2021 | Nigel Meakin | 2.80 | \$ 2,954.00 | S246 report. Court report |
| 29004979 | 8/26/2021 | Nigel Meakin | 2.20 | \$ 2,321.00 | S246 report. Court report |
| 29004979 | 8/27/2021 | Nigel Meakin | 3.00 | \$ 3,165.00 | S246 report. Court report |
| 29004979 | 7/12/2021 | Nigel Meakin | 0.30 | \$ 316.50 | Call with JR re HST audit matters |
| 29004979 | 7/14/2021 | Nigel Meakin | 0.30 | \$ 316.50 | Call with counsel |
| 29004979 | 7/21/2021 | Nigel Meakin | 0.50 | \$ 527.50 | [REDACTED] |
| 29004979 | 7/22/2021 | Nigel Meakin | 1.10 | \$ 1,160.50 | [REDACTED] review of correspondence |
| 29004979 | 8/3/2021 | Nigel Meakin | 0.70 | \$ 738.50 | [REDACTED] |
| 29004979 | 8/23/2021 | Nigel Meakin | 1.20 | \$ 1,266.00 | S246 report. Court report |
| 29004979 | 8/11/2021 | Tyler Rivas-Perri | 0.40 | \$ 202.00 | Prepare R&D summary for a court report from the period from February 1 to July 31. |
| 29005039 | 9/20/2021 | Hrvoje Muhek | 0.30 | \$ 231.00 | Call with CRA regarding HST/GST audit. |
| 29005039 | 9/22/2021 | Hrvoje Muhek | 0.40 | \$ 308.00 | Correspondence with a vendor regarding payment for services provided. Prepare payments to several vendors. |
| 29005039 | 9/27/2021 | Hrvoje Muhek | 0.20 | \$ 154.00 | Organize conference call with CRA regarding the HST / GST audit. |

**Kew Media Group Inc.
Schedule of Time Charges
November 1, 2020 - April 23, 2023**

| Invoice # | Date | Name | Hours | Amount | Narrative |
|-----------|------------|-------------------|-------|-------------|--|
| 29005039 | 9/2/2021 | Kathleen Foster | 0.30 | \$ 43.50 | Website updates performed for FTI Case Sites for KMG. Requested by Jim Robinson. |
| 29005039 | 9/29/2021 | Kathleen Foster | 0.30 | \$ 43.50 | Website updates performed for FTI Case Sites for KMG. Requested by Jim Robinson. |
| 29005039 | 9/2/2021 | Nigel Meakin | 1.20 | \$ 1,266.00 | Report. Discussions with counsel |
| 29005039 | 9/29/2021 | Nigel Meakin | 1.20 | \$ 1,266.00 | Court report |
| 29005088 | 10/6/2021 | Hrvoje Muhek | 0.50 | \$ 385.00 | Call with CRA to discuss the status of HST/GST audit. |
| 29005088 | 10/6/2021 | Kathleen Foster | 0.30 | \$ 43.50 | Website updates performed for FTI Case Sites for KMG. Requested by Jim Robinson. |
| 29005088 | 10/1/2021 | Nigel Meakin | 0.80 | \$ 844.00 | ██████████ Call with counsel ██████████ |
| 29005088 | 10/5/2021 | Nigel Meakin | 0.70 | \$ 738.50 | ██████████ |
| 29005088 | 10/7/2021 | Nigel Meakin | 0.60 | \$ 633.00 | Preparation for and attendance in court |
| 29005088 | 10/28/2021 | Nigel Meakin | 1.30 | \$ 1,371.50 | Update call with JR. Call with lenders and counsel |
| 29005129 | 11/18/2021 | James Robinson | 1.30 | \$ 1,124.50 | Draft response letter to CRA and attend call with Torys/NM regarding approach; |
| 29005129 | 11/30/2021 | James Robinson | 0.50 | \$ 432.50 | Review comments, edit, finalize and issue CRA letter; |
| 29005129 | 11/5/2021 | Nigel Meakin | 1.50 | \$ 1,582.50 | Calls and discussions with counsel: ██████████ |
| 29005129 | 11/26/2021 | Tyler Rivas-Perri | 0.50 | \$ 252.50 | Call with CRA to obtain update on the ongoing 2020 audit of Kew Media Group. |
| 29005176 | 12/1/2021 | Hrvoje Muhek | 1.00 | \$ 770.00 | ██████████ |
| 29005176 | 12/1/2021 | James Robinson | 0.40 | \$ 346.00 | Call with CRA regarding outstanding income tax returns and sales tax refund holds. |
| 29005176 | 12/9/2021 | Nigel Meakin | 0.50 | \$ 527.50 | ██████████ |
| 29005176 | 12/1/2021 | David Freskos | 1.20 | \$ 354.00 | DDS/225 - Respond to inquiries from FLC. Prepare database access for outside counsel. |
| 29005176 | 12/2/2021 | David Freskos | 1.40 | \$ 413.00 | DDS/225 - Respond to inquiries from FLC. Prepare database access for outside counsel. |
| 29005176 | 12/3/2021 | David Freskos | 1.80 | \$ 531.00 | DDS/225 - Respond to inquiries from FLC. Prepare database access for outside counsel. |
| 29005176 | 12/8/2021 | David Freskos | 1.00 | \$ 295.00 | DDS/225 - respond to inquiries from outside counsel. |
| 29005176 | 12/9/2021 | David Freskos | 1.50 | \$ 442.50 | DDS/225 - respond to inquiries from outside counsel. |
| 29005176 | 12/10/2021 | David Freskos | 1.00 | \$ 295.00 | DDS/225 - respond to inquiries from outside counsel. |
| 29005176 | 12/1/2021 | Waleed Ghuneim | 2.00 | \$ 590.00 | Provide support to review team. |
| 29005176 | 12/9/2021 | Waleed Ghuneim | 1.00 | \$ 295.00 | Provide database support to review team. |
| 29005218 | 1/18/2022 | Anil Varghese | 0.50 | \$ 492.50 | Time spent creating date restriction script related to Net suite data. Time spent running script on all 648 net suite files. Time spent running quality control on final population of data. |
| 29005218 | 1/19/2022 | Anil Varghese | 6.80 | \$ 6,698.00 | Time spent creating date restriction script related to Net suite data. Time spent running script on all 648 net suite files. Time spent running quality control on final population of data. |
| 29005218 | 1/20/2022 | Anil Varghese | 2.40 | \$ 2,364.00 | Time spent creating date restriction script related to Net suite data. Time spent running script on all 648 net suite files. Time spent running quality control on final population of data. |
| 29005218 | 1/20/2022 | Conor Linehan | 1.50 | \$ 697.50 | Employed pandas and regular expression functions in python to quality control date filtering code for Anil. |
| 29005218 | 1/17/2022 | Hrvoje Muhek | 1.10 | \$ 891.00 | Review draft letter to CRA with respect to GST/HST audit for 2018, 2019 and 2020. Retrieve several ad-hoc accounting reports for the auditor. |
| 29005218 | 1/19/2022 | Hrvoje Muhek | 0.30 | \$ 243.00 | Call with J. Robinson (FTI) regarding the HST/GST tax audit. |
| 29005218 | 1/24/2022 | Hrvoje Muhek | 0.10 | \$ 81.00 | Call with J. Robinson (FTI) regarding GST/HST audit for 2019 and 2020. |
| 29005218 | 1/25/2022 | Hrvoje Muhek | 1.10 | \$ 891.00 | Prepare electronic records for the GST/HST audit for 2019 and 2020. |
| 29005218 | 1/26/2022 | Hrvoje Muhek | 0.30 | \$ 243.00 | Internal FTI call and correspondence regarding GST/HST audit. |
| 29005218 | 1/28/2022 | Hrvoje Muhek | 0.20 | \$ 162.00 | Correspondence with CRA regarding the GST/HST audit. |
| 29005218 | 1/11/2022 | James Robinson | 1.10 | \$ 1,028.50 | Draft responses to CRA queries, incorporate NM and Torys comments, further review and edits, confirm facts, finalize, and send to CRA; |
| 29005218 | 1/12/2022 | James Robinson | 0.30 | \$ 280.50 | Draft responses to CRA queries, incorporate NM and Torys comments, further review and edits, confirm facts, finalize, and send to CRA; |
| 29005218 | 1/13/2022 | James Robinson | 0.60 | \$ 561.00 | Draft responses to CRA queries, incorporate NM and Torys comments, further review and edits, confirm facts, finalize, and send to CRA; |
| 29005218 | 1/24/2022 | James Robinson | 0.70 | \$ 654.50 | Finalize letter to CRA regarding IT audit requests and related discussions with team; |
| 29005218 | 1/4/2022 | Nigel Meakin | 0.20 | \$ 217.00 | Correspondence with counsel |
| 29005218 | 1/24/2022 | Nigel Meakin | 0.30 | \$ 325.50 | Review of CRA correspondence and response. Call with JR |
| 29005218 | 1/26/2022 | Nigel Meakin | 0.80 | \$ 868.00 | Call with lenders. Correspondence with counsel |
| 29005218 | 12/8/2021 | Sunshine Voelker | 0.30 | \$ 67.50 | Perform date searches in F07525_Nylander per Dave Freskos. |
| 29005218 | 12/20/2021 | Waleed Ghuneim | 3.00 | \$ 885.00 | Provide database support to review teams. |
| 29005308 | 2/4/2022 | David Freskos | 1.20 | \$ 354.00 | Provide additional user access |
| 29005308 | 2/16/2022 | David Freskos | 0.50 | \$ 147.50 | Conference call with Canadian counsel. |

Kew Media Group Inc.
Schedule of Time Charges
November 1, 2020 - April 23, 2023

| Invoice # | Date | Name | Hours | Amount | Narrative |
|-----------|-----------|-------------------|-------|-------------|---|
| 29005308 | 2/16/2022 | Anil Varghese | 0.50 | \$ 492.50 | Time spent in meetings with counsel to discuss the structured data that is currently saved on the network |
| 29005308 | 2/4/2022 | Hrvoje Muhek | 0.50 | \$ 405.00 | Prepare Kew Media shared drive access for the receiver's counsel. |
| 29005308 | 2/8/2022 | Hrvoje Muhek | 0.30 | \$ 243.00 | FTI internal correspondence regarding GST / HST audit matters. |
| 29005308 | 2/10/2022 | Hrvoje Muhek | 0.40 | \$ 324.00 | Internal FTI correspondence regarding GST / HST audit related to email received from the auditor on Feb 10. |
| 29005308 | 2/11/2022 | Hrvoje Muhek | 0.30 | \$ 243.00 | Respond to CRA regarding GST / HST audit question dated Feb 10. |
| 29005308 | 2/16/2022 | Hrvoje Muhek | 0.50 | \$ 405.00 | Call with the Monitor's counsel to discuss preservation of data and documents obtained from Kew Media Group. |
| 29005308 | 2/17/2022 | Hrvoje Muhek | 1.90 | \$ 1,539.00 | Call and email correspondence with CRA regarding the Receiver's account authorities and requested account changes. Prepare and mail an RC366 form to CRA. |
| 29005308 | 3/8/2022 | Hrvoje Muhek | 0.60 | \$ 486.00 | Finalize and distribute the consolidated listing of physical and electronic records in Receiver's possession to the Receiver's counsel. |
| 29005308 | 2/22/2022 | Hrvoje Muhek | 1.40 | \$ 1,134.00 | Internal correspondence regarding the counsel's request for a consolidated listing of all physical and electronic data collected. Review of existing data list. Preparation of a consolidated physical and electronic data listing. |
| 29005308 | 2/23/2022 | Hrvoje Muhek | 0.30 | \$ 243.00 | Internal correspondence regarding the counsel's request for a consolidated listing of all physical and electronic data collected. |
| 29005308 | 2/28/2022 | Hrvoje Muhek | 0.30 | \$ 243.00 | FTI internal correspondence regarding physical and electronic data requested by counsel. |
| 29005308 | 3/1/2022 | Hrvoje Muhek | 0.60 | \$ 486.00 | Call with the CRA auditor regarding the GST/HST audit for 2019 and 2020. |
| 29005308 | 3/2/2022 | Hrvoje Muhek | 0.30 | \$ 243.00 | Internal FTI correspondence regarding the GST/HST audit for 2019 and 2020. |
| 29005308 | 3/7/2022 | Hrvoje Muhek | 0.90 | \$ 729.00 | Finalize edits to the consolidating listing of physical and electronic records in receiver's possession prepared at the request of counsel. |
| 29005308 | 2/16/2022 | James Robinson | 0.50 | \$ 467.50 | [REDACTED] |
| 29005308 | 3/17/2022 | James Robinson | 1.20 | \$ 1,122.00 | Drafting of interim report |
| 29005308 | 2/4/2022 | Nigel Meakin | 0.50 | \$ 542.50 | [REDACTED] |
| 29005308 | 3/23/2022 | Nigel Meakin | 1.50 | \$ 1,627.50 | [REDACTED] Discussions with counsel |
| 29005308 | 3/28/2022 | Nigel Meakin | 3.10 | \$ 3,363.50 | S246. Calls with counsel. Discussions with JR |
| 29005308 | 3/30/2022 | Nigel Meakin | 0.90 | \$ 976.50 | Report revision |
| 29005308 | 2/28/2022 | Tyler Rivas-Perri | 0.40 | \$ 232.00 | Prepare R&D from August - January 2022, Prepare January 2022 Tax calculation. |
| 29005308 | 3/3/2022 | Tyler Rivas-Perri | 1.50 | \$ 870.00 | Prepare Kew supporting documents and letter for CRA review October 2021 to January 2022 returns. |
| 29005369 | 4/4/2022 | Hrvoje Muhek | 1.00 | \$ 810.00 | Draft letter to CRA regarding the GST/HST audit. Internal FTI call regarding the GST/HST audit. [REDACTED] |
| 29005369 | 4/5/2022 | Hrvoje Muhek | 0.30 | \$ 243.00 | [REDACTED] |
| 29005369 | 4/8/2022 | Hrvoje Muhek | 0.80 | \$ 648.00 | Internal FTI call to discuss steps to complete the receivership. Email correspondence with CRA regarding the GST/HST audit. |
| 29005369 | 4/12/2022 | Hrvoje Muhek | 0.40 | \$ 324.00 | Internal correspondence and coordination related to retention of Iron Mountain records and destruction quote. |
| 29005369 | 4/14/2022 | Hrvoje Muhek | 0.30 | \$ 243.00 | Internal correspondence regarding CRA matters. Email to CRA auditor regarding the GST/HST audit. |
| 29005369 | 4/5/2022 | James Robinson | 0.50 | \$ 467.50 | [REDACTED] |
| 29005369 | 4/7/2022 | James Robinson | 1.50 | \$ 1,402.50 | Prepare wind down steps and CF estimate (1.5 hrs); attend call with NM and HM regarding next step (0.5 hrs); review tax letter and provide comments to HM (0.5 hrs); |
| 29005369 | 4/8/2022 | James Robinson | 1.00 | \$ 935.00 | Prepare wind down steps and CF estimate (1.5 hrs); attend call with NM and HM regarding next step (0.5 hrs); review tax letter and provide comments to HM (0.5 hrs); |
| 29005369 | 4/11/2022 | James Robinson | 0.50 | \$ 467.50 | [REDACTED] |
| 29005369 | 4/26/2022 | James Robinson | 0.70 | \$ 654.50 | Website posting and coordination; TD bank account closure and letter correspondence; update cost to complete analysis; |
| 29005369 | 4/28/2022 | James Robinson | 0.50 | \$ 467.50 | Website posting and coordination; TD bank account closure and letter correspondence; update cost to complete analysis; |
| 29005369 | 4/6/2022 | Kathleen Foster | 0.30 | \$ 43.50 | Website updates performed for FTI Case Sites for KMG. Requested by Jim Robinson. |
| 29005369 | 4/27/2022 | Kathleen Foster | 0.30 | \$ 43.50 | Website updates performed for FTI Case Sites for KMG. Requested by Jim Robinson. |
| 29005369 | 4/4/2022 | Nigel Meakin | 1.60 | \$ 1,736.00 | S246 report |
| 29005369 | 4/5/2022 | Nigel Meakin | 1.10 | \$ 1,193.50 | Discussions re outstanding issues, [REDACTED] and other matters |
| 29005369 | 4/8/2022 | Nigel Meakin | 0.50 | \$ 542.50 | Discussion with team re work plan requirements and estimates |
| 29005369 | 4/11/2022 | Nigel Meakin | 1.40 | \$ 1,519.00 | [REDACTED]. Call with counsel re GT Canada matters and bank reporting |
| 29005369 | 4/18/2022 | Nigel Meakin | 0.50 | \$ 542.50 | [REDACTED] |
| 29005369 | 4/25/2022 | Nigel Meakin | 0.80 | \$ 868.00 | [REDACTED] correspondence |

Kew Media Group Inc.
Schedule of Time Charges
November 1, 2020 - April 23, 2023

| Invoice # | Date | Name | Hours | Amount | Narrative |
|-----------|------------|-------------------|-------|-------------|---|
| 29005369 | 4/26/2022 | Nigel Meakin | 0.40 | \$ 434.00 | [REDACTED] |
| 29005369 | 4/1/2022 | David Freskos | 1.00 | \$ 295.00 | [REDACTED] |
| 29005369 | 4/4/2022 | David Freskos | 2.60 | \$ 767.00 | Prepare additional data for processing. |
| 29005369 | 4/5/2022 | David Freskos | 2.40 | \$ 708.00 | Prepare additional data for processing. |
| 29005369 | 4/1/2022 | Isaac Tatineni | 1.50 | \$ 442.50 | [REDACTED] |
| 29005369 | 4/4/2022 | Isaac Tatineni | 3.00 | \$ 885.00 | [REDACTED] |
| 29005369 | 4/4/2022 | Isaac Tatineni | 1.50 | \$ 442.50 | [REDACTED] |
| 29005369 | 4/8/2022 | Isaac Tatineni | 0.80 | \$ 236.00 | [REDACTED] |
| 29005369 | 4/1/2022 | Waleed Ghuneim | 1.00 | \$ 295.00 | Attend meet and confer and prepare. |
| 29005405 | 5/19/2022 | Hrvoje Muhek | 0.50 | \$ 405.00 | Call with the CRA auditor regarding GST / HST audit for 2019 and 2020. |
| 29005405 | 5/18/2022 | James Robinson | 0.50 | \$ 467.50 | Address various taxation matters with team and discussions/correspondence on same; review letter from CRA regarding notice of assessment; |
| 29005405 | 5/19/2022 | James Robinson | 0.40 | \$ 374.00 | review April sales tax return prepared by TR; further correspondence on tax matters; |
| 29005405 | 5/2/2022 | Nigel Meakin | 1.10 | \$ 1,193.50 | [REDACTED] |
| 29005405 | 5/10/2022 | Nigel Meakin | 1.20 | \$ 1,302.00 | [REDACTED] Call with counsel |
| 29005405 | 5/16/2022 | Nigel Meakin | 1.10 | \$ 1,193.50 | Correspondence and discussions with counsel. [REDACTED] |
| 29005405 | 5/17/2022 | Nigel Meakin | 0.90 | \$ 976.50 | [REDACTED] |
| 29005482 | 7/6/2022 | Hrvoje Muhek | 0.50 | \$ 405.00 | Call with CRA regarding Notice of Assessment for HST / GST audit for 2019 and 2020. |
| 29005482 | 7/7/2022 | Hrvoje Muhek | 0.30 | \$ 243.00 | Internal FTI call regarding GST / HST audit for 2019 and 2020 and T2 returns. |
| 29005482 | 7/7/2022 | Hrvoje Muhek | 0.30 | \$ 243.00 | Internal correspondence regarding GST / HST audit for 2019 and 2020. |
| 29005482 | 7/11/2022 | Hrvoje Muhek | 0.40 | \$ 324.00 | Reconcile vendor balances and prepare several wire payments to cover operating expenses. |
| 29005482 | 7/13/2022 | Hrvoje Muhek | 0.50 | \$ 405.00 | Call with a CRA insolvency representative to discuss outstanding T2 returns for 2019, 2020, and 2021. FTI internal follow up call to discuss next steps. |
| 29005482 | 7/21/2022 | Hrvoje Muhek | 0.50 | \$ 405.00 | Call with an third party tax consultant regarding 2019, 2020, and 2021 income tax filings. |
| 29005482 | 7/22/2022 | Hrvoje Muhek | 0.90 | \$ 729.00 | Prepare supporting documents for 2019, 2020, and 2021 income tax filing. |
| 29005482 | 7/27/2022 | Hrvoje Muhek | 0.80 | \$ 648.00 | Call with a third party tax consultant regarding 2019, 2020 and 2021 T2 returns for KMG. Follow up email to N. Meakin. Email to a designated CRA insolvency representative for KMG. |
| 29005482 | 7/7/2022 | James Robinson | 0.80 | \$ 748.00 | Attend call with FTI team regarding sales tax status and remaining receivership matters; correspond on required payments (Iron Mountain, Backupify, etc.); |
| 29005482 | 7/7/2022 | Nigel Meakin | 1.80 | \$ 1,953.00 | Review of opinion letter. Correspondence with counsel. Discussions re tax issues |
| 29005482 | 7/13/2022 | Nigel Meakin | 1.10 | \$ 1,193.50 | Calls re tax issues |
| 29005482 | 7/22/2022 | Nigel Meakin | 1.10 | \$ 1,193.50 | [REDACTED] |
| 29005509 | 8/3/2022 | Hrvoje Muhek | 0.20 | \$ 162.00 | Call with CRA insolvency representative regarding 2020 T2 filing. |
| 29005509 | 8/5/2022 | Nigel Meakin | 1.20 | \$ 1,302.00 | Call with counsel. [REDACTED] |
| 29005509 | 8/25/2022 | Nigel Meakin | 0.50 | \$ 542.50 | [REDACTED] |
| 29005509 | 8/26/2022 | Nigel Meakin | 0.50 | \$ 542.50 | [REDACTED] |
| 29005547 | 9/2/2022 | Hrvoje Muhek | 0.30 | \$ 243.00 | Call with an external tax consultant regarding T2 returns for 2020 and 2021. |
| 29005547 | 9/14/2022 | Hrvoje Muhek | 1.10 | \$ 891.00 | Prepared an analysis of estimated assets and liabilities as of Dec 31, 2020 and Dec 31, 2021 for purposes of preparing T2 filings for 2020 and 2021. |
| 29005547 | 9/19/2022 | James Robinson | 0.50 | \$ 467.50 | Review 5th interim report. |
| 29005547 | 9/21/2022 | James Robinson | 0.40 | \$ 374.00 | [REDACTED] |
| 29005547 | 9/6/2022 | Nigel Meakin | 0.30 | \$ 325.50 | Discussions re funding issues and open items with team |
| 29005547 | 9/15/2022 | Nigel Meakin | 0.50 | \$ 542.50 | [REDACTED] |
| 29005547 | 9/19/2022 | Nigel Meakin | 1.50 | \$ 1,627.50 | S246 report and related matters |
| 29005547 | 9/22/2022 | Nigel Meakin | 0.90 | \$ 976.50 | Correspondence and discussions with counsel |
| 29005547 | 9/28/2022 | Nigel Meakin | 0.60 | \$ 651.00 | Correspondence. Discussions with counsel |
| 29005547 | 9/29/2022 | Nigel Meakin | 0.40 | \$ 434.00 | Correspondence. Discussions with counsel |
| 29005547 | 9/16/2022 | Tyler Rivas-Perri | 0.80 | \$ 464.00 | Prepare R&D for (246(2) report. |
| 29005586 | 10/4/2022 | Nigel Meakin | 1.40 | \$ 1,638.00 | [REDACTED] |
| 29005586 | 10/6/2022 | Nigel Meakin | 0.60 | \$ 702.00 | [REDACTED] |
| 29005586 | 10/7/2022 | Nigel Meakin | 0.20 | \$ 234.00 | [REDACTED] |
| 29005586 | 10/11/2022 | Nigel Meakin | 0.30 | \$ 351.00 | [REDACTED] |
| 29005586 | 10/12/2022 | Nigel Meakin | 0.30 | \$ 351.00 | Call with KK. Receivership funding issues |

Kew Media Group Inc.
Schedule of Time Charges
November 1, 2020 - April 23, 2023

| Invoice # | Date | Name | Hours | Amount | Narrative |
|--------------|------------|------------------|---------------|----------------------|--|
| 29005586 | 10/24/2022 | Nigel Meakin | 0.50 | \$ 585.00 | [REDACTED] |
| 29005586 | 9/15/2022 | Waleed Ghuneim | 1.00 | \$ 295.00 | [REDACTED] |
| 29005586 | 9/20/2022 | Waleed Ghuneim | 2.00 | \$ 590.00 | Meet with team to discuss billing [REDACTED] |
| 29005632 | 11/3/2022 | Hrvoje Muhek | 1.90 | \$ 1,662.50 | Review draft T2 returns for 2020 and 2021 and provide comments to an external tax advisor. |
| 29005632 | 11/4/2022 | Nigel Meakin | 0.80 | \$ 936.00 | Correspondence. Tax returns. Call with counsel |
| 29005695 | 12/5/2022 | Nigel Meakin | 0.50 | \$ 585.00 | Call re exit planning. |
| 29005716 | 1/5/2023 | Isaac Tatineni | 4.50 | \$ 1,327.50 | [REDACTED] |
| 29005716 | 1/10/2023 | Hrvoje Muhek | 0.50 | \$ 437.50 | Prepared an estimate of future HST / GST refunds. Internal FTI calls regarding GST / HST refunds and long term records storage. |
| 29005716 | 1/19/2023 | Hrvoje Muhek | 0.40 | \$ 350.00 | Call with N. Meakin (FTI) and M. Dunn (Goodmans) regarding physical records stored with Iron Mountain. |
| 29005716 | 1/3/2023 | Nigel Meakin | 1.50 | \$ 1,755.00 | Court report |
| 29005716 | 1/5/2023 | Nigel Meakin | 1.20 | \$ 1,404.00 | Court report and fee approval materials |
| 29005716 | 1/6/2023 | Nigel Meakin | 2.10 | \$ 2,457.00 | Court report and fee approval materials |
| 29005716 | 1/9/2023 | Nigel Meakin | 2.60 | \$ 3,042.00 | Court report and fee approval materials. Call with D&O counsel. Call with Class Counsel |
| 29005716 | 1/10/2023 | Nigel Meakin | 1.10 | \$ 1,287.00 | [REDACTED] Court materials |
| 29005716 | 1/13/2023 | Nigel Meakin | 1.20 | \$ 1,404.00 | Court materials |
| 29005716 | 1/17/2023 | Nigel Meakin | 1.10 | \$ 1,287.00 | [REDACTED] call with counsel |
| 29005716 | 1/19/2023 | Nigel Meakin | 0.70 | \$ 819.00 | [REDACTED] |
| 29005716 | 1/25/2023 | Sierra De Sousa | 0.50 | \$ 327.50 | Preparation of HST Return and fee affidavit. |
| 29005716 | 1/27/2023 | Sierra De Sousa | 1.50 | \$ 982.50 | Preparation of professional fee summary for fee affidavit. |
| 29005716 | 1/30/2023 | Sierra De Sousa | 2.30 | \$ 1,506.50 | Preparation of professional fee summary for fee affidavit; Preparation of vendor wire payment and TR forms for payment of outstanding invoice. |
| 29005716 | 1/31/2023 | Sierra De Sousa | 2.00 | \$ 1,310.00 | Preparation of R&D summary report. |
| 29005782 | 2/1/2023 | Nigel Meakin | 0.10 | \$ 117.00 | [REDACTED] |
| 29005782 | 3/10/2023 | Nigel Meakin | 0.50 | \$ 585.00 | [REDACTED] |
| 29005782 | 2/8/2023 | Sierra De Sousa | 1.30 | \$ 851.50 | Update R&D for disbursements to true up to current date. |
| 29005782 | 2/13/2023 | Sierra De Sousa | 0.40 | \$ 262.00 | Review and respond to monitor email/call inquiries; Email re: Iron Mountain destruction quote. |
| 29005782 | 2/16/2023 | Sierra De Sousa | 0.10 | \$ 65.50 | Review and respond to monitor email/call inquiries; Email re: Iron Mountain destruction quote. |
| 29005782 | 2/17/2023 | Sierra De Sousa | 0.80 | \$ 524.00 | Preparation of R&D summary through January 31, 2023. |
| 29005782 | 2/22/2023 | Sierra De Sousa | 0.30 | \$ 196.50 | Call with Iron Mountain to discuss destruction of boxes at storage facility. |
| 29005782 | 2/28/2023 | Sierra De Sousa | 0.50 | \$ 327.50 | Preparation of monthly HST filings. |
| 29005782 | 3/7/2023 | Sierra De Sousa | 1.50 | \$ 982.50 | Updating R&D report for stub period |
| 29005782 | 3/14/2023 | Sierra De Sousa | 0.30 | \$ 196.50 | Review of inbound mail and filing/sorting re: same. |
| 29005794 | 3/27/2023 | Caitlin Moreland | 0.20 | \$ 31.00 | KMG web update requested by Sierra De Sousa |
| 29005794 | 3/23/2023 | Nigel Meakin | 1.50 | \$ 1,755.00 | S246 report |
| 29005794 | 3/27/2023 | Nigel Meakin | 0.30 | \$ 351.00 | Finalize s246 report. |
| 29005794 | 3/31/2023 | Nigel Meakin | 1.70 | \$ 1,989.00 | Court report |
| 29005794 | 3/23/2023 | Sierra De Sousa | 0.80 | \$ 524.00 | Meeting with N. Meakin to discuss R&D and current status updates; Review and filing of inbound mail. |
| 29005794 | 3/27/2023 | Sierra De Sousa | 0.30 | \$ 196.50 | Updating website for new case status update. |
| 102900000174 | 4/10/2023 | Meakin, Nigel | 0.40 | \$ 468.00 | [REDACTED] |
| 102900000174 | 4/11/2023 | Meakin, Nigel | 1.20 | \$ 1,404.00 | Court report and discharge issues |
| 102900000174 | 4/13/2023 | Meakin, Nigel | 2.10 | \$ 2,457.00 | Discharge materials. Calls with Counsel re various matters |
| 102900000174 | 4/14/2023 | Meakin, Nigel | 0.30 | \$ 351.00 | Call with counsel |
| TOTAL | | | 317.90 | \$ 242,860.50 | |

Applicant

-and-

KEW MEDIA GROUP INC. AND KEW MEDIA INTERNATIONAL (CANADA) INC.

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**AFFIDAVIT OF NIGEL D. MEAKIN
(sworn May 5, 2023)**

Torys LLP

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Box 270, TD South Tower
Toronto, ON M5K 1N2
Fax: 416.865.7380

David Bish (LSO #: 41629A)

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Email: dbish@torys.com

Tony DeMarinis (LSO #: 29451Q)

Tel: 416.865.8162
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Adam M. Slavens (LSO #: 54433J)

Tel: 416.865.7333
Email: aslavens@torys.com

Mike Noel (LSO #: 80130F)

Tel: 416.865.7378
Email: mnoel@torys.com

Lawyers for FTI Consulting Canada Inc., the Court-appointed Receiver and Manager of Kew Media Group Inc. and Kew Media International (Canada) Inc.

Appendix D

Affidavit of Mike Noel, sworn May 5, 2023

**ONTARIO
SUPERIOR COURT OF JUSTICE**

COMMERCIAL LIST

B E T W E E N:

TRUIST BANK, AS AGENT

Applicant

- and -

**KEW MEDIA GROUP INC. AND KEW MEDIA INTERNATIONAL
(CANADA) INC.**

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985 C. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED**

**AFFIDAVIT OF MIKE NOEL
(SWORN MAY 5, 2023)**

I, Mike Noel, of the City of Toronto, in the Province of Ontario, MAKE OATH AN SAY that:

1. I am an associate at Torys LLP (“**Torys**”), lawyers for FTI Consulting Canada Inc. (“**FTI**”), in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of the undertaking, property and assets of Kew Media Group Inc. (“**KMG**”) and Kew Media International (Canada) Inc. (together with KMG, the “**Kew Group**”), and, as such, I have knowledge of the matters to which I hereinafter depose.

2. This affidavit is sworn in support of the Receiver's motion for, among other things, an order approving the fees and disbursements of Torys, as lawyers for the Receiver in these proceedings.

3. I confirm that the accounts attached hereto as **Exhibit "A"** are true copies of the accounts of Torys (collectively, the "**Accounts**") from and after November 1, 2020, through to and including April 14, 2023, (the "**Fee Period**") and affirm that the Accounts accurately reflect the services provided by Torys in this matter during the Fee Period and the fees and disbursements claimed by it. The narrative descriptions for some of the time entries set forth in the Accounts have been redacted to protect solicitor-client privilege and/or confidentiality, as applicable (particularly with respect to active litigation that the Receiver has been involved in throughout the receivership proceeding). I also affirm that the time summaries attached to the Accounts relate to the Accounts and were generated by Torys.

4. A summary of Torys' fees and disbursements (inclusive of HST) during the Fee Period is attached hereto as **Exhibit "B"**. Accordingly, Torys' Accounts for which approval is being sought are in the total amount of \$446,584.67 for fees and disbursements (inclusive of HST).

5. Attached hereto as **Exhibit "C"** is a summary of additional information with respect to all members of Torys who have worked on this matter during the Fee Period, their title, their year of call (if applicable) and their rates, and I confirm that the list represents an accurate account of such information.

6. The estimated fees and disbursements of Torys for the period from and including April 15, 2023, through to the date of the Receiver's discharge are not expected to exceed \$30,000 (exclusive of HST) in the aggregate.


7. The legal costs and expenses incurred in respect of Torys' representation of the Receiver in this matter as set out in the Accounts were properly incurred and, together with the process by which subsequently issued invoices are to be paid, are fair and reasonable considering the circumstances of these proceedings.

AFFIRMED by Mike Noel at the City of Toronto, in the Province of Ontario, before me on May 5, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

DAVID BISH (LSO#41629A)



MIKE NOEL

THIS IS **EXHIBIT “A”** REFERRED TO IN THE
AFFIDAVIT OF MIKE NOEL,
AFFIRMED REMOTELY BY MIKE NOEL
BEFORE ME *BY VIDEO CONFERENCE*, THIS 5th
DAY OF MAY, 2023.



David Bish

Commissioner for Taking Affidavits



79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada
P. 416.865.0040 | F. 416.865.7380
www.torys.com
GST / HST Registration R119420685

December 16, 2020

Invoice: 1523562
Matter: 39586-2005

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

Re: Kew Media Group Inc.

For professional services rendered for the period ending December 15, 2020, as described on the attached schedule.

| | | |
|--|---------------|----------------------------|
| Fee | | \$127,705.92 |
| Disbursements Subject to Ontario - HST | | |
| OnCorp - Services (Taxable) | \$182.49 | |
| Process Servers | <u>100.00</u> | 282.49 |
| Disbursements Not Subject to Tax | | |
| Filing Fees (Non-Taxable) | \$320.00 | |
| OnCorp - Services (Non-Taxable) | <u>80.40</u> | 400.40 |
| Ontario - HST | | <u>16,638.49</u> |
| Total Payable in Canadian Funds | | <u>\$145,027.30</u> |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|--------------------|--|--------------|
| 30/10/20 | Maria Avramopoulos | order BIA, litigation, executions, PPSA, Bank Act, certificate of status and ppsa summary for Kew Media Group Inc.; email results to Jacob Weinstock; | 1.1 |
| 01/11/20 | David B. Bish | [REDACTED], and comments on same and emails with Adam Slavens and John Fabello; | 0.3 |
| 01/11/20 | John A. Fabello | prepared [REDACTED] and email regarding same with internal team and to Mr. Meakin; | 1.8 |
| 02/11/20 | David B. Bish | [REDACTED] | 0.7 |
| 02/11/20 | David B. Bish | emails with Nigel Meakin and Adam Slavens re: draft motion materials for pending hearings and scheduling of same, and emails with Adam Slavens re: status of opinion (TCB shares); emails with Adam Slavens and Tony DeMarinis re: redacting accounts for fee approval motion for sensitive information, and review and comment on same; email from Ken Kraft re: status of lenders' consideration [REDACTED] and fee approval motion; | 1.7 |
| 02/11/20 | Tony DeMarinis | email from Jacob Weinstock with updated litigation searches for new security opinion; reviewing same; arranging change to opinion schedule; emails with Adam Slavens and David Bish on fee approval application and [REDACTED]; reviewing redacted accounts forwarded by Adam Slavens; reviewing draft notice of motion and orders from Adam Slavens for distribution and fee approval; emails with Adam Slavens and David Bish on booking judge for same; email exchanges between Ken Kraft and Nigel Meakin; | 1.7 |
| 02/11/20 | Mike Noel | email correspondence with T DeMarinis, D Bish and A Slavens re preparation of materials for fee approval motion; | 0.1 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|-----------------|--|--------------|
| 02/11/20 | Adam M. Slavens | preparing motion materials re distribution motion; email correspondence with Nigel Meakin, David Bish, Tony DeMarinis and Mike Noel re same; | 2.2 |
| 02/11/20 | Adam M. Slavens | considering [REDACTED] email correspondence with Nigel Meakin, David Bish, Mike Noel and John Fabello re same; | 0.3 |
| 02/11/20 | John A. Fabello | email regarding [REDACTED] and emails regarding same; | 0.6 |
| 03/11/20 | David B. Bish | review and comment on draft orders and notice of motion (distribution, fee approvals, sealing) and emails with Adam Slavens and Tony DeMarinis re: same; emails with Nigel Meakin and Adam Slavens re: draft materials / comments / open items, and further comments on draft materials from Nigel Meakin; | 2.6 |
| 03/11/20 | David B. Bish | [REDACTED]; | 1.0 |
| 03/11/20 | Tony DeMarinis | emails with David Bish and Adam Slavens on draft distribution and fee approval orders; reviewing revised versions; emails among Torys and Receiver teams; | 0.6 |
| 03/11/20 | Mike Noel | email correspondence with T DeMarinis, D Bish and A Slavens re preparation of materials for fee approval motion; | 0.1 |
| 03/11/20 | Adam M. Slavens | preparing motion materials re distribution motion; email correspondence with Nigel Meakin, David Bish and Mike Noel re same; | 2.6 |
| 03/11/20 | Adam M. Slavens | email correspondence with Nigel Meakin, David Bish, Mike Noel and John Fabello [REDACTED]; | 0.2 |
| 03/11/20 | John A. Fabello | emails regarding Receiver's report [REDACTED]; | 0.3 |
| 04/11/20 | David B. Bish | [REDACTED] post-call debrief with Adam Slavens and John Fabello; | 2.6 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|---|--------------|
| 04/11/20 | David B. Bish | emails with Adam Slavens and Nigel Meakin re: finalizing draft materials for distribution and fee approval motion; emails with Adam Slavens, Tony DeMamarinis and Nigel Meakin re: redacting dockets for sensitive information and fee approval; draft email [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | 1.3 |
| 04/11/20 | Tony DeMarinis | reviewing draft materials for distribution and fee approval motion; emails with Nigel Meakin and Adam Slavens regarding accounts; reviewing redactions for same; reviewing [REDACTED] [REDACTED] [REDACTED] | 1.5 |
| 04/11/20 | Colette Koopman | researching [REDACTED]; | 2.0 |
| 04/11/20 | Colette Koopman | meeting with J.Fabello re: research task; | 0.2 |
| 04/11/20 | Adam M. Slavens | preparing motion materials re distribution motion; email correspondence with Nigel Meakin, David Bish and Mike Noel re same; | 1.0 |
| 04/11/20 | Adam M. Slavens | Conference call [REDACTED] [REDACTED]; conference call and email correspondence with Nigel Meakin, David Bish, Mike Noel and John Fabello [REDACTED]; | 1.8 |
| 04/11/20 | David J. Outerbridge | discussion with John Fabello re [REDACTED] [REDACTED]; | 0.6 |
| 04/11/20 | John A. Fabello | [REDACTED]; review [REDACTED] [REDACTED] [REDACTED] [REDACTED] emails regarding [REDACTED] [REDACTED] and call with Mr. Meakin and team regarding same, and emails [REDACTED] [REDACTED] [REDACTED] | 2.4 |
| 05/11/20 | David B. Bish | email from Ken Kraft re: fee approval affidavit; call with Nigel Meakin re: redactions for fee approval hearing; emails with Adam Slavens and Nigel Meakin re: revised draft materials (motion to | 0.4 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|----------|-----------------|--|-------|
| 05/11/20 | David B. Bish | approve distribution and fee approvals); [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | 1.6 |
| 05/11/20 | Tony DeMarinis | reviewing Ken Kraft’s email with attached fee affidavit for upcoming motion; reviewing revised motion materials and accounts; email to Nigel Meakin with updated account; | 0.9 |
| 05/11/20 | Mike Noel | preparing materials for the upcoming fee approval motion, including making further redactions to Torys dockets and preparing an affidavit re fee approval; emails with A Slavens re same; | 1.4 |
| 05/11/20 | Mike Noel | coordinating logistics via call with A Slavens [REDACTED] [REDACTED] | 0.2 |
| 05/11/20 | Adam M. Slavens | preparing motion materials re distribution motion; email correspondence with Nigel Meakin, David Bish and Mike Noel re same; | 0.6 |
| 05/11/20 | Adam M. Slavens | email correspondence with Nigel Meakin, David Bish, Mike Noel and John Fabello [REDACTED]; considering issues re same; | 0.8 |
| 05/11/20 | John A. Fabello | reviewed [REDACTED] [REDACTED] [REDACTED]; | 1.1 |
| 06/11/20 | David B. Bish | [REDACTED] [REDACTED] [REDACTED] emails with John Fabello, Adam Slavens and Nigel Meakin re: [REDACTED] [REDACTED] emails with Adam Slavens and FTI team re: [REDACTED] [REDACTED] | 1.9 |
| 06/11/20 | David B. Bish | emails with Tony DeMarninis and Nigel Meakin re: | 0.5 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|-----------------|--|--------------|
| | | final security opinion (TCB shares); review redactions in FTI accounts for fee approval application, and emails with Adam Slavens and Nigel Meakin re: same; | |
| 06/11/20 | Tony DeMarinis | finalizing updated and supplemental security opinion; reviewing updated search results for same; revising opinion to reflect client input, search updates, etc.; email to Nigel Meakin with signed new security opinion; | 1.5 |
| 06/11/20 | Mike Noel | coordinating logistics via call with A Slavens re [REDACTED]; | 0.3 |
| 06/11/20 | Mike Noel | preparing materials for the upcoming fee approval motion, including preparing an affidavit re fee approval; | 0.5 |
| 06/11/20 | Adam M. Slavens | preparing motion materials re distribution motion; email correspondence with Nigel Meakin, David Bish and Mike Noel re same; email correspondence with commercial list office re hearing date; | 1.2 |
| 06/11/20 | Adam M. Slavens | [REDACTED] email correspondence with Nigel Meakin, David Bish and John Fabello [REDACTED]; | 0.8 |
| 06/11/20 | John A. Fabello | email to team and prepared [REDACTED]; | 1.6 |
| 09/11/20 | David B. Bish | [REDACTED]; | 0.8 |
| 09/11/20 | David B. Bish | emails with Nigel Meakin and Ken Kraft re: draft distribution, fee approval court materials and comments; emails with Adam Slavens re: redactions for fee approval materials; | 0.4 |
| 09/11/20 | Mike Noel | preparing materials for the upcoming fee approval motion, including preparing an affidavit re fee approval; | 0.8 |
| 09/11/20 | Adam M. Slavens | [REDACTED] email correspondence with Nigel Meakin, David Bish and | 1.9 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|-----------------|--|--------------|
| | | John Fabello [REDACTED]; telephone [REDACTED] [REDACTED] John Fabello re same; preparing for same; email correspondence with Alvin Qian re same; [REDACTED]; | |
| 09/11/20 | Adam M. Slavens | Email correspondence with Nigel Meakin, David Bish and Mike Noel re distribution motion; reviewing and commenting on fee affidavit; email correspondence with commercial list office re hearing date; | 0.7 |
| 09/11/20 | John A. Fabello | [REDACTED] [REDACTED] [REDACTED] | 1.2 |
| 10/11/20 | David B. Bish | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | 0.8 |
| 10/11/20 | David B. Bish | emails with Nigel Meakin, Adam Slavens, Mike Noel and Ken Kraft re: preparations and draft materials for distribution / fee approval hearing and draft materials / swearing of affidavit; | 0.4 |
| 10/11/20 | Tony DeMarinis | reviewing draft fee affidavit and related materials from Adam Slavens; reviewing redacted accounts for confidentiality and sensitivities; | 0.8 |
| 10/11/20 | Mike Noel | commissioning affidavit with Nigel Meakin re fee approval; | 0.2 |
| 10/11/20 | Adam M. Slavens | Email correspondence with Nigel Meakin, David Bish and Mike Noel re distribution motion; telephone call with Ken Kraft re same; reviewing fee affidavit; email correspondence with commercial list office re hearing date; | 1.0 |
| 10/11/20 | Adam M. Slavens | Email correspondence with Nigel Meakin, David Bish and John Fabello [REDACTED]; telephone calls with Nigel Meakin and Ken Kraft re same; email correspondence with Alvin Qian and Mark Dunn re same; [REDACTED]; | 1.5 |
| 10/11/20 | John A. Fabello | emails [REDACTED] [REDACTED] email | 1.2 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|----------|-----------------|--|-------|
| | | [REDACTED] | |
| 11/11/20 | David B. Bish | [REDACTED]; email with Ken Kraft re: scheduling of distribution / fee approval motion; | 0.1 |
| 11/11/20 | David B. Bish | [REDACTED] | 0.2 |
| 11/11/20 | Adam M. Slavens | telephone calls and email correspondence with David Bish, John Fabello, Alvin Qian and Mark Dunn [REDACTED]; considering issues re same; | 1.2 |
| 11/11/20 | John A. Fabello | [REDACTED] | 0.8 |
| 12/11/20 | David B. Bish | emails with FTI and Torys [REDACTED]; | 0.1 |
| 12/11/20 | Shoshana Israel | [REDACTED] | 0.5 |
| 12/11/20 | Mike Noel | emails with A Slavens re preparing the fee affidavit; | 0.1 |
| 12/11/20 | Adam M. Slavens | email correspondence with David Bish, John Fabello, Alvin Qian and Mark Dunn [REDACTED]; coordinating document review; considering issues re same; | 1.0 |
| 12/11/20 | John A. Fabello | [REDACTED] | 0.2 |
| 13/11/20 | David B. Bish | [REDACTED]; | 0.3 |
| 13/11/20 | Tony DeMarinis | reviewing settled court materials and timeline on missing TCB certificates for instructions on submissions; | 0.6 |
| 13/11/20 | Shoshana Israel | emailing with A. Slavens and FTI regarding [REDACTED]; [REDACTED] | 0.3 |
| 13/11/20 | Adam M. Slavens | email correspondence with David Bish, John | 0.5 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|-----------------|--|--------------|
| 13/11/20 | John A. Fabello | Fabello and Mark Dunn [REDACTED]; coordinating document review; [REDACTED] [REDACTED] | 0.3 |
| 16/11/20 | Shoshana Israel | arranging for and reviewing [REDACTED] [REDACTED]; emailing with A. Slavens and J. Fabello regarding next steps; | 0.2 |
| 16/11/20 | David B. Bish | [REDACTED] emails with Mark Dunn, Nigel Meakin et al. re: further information for receiver; emails with John Fabello and Adam Slavens re: [REDACTED] [REDACTED]; | 0.3 |
| 16/11/20 | Adam M. Slavens | email correspondence with David Bish, John Fabello, Alvin Qian and Mark Dunn [REDACTED] [REDACTED]; | 0.4 |
| 16/11/20 | John A. Fabello | emails with Goodmans and team regarding [REDACTED] [REDACTED]; | 0.5 |
| 17/11/20 | Mike Noel | finalizing and swearing Torys fee affidavit; emails with N Meakin and A Slavens re same; | 0.4 |
| 17/11/20 | Adam M. Slavens | commissioning fee affidavit; reviewing same; email correspondence with Mike Noel re same; | 0.2 |
| 17/11/20 | Adam M. Slavens | email correspondence with David Bish, John Fabello, Alvin Qian and Mark Dunn [REDACTED] [REDACTED]; | 0.3 |
| 17/11/20 | John A. Fabello | emails regarding [REDACTED] [REDACTED] | 0.3 |
| 18/11/20 | Shoshana Israel | analyzing [REDACTED] and emailing with J. Fabello and A. Slavens regarding scheduling call to discuss [REDACTED]; attending on conference call with J. Fabello and A. Slavens to [REDACTED]; emailing with J. Babad regarding [REDACTED]; | 0.8 |
| 18/11/20 | Adam M. Slavens | [REDACTED] [REDACTED]; telephone call with Shoshana Israel and John Fabello [REDACTED] [REDACTED]; preparing for same; | 2.2 |
| 18/11/20 | John A. Fabello | [REDACTED] and de-brief call with Adam Slavens; emails regarding review of | 1.1 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|----------|-----------------|--|-------|
| 18/11/20 | David B. Bish | [REDACTED]; emails with Nigel Meakin re: [REDACTED] [REDACTED] and prepare letter re: stay of proceedings; finalize letter with Nigel Meakin and send; emails with R. Kwak and Nigel Meakin re: [REDACTED]; | 1.4 |
| 18/11/20 | David B. Bish | [REDACTED] emails with Adam Slavens, Nigel Meakin and John Fabello [REDACTED] [REDACTED]; | 0.3 |
| 19/11/20 | Jake Babad | call with A. Slavens and J. Fabello regarding [REDACTED]; | 0.5 |
| 19/11/20 | Jake Babad | reviewing Receiver's reports; | 0.2 |
| 19/11/20 | Tony DeMarinis | emails with David Bish, John Fabello and Adam Slavens regarding [REDACTED] [REDACTED]; | 0.2 |
| 19/11/20 | Shoshana Israel | emailing with FTI regarding [REDACTED] [REDACTED]; emailing with J. Babad regarding [REDACTED]; | 0.2 |
| 19/11/20 | Adam M. Slavens | Conference call with Jake Babad and John Fabello re [REDACTED]; conference call with Nigel Meakin, David Bish and John Fabello [REDACTED]; considering issues re same; | 1.8 |
| 19/11/20 | John A. Fabello | [REDACTED] [REDACTED]; discuss same with Nigel and emails regarding going final on draft; emails regarding [REDACTED] | 1.8 |
| 19/11/20 | David B. Bish | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | 1.1 |
| 19/11/20 | David B. Bish | emails and call with R. Kwak re: [REDACTED] [REDACTED], and update Nigel Meakin re: same; | 1.0 |
| 20/11/20 | Jake Babad | video conference with S. Israel to discuss review | 0.2 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|-----------------|---|--------------|
| | | protocol; | |
| 20/11/20 | Jake Babad | reviewing [REDACTED]; | 4.2 |
| 20/11/20 | Jake Babad | reviewing Receiver's reports; | 0.6 |
| 20/11/20 | Tony DeMarinis | considering [REDACTED] [REDACTED] various emails with David Bish, John Fabello, Adam Slavens et. al. relating to same; [REDACTED]; email exchange with Nigel Meakin on same; | 1.0 |
| 20/11/20 | Shoshana Israel | [REDACTED] [REDACTED] [REDACTED] | 0.6 |
| 20/11/20 | Mike Noel | coordinating court time with the Commercial List office for the upcoming fee and distribution motion; | 0.2 |
| 20/11/20 | Adam M. Slavens | Email correspondence with Nigel Meakin, Jake Babad and John Fabello [REDACTED]; preparing letter to Goodmans re same; telephone call with Mark Dunn re same; | 1.7 |
| 20/11/20 | John A. Fabello | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | 1.7 |
| 20/11/20 | David B. Bish | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | 0.5 |
| 20/11/20 | David B. Bish | emails with Adam Slavens and Nigel Meakin re: timing / service of motion to approve fees, [REDACTED] and other relief; emails with Adam Slavens re: factum / timing; | 0.3 |
| 21/11/20 | David B. Bish | [REDACTED] [REDACTED] | 0.1 |
| 22/11/20 | Jake Babad | [REDACTED] [REDACTED] | 3.1 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|--|--------------|
| 23/11/20 | Jake Babad | [REDACTED] | 2.7 |
| 23/11/20 | Shoshana Israel | emailing with J. Babad regarding [REDACTED] | 0.1 |
| 23/11/20 | Mike Noel | preparing the motion record and finalizing the materials contained therein for the upcoming fee and distribution motion; coordinating the service of same; corresponding with A Slavens via email and phone re same; commissioning an affidavit with N Meakin re same; | 3.4 |
| 23/11/20 | Adam M. Slavens | Telephone call and email correspondence with Mike Noel re motion returnable December 8, 2020; planning re same; | 0.3 |
| 23/11/20 | John A. Fabello | [REDACTED] | 0.2 |
| 23/11/20 | David B. Bish | emails with MikeNoel, Adam Slavens, Nigel Meakin and service list re: service of motion record (motion to approve fees and approve further distribution); | 0.4 |
| 24/11/20 | Tony DeMarinis | email from David Bish with correspondence from insurer's counsel; reviewing same; reviewing filed motion materials; | 0.3 |
| 24/11/20 | Mike Noel | coordinating the service and filing of the motion record, including complying with the electronic service protocols, for the upcoming fee and distribution motion; drafting correspondence to the Service List and Judge McEwen re same; | 1.0 |
| 24/11/20 | David J. Outerbridge | reviewing letter from insurer's counsel [REDACTED]; email to David Bish re same; | 0.1 |
| 24/11/20 | Adam M. Slavens | Telephone call and email correspondence with Mike Noel re motion returnable December 8, 2020; planning re same; | 0.2 |
| 24/11/20 | David B. Bish | [REDACTED] [REDACTED] emails with Nigel Meakin and David Outerbridge re: same; | 0.4 |
| 25/11/20 | Mike Noel | coordinating the delivery of the Receiver's Motion Record to Justice McEwen; coordinating logistics re motion materials and electronic filing and service protocols; emails and call with A Slavens re same; | 0.5 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|-----------------|--|--------------|
| 25/11/20 | Adam M. Slavens | Telephone call and email correspondence with Mike Noel re motion returnable December 8, 2020; planning re same; | 0.5 |
| 26/11/20 | Mike Noel | drafting the factum in support of the Receiver's upcoming motion re TCB distribution and fee approval; | 0.8 |
| 26/11/20 | Jake Babad | [REDACTED] | 1.2 |
| 26/11/20 | Adam M. Slavens | [REDACTED] telephone call with John Fabello re same; | 0.8 |
| 26/11/20 | John A. Fabello | [REDACTED] | 0.8 |
| 27/11/20 | Mike Noel | drafting the factum in support of the Receiver's upcoming motion re TCB distribution and fee approval; | 3.0 |
| 27/11/20 | Adam M. Slavens | [REDACTED] email correspondence with Mark Dunn re same; telephone call and email correspondence with Nigel Meakin re same; | 1.7 |
| 27/11/20 | David B. Bish | email and letter from Goodmans [REDACTED] | 0.1 |
| 30/11/20 | Mike Noel | drafting the factum in support of the Receiver's upcoming motion re TCB distribution and fee approval; | 1.5 |
| 30/11/20 | Adam M. Slavens | [REDACTED]; email correspondence with Torys team re same; email correspondence with Mark Dunn [REDACTED]; | 1.6 |
| 30/11/20 | Adam M. Slavens | Reviewing and commenting on draft factum re motion returnable December 8, 2020; | 0.5 |
| 30/11/20 | John A. Fabello | [REDACTED]; | 0.4 |
| 30/11/20 | David B. Bish | [REDACTED]; | 0.3 |
| 01/12/20 | Adam M. Slavens | Email correspondence with Mark Dunn [REDACTED]; | 0.1 |
| 02/12/20 | Jake Babad | Drafting report to N. Meakin [REDACTED]; | 1.5 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|-----------------|---|--------------|
| 02/12/20 | Mike Noel | drafting the factum in support of the Receiver's upcoming motion re TCB distribution and fee approval; emails with A Slavens, D Bish and T DeMarinis re same; | 0.3 |
| 02/12/20 | Adam M. Slavens | Telephone calls with Nigel Meakin and Mark Dunn [REDACTED]; email correspondence with Torys team re Reviewing same; | 1.4 |
| 02/12/20 | Adam M. Slavens | Reviewing and commenting on draft factum re motion returnable December 8, 2020; preparing for same; | 1.5 |
| 02/12/20 | John A. Fabello | review email to Receiver and call from associate [REDACTED]; | 0.8 |
| 02/12/20 | David B. Bish | emails with Adam Slavens et al. [REDACTED]; email from Mike Noel re: draft factum (distribution and fee approval motion); | 0.4 |
| 03/12/20 | Mike Noel | drafting the factum in support of the Receiver's upcoming motion re TCB distribution and fee approval; emails with A Slavens and D Bish re same; call with D Bish re same; | 3.4 |
| 03/12/20 | Adam M. Slavens | Reviewing and commenting on draft factum re motion returnable December 8, 2020; telephone call with Mike Noel re same; email correspondence with Torys team re same; preparing for same; | 0.9 |
| 03/12/20 | David B. Bish | review draft factum (distribution motion and fee approval) and call with Nigel Meakin re: same, call / emails with Mike Noel re: comments); | 0.8 |
| 04/12/20 | Mike Noel | drafting the factum in support of the Receiver's upcoming motion re TCB distribution and fee approval; emails with A Slavens and D Bish re same; coordinating the service and filing of same; | 4.1 |
| 04/12/20 | Adam M. Slavens | Reviewing and commenting on draft factum re motion returnable December 8, 2020; telephone call and email correspondence with Torys team and Nigel Meakin re same; preparing for same; reviewing security opinion; | 2.3 |
| 04/12/20 | David B. Bish | review and revise draft factum (distribution order and fee approval order), and emails with Mike Noel and Nigel Meakin re: finalizing same and service of same on service list; | 2.1 |

Re: Kew Media Group Inc.

Matter: 39586-2005

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Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|-----------------|---|--------------|
| 06/12/20 | Adam M. Slavens | Preparing for motion returnable December 8, 2020; | 1.0 |
| 07/12/20 | Jake Babad | corresponding with N. Meakin regarding document review; | 0.5 |
| 07/12/20 | David B. Bish | emails with Adam Slavens re: motion to approve distribution and fees; emails with John Fabello and Nigel Meakin [REDACTED]; emails with Paul Guy re: pending motion (distribution / fee approvals); emails with Adam Slavens re: updates to service list; | 1.4 |
| 07/12/20 | Mike Noel | corresponding with Justice McEwen re Tuesday's hearing; emails with A Slavens re same; | 0.8 |
| 07/12/20 | Adam M. Slavens | email correspondence with Torys team and Nigel Meakin re motion returnable December 8, 2020; preparing for same; updating service list; | 0.5 |
| 07/12/20 | Adam M. Slavens | Email correspondence with Nigel Meakin and Torys [REDACTED]; considering issues re same; r [REDACTED]; | 1.0 |
| 07/12/20 | John A. Fabello | [REDACTED] | 0.2 |
| 08/12/20 | Jake Babad | [REDACTED]; | 5.1 |
| 08/12/20 | David B. Bish | emails with Adam Slavens re: motion to approve distribution / fees and outcome of same; | 0.3 |
| 08/12/20 | Shoshana Israel | [REDACTED] | 0.3 |
| 08/12/20 | Mike Noel | attending hearing re approval of the TCB Distribution; corresponding with Justice McEwen re final orders in respect of same; emails with A Slavens re same; | 0.9 |
| 08/12/20 | Adam M. Slavens | Attending motion returnable December 8, 2020; preparing for same; telephone calls and email correspondence with Nigel Meakin, David Bish and Mike Noel re same; email correspondence with commercial list office re same; | 2.0 |
| 08/12/20 | John A. Fabello | call and email with associate [REDACTED]; | 0.3 |
| 09/12/20 | Jake Babad | drafting [REDACTED] | 2.4 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|-----------------|---|--------------|
| | | [REDACTED] | |
| 09/12/20 | David B. Bish | emails with Jack Babad, John Fabello and Adam Slavens re: [REDACTED] [REDACTED] | 0.6 |
| 09/12/20 | Mike Noel | updating the Service List; | 0.2 |
| 09/12/20 | Adam M. Slavens | Receivership administration; | 0.3 |
| 09/12/20 | Adam M. Slavens | [REDACTED] email correspondence with Torys team re same; | 1.1 |
| 09/12/20 | John A. Fabello | [REDACTED] | 1.1 |
| 10/12/20 | David B. Bish | emails and call from TD (N. Vandervoort) re: [REDACTED] | 0.7 |
| 10/12/20 | Jake Babad | [REDACTED] [REDACTED] | 3.0 |
| 10/12/20 | Adam M. Slavens | [REDACTED] telephone call with Jake Babad re same; email correspondence with Torys team re same; considering issues re same; | 1.7 |
| 11/12/20 | Jake Babad | [REDACTED] [REDACTED] | 2.5 |
| 11/12/20 | David B. Bish | emails with Jake Babad, John Fabello and Adam Slavens re: report to FTI [REDACTED] [REDACTED]; emails with Nigel Meakin re: call with TD (N. Vandervoort) [REDACTED]; | 0.5 |
| 11/12/20 | Adam M. Slavens | [REDACTED] email correspondence with Torys team re same; considering issues re same; | 1.4 |
| 11/12/20 | John A. Fabello | further work (emails and call with associate and Slavens) [REDACTED] [REDACTED] | 0.9 |
| 12/12/20 | Jake Babad | [REDACTED] [REDACTED] | 0.4 |
| 13/12/20 | Jake Babad | [REDACTED] [REDACTED] | 0.3 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1523562

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|-----------------|------------------------|--------------|
| 14/12/20 | Jake Babad | researching [REDACTED] | 0.2 |
| 14/12/20 | Adam M. Slavens | [REDACTED] | 0.3 |
| 14/12/20 | John A. Fabello | f [REDACTED] | 0.9 |

Lawyer Summary

| <u>Timekeeper</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|-------------------------------|---------------------|--------------------|----------------------|
| Jake Babad | 28.6 | 403.75 | 11,547.29 |
| David B. Bish | 30.7 | 1,062.50 | 32,618.75 |
| Mike Noel | 24.2 | 403.75 | 9,770.80 |
| Tony DeMarinis | 9.1 | 1,134.75 | 10,326.25 |
| Maria Avramopoulos | 1.1 | 157.25 | 172.98 |
| Shoshana Israel | 3.0 | 348.50 | 1,045.50 |
| Colette Koopman | 2.2 | 297.50 | 654.50 |
| Adam M. Slavens | 47.0 | 828.75 | 38,951.35 |
| David J. Outerbridge | 0.7 | 892.50 | 624.75 |
| John A. Fabello | 22.5 | 977.50 | 21,993.75 |
| TOTAL HOURS & FEES | 169.1 | | \$127,705.92 |



79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada
P. 416.865.0040 | F. 416.865.7380
www.torys.com
GST / HST Registration R119420685

December 16, 2020

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

| | |
|-----------------|-------------------------|
| Invoice Number: | 1523562 |
| Matter Number: | 39586-2005 |
| Invoice Total: | \$145,027.30 CAD |

Please mail remittance to:

Torys LLP
79 Wellington Street West, Suite 3000
Box 270, TD Centre
Toronto, Ontario M5K 1N2
Canada

Remittance by Electronic Banking (please include invoice number):

| | | |
|------------------|------------------|-------------|
| TD Canada Trust | Account Name: | Torys LLP |
| 55 King Street | Bank ID: | 004 |
| West | Branch Number: | 10202 |
| Toronto, Ontario | Account (CAD): | 5364535 |
| M5K 1A2 | Account (USD): | 7389354 |
| Canada | Bank Swift Code: | TDOMCATTTOR |

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
Bank Swift Code BOFAUS3N
ABA 026 009 593

Payment is due within 30 days from the date of the invoice. Please retain this copy for your files. Interest will be charged on all accounts overdue one month or more.



79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada
P. 416.865.0040 | F. 416.865.7380
www.torys.com
GST / HST Registration R119420685

April 9, 2021

Invoice: 1533723
Matter: 39586-2005

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

Re: Kew Media Group Inc.

TO PROFESSIONAL SERVICES RENDERED for the period ending March 31, 2021, as described in the attached Schedule.

| | | |
|--|--------------|---------------------------|
| Fee | | \$38,128.15 |
| Disbursements Subject to Ontario - HST | | |
| Agents Fees | \$20.00 | |
| Data/Project Management | <u>20.00</u> | 40.00 |
| Ontario - HST | | <u>4,961.86</u> |
| Total Payable in Canadian Funds | | <u>\$43,130.01</u> |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1533723

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|-----------------|--|--------------|
| 17/12/20 | Adam M. Slavens | email correspondence with Nigel Meakin and Torys [REDACTED] | 0.3 |
| 17/12/20 | Jake Babad | preparing [REDACTED] [REDACTED] | 1.0 |
| 17/12/20 | David B. Bish | emails with John Fabello and Jake Babad regarding: [REDACTED] [REDACTED] emails with Nigel Meakin et al. regarding: [REDACTED]; | 0.6 |
| 17/12/20 | John A. Fabello | emails and call [REDACTED] [REDACTED]; | 0.5 |
| 17/12/20 | Shoshana Israel | considering email from Jake Babad; telephone call with Jake Babad regarding pdf copies of documents; [REDACTED] and emailing with FTI regarding exporting pdf copies of documents; downloading pdf documents from FTI site and emailing with Jake Babad regarding same; | 0.6 |
| 18/12/20 | Shoshana Israel | emailing with Jake Babad regarding [REDACTED] [REDACTED]; telephone call with Jake Babad regarding [REDACTED] [REDACTED]; emailing with Litigation Technology Services regarding uploading documents to password protected ShareFile link and emailing with Jake Babad regarding same; | 0.3 |
| 18/12/20 | Jake Babad | [REDACTED] [REDACTED]; | 1.4 |
| 18/12/20 | David B. Bish | emails and call with John Fabello regarding: [REDACTED] [REDACTED]; | 0.3 |
| 18/12/20 | Adam M. Slavens | email correspondence with Nigel Meakin and Torys team [REDACTED]; | 0.3 |
| 18/12/20 | John A. Fabello | call with D. Conklin regarding [REDACTED] [REDACTED] [REDACTED]; | 0.9 |
| 22/12/20 | David B. Bish | emails with S. Bowden regarding: [REDACTED] [REDACTED] and emails regarding: same with Nigel | 1.8 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1533723

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|-----------------|---|--------------|
| | | Meakin and John Fabello; emails with John Fabello, David Conklin et al. regarding: [REDACTED]; | |
| 22/12/20 | John A. Fabello | finalized email regarding [REDACTED], and email report to Mr. Meakin regarding [REDACTED]; | 0.8 |
| 22/12/20 | Adam M. Slavens | email correspondence with Nigel Meakin and Torys team [REDACTED]; | 0.2 |
| 23/12/20 | David B. Bish | email S. Bowden et al. regarding: [REDACTED]; | 0.4 |
| 04/01/21 | David B. Bish | email from Tony DeMarinis regarding: [REDACTED]; emails with John Fabello and David Conklin regarding: [REDACTED]; emails with Ken Kraft regarding: [REDACTED]; | 0.5 |
| 04/01/21 | Adam M. Slavens | email correspondence with John Fabello and David Conklin [REDACTED]; | 0.1 |
| 04/01/21 | John A. Fabello | follow up email with Goodmans [REDACTED]; | 0.2 |
| 04/01/21 | Tony DeMarinis | [REDACTED]; email to Nigel Meakin regarding same; | 0.4 |
| 05/01/21 | Adam M. Slavens | email correspondence with Torys [REDACTED]; reviewing documents; | 0.7 |
| 05/01/21 | David B. Bish | emails with John Fabello and David Conklin regarding: [REDACTED]; emails with John Fabello and Nigel Meakin regarding: [REDACTED]; | 0.3 |
| 05/01/21 | John A. Fabello | call and emails [REDACTED], and report on same; | 0.9 |
| 05/01/21 | Jake Babad | phone call with D. Conklin of Goodmans to discuss [REDACTED], including preparation and follow-up; | 0.4 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1533723

Time Summary

| Date | Lawyer | Narrative | Hours |
|----------|-----------------|--|-------|
| 05/01/21 | Tony DeMarinis | emails from Goodmans (Francy Kussner) and Marsh JLT regarding [REDACTED]; | 0.2 |
| 06/01/21 | Adam M. Slavens | email correspondence with Torys team regarding [REDACTED] reviewing background materials regarding same; | 0.6 |
| 06/01/21 | Tony DeMarinis | emails from Goodmans (Francy Kussner, David Conklin) and Marsh JLT (Ashley Parsa, Ryan Sakamoto) regarding [REDACTED]; emails with Nigel Meakin to follow-up on instructions for same; telephone call with Nigel Meakin on next steps; emails with David Bish; emails with Dentons (Ken Kraft, Deepshikha Dutt) [REDACTED]; emails with Goodmans, Marsh JLT and Dentons to arrange call; responding to email from David Conklin; reviewing [REDACTED]; | 1.4 |
| 06/01/21 | David B. Bish | emails with Tony DeMarinis and Nigel Meakin regarding: [REDACTED] and emails with Dentons / Goodmans / FTI regarding: same / next steps; | 0.4 |
| 06/01/21 | John A. Fabello | emails regarding [REDACTED]; | 0.3 |
| 06/01/21 | Shoshana Israel | emailing with Jake Babad regarding [REDACTED] emailing with FTI regarding [REDACTED]; | 0.4 |
| 06/01/21 | Jake Babad | [REDACTED]; | 0.8 |
| 06/01/21 | Jake Babad | phone call with [REDACTED] including preparation and follow-up; | 0.5 |
| 07/01/21 | Adam M. Slavens | [REDACTED] | 0.6 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1533723

Time Summary

| Date | Lawyer | Narrative | Hours |
|----------|-----------------|--|-------|
| 07/01/21 | Shoshana Israel | considering email from Jake Babad regarding [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | 0.6 |
| 07/01/21 | David B. Bish | email from Marsh regarding: [REDACTED] [REDACTED]; | 0.1 |
| 07/01/21 | Tony DeMarinis | emails with Goodmans, Marsh JLT and Dentons to arrange call on [REDACTED]; emails with Nigel Meakin; reviewing [REDACTED]; | 0.4 |
| 07/01/21 | John A. Fabello | emails regarding [REDACTED]; | 0.3 |
| 07/01/21 | Jake Babad | corresponding [REDACTED] [REDACTED] [REDACTED] | 0.5 |
| 08/01/21 | David B. Bish | video conference meeting with Goodmans / Dentons / Torys / Marsh regarding: [REDACTED] [REDACTED] call / email with Nigel Meakin [REDACTED]; | 0.5 |
| 08/01/21 | Tony DeMarinis | participating in conference call with Goodmans, JT Marsh and Dentons regarding [REDACTED] and preparation for same; follow-up emails with Dentons on same; emails with Nigel Meakin on same; | 0.9 |
| 08/01/21 | Jake Babad | preparing [REDACTED] [REDACTED]; | 1.0 |
| 08/01/21 | Shoshana Israel | attending on Team Meeting with Jake Babad to [REDACTED]; emailing with Jake Babad regarding [REDACTED]; emailing with FTI [REDACTED]; downloading | 0.7 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1533723

Time Summary

| Date | Lawyer | Narrative | Hours |
|----------|-----------------|--|-------|
| 11/01/21 | Jake Babad | [REDACTED] FTI and emailing with Jake Babad regarding same; [REDACTED] [REDACTED]; | 2.5 |
| 13/01/21 | Adam M. Slavens | [REDACTED]; email correspondence with Nigel Meakin and Torys team regarding same; | 1.3 |
| 14/01/21 | Jake Babad | [REDACTED] [REDACTED] [REDACTED] | 2.8 |
| 14/01/21 | Adam M. Slavens | email correspondence with Nigel Meakin and Torys [REDACTED]; | 0.2 |
| 14/01/21 | David B. Bish | emails with Sarah Bowden / Paul. Guy / Nigel Meakin et al. regarding: [REDACTED] [REDACTED] [REDACTED]; review proposed form of order regarding: same; emails with court office regarding: available court time; email / letter from David Conklin regarding: [REDACTED] [REDACTED], and follow-up emails from Ken Kraft and Nigel Meakin; emails from Jake Babad and Nigel Meakin regarding: [REDACTED] [REDACTED]; | 2.4 |
| 14/01/21 | Tony DeMarinis | reviewing correspondence from David Conklin (Goodmans) [REDACTED] emails among Dentons, Receiver and Torys relating to same; | 0.3 |
| 14/01/21 | John A. Fabello | calls with associate [REDACTED] [REDACTED]; | 1.4 |
| 15/01/21 | Adam M. Slavens | Reviewing motion record regarding motion returnable January 18, 2021; | 0.6 |
| 15/01/21 | Adam M. Slavens | email correspondence with Nigel Meakin and Torys [REDACTED]; | 0.2 |
| 15/01/21 | John A. Fabello | emails with associate and FTI regarding [REDACTED] [REDACTED]; | 0.8 |
| 15/01/21 | Jake Babad | [REDACTED] [REDACTED] [REDACTED]; | 1.1 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1533723

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|-----------------|---|--------------|
| 15/01/21 | Tony DeMarinis | [REDACTED] [REDACTED]; emails with David Bish on same; | 0.2 |
| 15/01/21 | David B. Bish | emails with Sarah Bowden / court office / Nigel Meakin et al. regarding: [REDACTED] [REDACTED]; email / call from Sundeep Bhakoo regarding: [REDACTED]; emails with Jake Babad and Nigel Meakin regarding: [REDACTED] [REDACTED] emails with Tony DeMarinis regarding: [REDACTED]; emails with David Conklin regarding: request to update service list; | 1.4 |
| 17/01/21 | David B. Bish | email Nigel Meakin regarding: changes to service list; [REDACTED] [REDACTED]; | 0.5 |
| 18/01/21 | John A. Fabello | [REDACTED]; | 0.3 |
| 18/01/21 | Jake Babad | corresponding with N. Meakin about [REDACTED] [REDACTED]; | 0.4 |
| 18/01/21 | David B. Bish | update service list and emails with David Conklin regarding: same; attend court hearing regarding: motion by class plaintiffs (extend time for service and remove counsel of record); follow-up emails with Nigel Meakin regarding: outcome of court hearing and next steps; email from court office regarding: issued order (extension of time for service); | 1.1 |
| 18/01/21 | Adam M. Slavens | Reviewing documents and email correspondence [REDACTED]; | 0.4 |
| 18/01/21 | Adam M. Slavens | Reviewing motion record regarding motion returnable January 18, 2021, and endorsement regarding same; | 0.1 |
| 21/01/21 | David B. Bish | emails with BMO / TD regarding: [REDACTED] [REDACTED] update Nigel Meakin regarding: same; | 0.2 |
| 21/01/21 | David B. Bish | emails with TD / BMO regarding: [REDACTED] [REDACTED] update Nigel Meakin regarding: same; | 0.2 |
| 03/02/21 | John A. Fabello | [REDACTED] [REDACTED] prepared email report regarding same; | 0.9 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1533723

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|-----------------|---|--------------|
| 03/02/21 | Adam M. Slavens | Reviewing correspondence regarding confidential matter; considering issues regarding same; email correspondence with Ken Kraft regarding confidential matter; email correspondence with Nigel Meakin, David Bish and John Fabello regarding same; | 0.6 |
| 03/02/21 | David B. Bish | emails with Nigel Meakin and Adam Slavens regarding: [REDACTED]; | 0.1 |
| 04/02/21 | Adam M. Slavens | Telephone call and email correspondence with Ken Kraft regarding confidential matter; email correspondence with Nigel Meakin, David Bish, John Fabello and Jake Babad regarding same; | 0.5 |
| 08/02/21 | Adam M. Slavens | email correspondence with Nigel Meakin regarding confidential matter; | 0.1 |
| 09/02/21 | David B. Bish | emails with J. Foreman regarding: request for conference call and update Nigel Meakin regarding: same; | 0.3 |
| 11/02/21 | David B. Bish | emails with J. Foreman et al. regarding: [REDACTED] [REDACTED] and update Nigel Meakin regarding: same; | 1.2 |
| 22/02/21 | David B. Bish | [REDACTED], and emails with Nigel Meakin and Tony DeMarinis regarding: same; | 0.4 |
| 22/02/21 | Tony DeMarinis | review correspondence from Open Range's lawyers and related emails between David Bish and Nigel Meakin; | 0.1 |
| 30/03/21 | Tony DeMarinis | reviewing Receiver's account requirements in orders, and status of retainer and accounts; | 0.5 |



79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada
P. 416.865.0040 | F. 416.865.7380
www.torys.com
GST / HST Registration R119420685

April 9, 2021

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

| | |
|-----------------|------------------------|
| Invoice Number: | 1533723 |
| Matter Number: | 39586-2005 |
| Invoice Total: | \$43,130.01 CAD |

Please mail remittance to:

Torys LLP
79 Wellington Street West, Suite 3000
Box 270, TD Centre
Toronto, Ontario M5K 1N2
Canada

Remittance by Electronic Banking (please include invoice number):

| | | |
|------------------|------------------|-------------|
| TD Canada Trust | Account Name: | Torys LLP |
| 55 King Street | Bank ID: | 004 |
| West | Branch Number: | 10202 |
| Toronto, Ontario | Account (CAD): | 5364535 |
| M5K 1A2 | Account (USD): | 7389354 |
| Canada | Bank Swift Code: | TDOMCATTTOR |

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
Bank Swift Code BOFAUS3N
ABA 026 009 593

Payment is due within 30 days from the date of the invoice. Please retain this copy for your files. Interest will be charged on all accounts overdue one month or more.



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www.torys.com
GST / HST Registration R119420685

September 17, 2021

Invoice: 1548458
Matter: 39586-2005

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

Re: Kew Media Group Inc.

TO PROFESSIONAL SERVICES RENDERED for the period ending August 31, 2021, as described in the attached Schedule.

| | |
|--|---------------------------|
| Fee | \$68,998.50 |
| Ontario - HST | <u>8,969.81</u> |
| Total Payable in Canadian Funds | <u>\$77,968.31</u> |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1548458

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|---|--------------|
| 26/04/21 | Tony DeMarinis | reviewing receivership orders [REDACTED] [REDACTED]; | 1.0 |
| 27/04/21 | David B. Bish | email / letter from insurer's counsel re: [REDACTED] [REDACTED]; emails with Tony DeMarinis re: status of file; call with Nigel Meakin re: [REDACTED] [REDACTED] email with Nigel Meakin re: same; | 1.0 |
| 27/04/21 | Tony DeMarinis | emails with David Bish regarding [REDACTED] [REDACTED]; | 0.4 |
| 28/04/21 | Tony DeMarinis | reviewing [REDACTED]; | 0.9 |
| 29/04/21 | Tony DeMarinis | reviewing insurance materials previously forwarded by Dentons, and related correspondence; | 0.7 |
| 29/04/21 | David B. Bish | calls with H. Kaplan re: inquiries re: [REDACTED] [REDACTED], and emails with Nigel Meakin re: same; prepare draft [REDACTED] [REDACTED] [REDACTED]; | 1.4 |
| 30/04/21 | David B. Bish | emails with David Dutt, Ken Kraft, M. Evans, David Outerbridge and Nigel Meakin re: [REDACTED] [REDACTED]; | 1.1 |
| 30/04/21 | David J. Outerbridge | [REDACTED] emails with David Bish re same; | 0.1 |
| 04/05/21 | Tony DeMarinis | reviewing initial appointment order [REDACTED] [REDACTED] | 0.5 |
| 04/06/21 | David B. Bish | call from S. Bhakoo [REDACTED]; | 0.3 |
| 14/06/21 | Tony DeMarinis | email from David Bish with correspondence [REDACTED] [REDACTED]; reviewing same; | 0.2 |
| 14/06/21 | David B. Bish | emails with J. Foreman / P. Guy / N. Meakin re: | 0.5 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1548458

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|---|--------------|
| | | status call; emails with N. Meakin / M. Gottlieb re: [REDACTED]; | |
| 15/06/21 | David B. Bish | review [REDACTED] and emails with N. Meakin / D. Dutt / M. Gottlieb / D. Outerbridge et al. re: same / next steps; | 1.9 |
| 15/06/21 | Tony DeMarinis | emails from David Outerbridge and David Bish regarding [REDACTED]; reviewing prior correspondence [REDACTED]; | 1.0 |
| 15/06/21 | David J. Outerbridge | reviewing [REDACTED] [REDACTED] emails with David Bish re same; | 0.3 |
| 16/06/21 | David B. Bish | emails / conference call with J. Foreman / P. Guy re: [REDACTED] [REDACTED] emails with N. Meakin re: same / responding to same; [REDACTED]; | 1.6 |
| 17/06/21 | David B. Bish | emails with Nigel Meakin re: [REDACTED] [REDACTED]; emails with Nigel Meakin and David Outerbridge re: [REDACTED] | 0.5 |
| 18/06/21 | David B. Bish | draft statement of position re: [REDACTED], and emails / call with Nigel Meakin and Matt Gottlieb re: same; email from G. Myers re: [REDACTED]; review comments from Nigel Meakin re: [REDACTED]; | 2.3 |
| 18/06/21 | David J. Outerbridge | call with Nigel Meakin and David Bish [REDACTED]; | 0.5 |
| 18/06/21 | Tony DeMarinis | reviewing email from counsel (Garth Myers) [REDACTED]; | 0.1 |
| 21/06/21 | David B. Bish | emails with Matt Gottlieb and Nigel Meakin re: [REDACTED] and finalize same and email same to P. Guy / J. Foreman; | 1.0 |
| 24/06/21 | Tony DeMarinis | various counsel emails regarding scheduling of upcoming hearing; | 0.1 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1548458

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------|---|--------------|
| 25/06/21 | Tony DeMarinis | emails regarding scheduling of hearing; | 0.1 |
| 28/06/21 | David B. Bish | emails with Nigel Meakin / Paul Guy / J. Foreman re: [REDACTED]; email with Nigel Meakin / Tony DeMarinis re: trademark notice / potential expiration; emails with parties to class action re: [REDACTED]; | 0.5 |
| 28/06/21 | Tony DeMarinis | receiving and reviewing correspondence from Deacons and attachments relating to Kew's Chinese trademarks; emails with Nigel Meakin regarding same; scheduling correspondence amongst counsel for Court hearing; | 0.4 |
| 29/06/21 | David B. Bish | [REDACTED] and update N. Meakin re: same; | 0.1 |
| 29/06/21 | Tony DeMarinis | various emails regarding scheduling of September 27 hearing; [REDACTED] | 0.4 |
| 30/06/21 | David B. Bish | Emails with P. Guy / J. Foreman / N. Meakin / M. Gottlieb re: [REDACTED] | 0.5 |
| 05/07/21 | David B. Bish | Conference call with J. Foreman / P. Guy / N. Meakin re: [REDACTED] [REDACTED] emails with N. Meakin / M. Gottlieb / R. Agarwal re: same; | 1.8 |
| 06/07/21 | David B. Bish | Emails with J. Foreman et al. re: [REDACTED] [REDACTED]; emails with N. Meakin re: [REDACTED] [REDACTED]; emails / conference call with N. Meakin / M. Gottlieb / R. Agarwal re: [REDACTED] [REDACTED]; email K. Kraft / D. Dutt re: [REDACTED] [REDACTED]; | 2.8 |
| 07/07/21 | David B. Bish | Emails / conference calls with P. Guy / J. Foreman re: [REDACTED] [REDACTED] emails with N. Meakin re: same; emails with D. Outerbridge re: same; | 1.4 |
| 08/07/21 | David B. Bish | Call from D. Conklin re: [REDACTED] [REDACTED] update N. Meakin re: same; | 0.7 |
| 09/07/21 | David B. Bish | [REDACTED] [REDACTED]; | 0.8 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1548458

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|--|--------------|
| 11/07/21 | David B. Bish | [REDACTED] email Nigel Meakin re: same; | 0.3 |
| 12/07/21 | David B. Bish | emails / call with David Outerbridge re: [REDACTED] [REDACTED]; emails with Paul Guy / J. Foreman re: [REDACTED] [REDACTED] | 1.0 |
| 12/07/21 | David J. Outerbridge | [REDACTED] discussion with David Bish re same; | 0.5 |
| 14/07/21 | David J. Outerbridge | [REDACTED] [REDACTED] [REDACTED] emails with David Bish re same; | 1.3 |
| 14/07/21 | David B. Bish | emails with David Outerbridge re: [REDACTED] [REDACTED] | 0.5 |
| 15/07/21 | David B. Bish | [REDACTED] [REDACTED] [REDACTED] | 1.8 |
| 20/07/21 | Tony DeMarinis | [REDACTED] | 0.5 |
| 21/07/21 | David B. Bish | emails with J. Foreman et al. re: [REDACTED] [REDACTED]; emails / conference call with M. Gottlieb / R. Agarwal / N. Meakin re: [REDACTED], [REDACTED] [REDACTED] | 1.1 |
| 22/07/21 | David B. Bish | emails with N. Meakin / D. Outerbridge re: [REDACTED] [REDACTED]; | 0.3 |
| 23/07/21 | David B. Bish | emails / call with D. Conklin re: [REDACTED] [REDACTED] emails with class counsel and defendants' counsel re: [REDACTED]; emails with N. Meakin / M. Gottlieb / R. Agarwal re: [REDACTED] [REDACTED]; emails with J. Foreman et al. re: [REDACTED] [REDACTED] emails with D. Outerbridge re: [REDACTED] | 2.4 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1548458

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|---|--------------|
| 28/07/21 | Tony DeMarinis | reviewing file for updated status of workstreams; | 0.5 |
| 29/07/21 | Tony DeMarinis | reviewing materials and correspondence [REDACTED]; reviewing receivership order; | 0.7 |
| 30/07/21 | David B. Bish | email from David Outerbridge re: [REDACTED] emails with Nigel Meakin re: same and next steps; | 0.4 |
| 30/07/21 | David J. Outerbridge | [REDACTED]; | 0.1 |
| 30/07/21 | Tony DeMarinis | reviewing receivership order in connection with passing of accounts procedure; reviewing status of remaining receivership matters; | 0.6 |
| 03/08/21 | David J. Outerbridge | communications with David Bish re [REDACTED]; considering strategy; call with Lax counsel and Nigel Meakin re same; [REDACTED]; | 1.9 |
| 03/08/21 | David B. Bish | emails / conference call with M. Gottlieb / R. Agarwal / N. Meakin / D. Outerbridge re: [REDACTED] emails with D. Outerbridge re: [REDACTED]; | 2.4 |
| 04/08/21 | David B. Bish | emails with D. Outerbridge et al. re: [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; | 1.1 |
| 05/08/21 | David J. Outerbridge | reviewing [REDACTED]; emails with David Bish re same; | 0.1 |
| 05/08/21 | David B. Bish | email from P. Guy re: [REDACTED]; emails with D. Outerbridge re: [REDACTED]; [REDACTED]; | 0.4 |
| 05/08/21 | Tony DeMarinis | reviewing [REDACTED]; | 0.2 |
| 06/08/21 | David B. Bish | emails with David Conklin, Nigel Meakin et al. re: [REDACTED]; emails with David Outerbridge re: [REDACTED]; [REDACTED]; | 0.5 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1548458

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|---|--------------|
| 07/08/21 | David B. Bish | emails with Nigel Meakin re: [REDACTED]; | 0.2 |
| 08/08/21 | David J. Outerbridge | email to [REDACTED]; | 0.1 |
| 08/08/21 | David B. Bish | email with David Outerbridge / insurers' counsel re: [REDACTED]; | 0.1 |
| 09/08/21 | David B. Bish | emails with R. McLauchlan / D. Outerbridge re: [REDACTED]; | 0.2 |
| 11/08/21 | David J. Outerbridge | call with Rod McLauchlan and David Bish re [REDACTED]; | 0.8 |
| 11/08/21 | David B. Bish | [REDACTED] | 5.2 |
| 12/08/21 | David J. Outerbridge | reporting email to Nigel Meakin re [REDACTED]; emails with David Bish re same; [REDACTED]; | 0.6 |
| 12/08/21 | David B. Bish | emails with D. Outerbridge re: [REDACTED] and emails with N. Meakin re: same; emails with P. Guy / J. Foreman re: [REDACTED]; | 0.6 |
| 16/08/21 | David B. Bish | Email / conference call with J. Foreman re: [REDACTED] update N. Marlin re: same; emails with D. Outerbridge re: draft receiver's report re: [REDACTED]; emails with D. Conklin re: [REDACTED]; | 1.5 |
| 16/08/21 | David J. Outerbridge | reviewing and commenting on draft receiver report; emails with David Bish re same; | 0.7 |
| 17/08/21 | David B. Bish | [REDACTED]; emails with David Conklin re: [REDACTED]; | 0.7 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1548458

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|---|--------------|
| 19/08/21 | Tony DeMarinis | reviewing status and materials from proceedings; | 0.4 |
| 23/08/21 | David B. Bish | emails with David Outerbridge re: [REDACTED]; | 0.1 |
| 24/08/21 | David B. Bish | emails with N. Meakin / M. Gottlieb re: interim report to court; emails with D. Outerbridge / R. McLauchlan re: [REDACTED]; | 0.3 |
| 24/08/21 | David J. Outerbridge | email to Rod McLauchlan re [REDACTED]; | 0.1 |
| 25/08/21 | David B. Bish | Review and comment on draft interim report of Receiver, and call / emails with N. Meakin re: same and review comments on same from M. Gottlieb; emails / calls with N. Meakin / D. Outerbridge re: [REDACTED]; | 1.4 |
| 26/08/21 | David B. Bish | calls / emails with N. Meakin re: draft Receiver's report and background information / materials for same; emails with D. Outerbridge / N. Meakin re: [REDACTED]; emails with P. Guy / J. Foreman re: [REDACTED] update N. Meakin re: same; | 1.7 |
| 26/08/21 | David J. Outerbridge | emails with David Bish re [REDACTED]; | 0.3 |
| 27/08/21 | David B. Bish | Emails with D. Outerbridge / R. McLauchlan re: follow-up call with insurers' counsel; emails with D. Outerbridge / D. Dutt re: [REDACTED]; emails with N. Meakin re: status; | 0.5 |
| 27/08/21 | David J. Outerbridge | email to Deepshikha Dutt re [REDACTED]; emails with Rod McLauchlan and David Bish re [REDACTED]; | 0.2 |
| 30/08/21 | David B. Bish | Review and comment on draft Fourth Report and emails with N. Meakin re: same; emails with D. Outerbridge / insurers' counsel re: follow-up call; | 1.8 |
| 31/08/21 | Tony DeMarinis | reviewing status of [REDACTED], and related materials; | 0.4 |



79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada
P. 416.865.0040 | F. 416.865.7380
www.torys.com
GST / HST Registration R119420685

September 17, 2021

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

| | |
|-----------------|------------------------|
| Invoice Number: | 1548458 |
| Matter Number: | 39586-2005 |
| Invoice Total: | \$77,968.31 CAD |

Please mail remittance to:

Torys LLP
79 Wellington Street West, Suite 3000
Box 270, TD Centre
Toronto, Ontario M5K 1N2
Canada

Remittance by Electronic Banking (please include invoice number):

| | | |
|------------------|------------------|-------------|
| TD Canada Trust | Account Name: | Torys LLP |
| 55 King Street | Bank ID: | 004 |
| West | Branch Number: | 10202 |
| Toronto, Ontario | Account (CAD): | 5364535 |
| M5K 1A2 | Account (USD): | 7389354 |
| Canada | Bank Swift Code: | TDOMCATTTOR |

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
Bank Swift Code BOFAUS3N
ABA 026 009 593

Payment is due within 30 days from the date of the invoice. Please retain this copy for your files. Interest will be charged on all accounts overdue one month or more.



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www.torys.com
GST / HST Registration R119420685

April 5, 2022

Invoice: 1568295
Matter: 39586-2005

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

Re: Kew Media Group Inc.

For Professional Services Rendered for the period ending March 31, 2022, as described in the attached Schedule.

| | |
|--|---------------------------|
| Fee | \$64,875.26 |
| Ontario - HST | <u>8,433.78</u> |
| Total Payable in Canadian Funds | <u>\$73,309.04</u> |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1568295

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|---|--------------|
| 01/09/21 | David B. Bish | emails with Jonathan Foreman / Paul Guy regarding request for follow-up call, and update Nigel Meakin regarding same; | 0.3 |
| 02/09/21 | David J. Outerbridge | [REDACTED]; | 1.0 |
| 02/09/21 | David B. Bish | [REDACTED] | 2.0 |
| 03/09/21 | David B. Bish | [REDACTED]; | 1.8 |
| 06/09/21 | David B. Bish | [REDACTED] | 0.4 |
| 06/09/21 | David J. Outerbridge | [REDACTED] | 0.3 |
| 07/09/21 | David B. Bish | [REDACTED] | 1.2 |
| 08/09/21 | David B. Bish | [REDACTED] | 1.6 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1568295

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|---|--------------|
| 08/09/21 | David J. Outerbridge | [REDACTED] | 0.1 |
| 09/09/21 | David B. Bish | emails with court office / Paul Guy regarding scheduling hearing; [REDACTED] | 0.8 |
| 09/09/21 | Tony DeMarinis | [REDACTED] | 0.2 |
| 09/09/21 | David J. Outerbridge | [REDACTED]; | 0.2 |
| 13/09/21 | David B. Bish | [REDACTED] update Nigel Meakin regarding same; | 1.2 |
| 13/09/21 | David J. Outerbridge | [REDACTED] | 0.7 |
| 14/09/21 | David B. Bish | [REDACTED] email from David Bish regarding same; [REDACTED] and email same to Nigel Meakin / David Outerbridge; | 1.8 |
| 14/09/21 | David J. Outerbridge | [REDACTED]; emails with David Bish regarding same; | 0.2 |
| 15/09/21 | David B. Bish | [REDACTED] | 2.3 |
| 17/09/21 | David B. Bish | [REDACTED] | 0.3 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1568295

Time Summary

| Date | Lawyer | Narrative | Hours |
|----------|----------------------|--|-------|
| 21/09/21 | David B. Bish | [REDACTED] | 0.3 |
| 22/09/21 | David B. Bish | [REDACTED] | 0.1 |
| 23/09/21 | David B. Bish | [REDACTED] | 2.7 |
| 23/09/21 | David J. Outerbridge | [REDACTED]; | 1.4 |
| 24/09/21 | David B. Bish | [REDACTED] emails with Nigel Meakin regarding Fourth Report; [REDACTED] | 1.6 |
| 24/09/21 | Tony DeMarinis | [REDACTED] | 0.4 |
| 27/09/21 | David B. Bish | review and revise draft Report / provide riders for open sections and notes to draft, and emails with Nigel Meakin / David Outerbridge regarding same; [REDACTED]; | 2.4 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1568295

Time Summary

| Date | Lawyer | Narrative | Hours |
|----------|----------------------|---|-------|
| 27/09/21 | Tony DeMarinis | [REDACTED]; | 0.3 |
| 28/09/21 | David B. Bish | emails with Nigel Meakin regarding draft Report / provide documents for appendices; review further comments from David Outerbridge on draft Report; emails with M. Noel regarding arrangements for service of report / affidavit of service; emails with Paul Guy / Jonathan Foreman / Mike Noel regarding logistics for providing materials to court; emails with Paul Guy et al. regarding organizing scheduling call with all stakeholders; emails with service list regarding form of order (lift stay / plaintiff's motion); | 1.7 |
| 28/09/21 | Mike Noel | coordinating the service and filing of the Receiver's Third Report; emails with D Bish regarding same; | 0.5 |
| 28/09/21 | Tony DeMarinis | counsel emails regarding scheduled October 6 hearing and stay lifting order; | 0.2 |
| 28/09/21 | David J. Outerbridge | reviewing and commenting on revisions to Receiver's fourth report; emails to David Bish and Nigel Meakin regarding same; | 0.4 |
| 29/09/21 | David B. Bish | finalize report with Nigel Meakin / Mike Noel and service of same; emails with Paul Guy / Jonathan Foreman / Mike Noel regarding logistics for motion (class counsel lift stay motion); [REDACTED] | 1.2 |
| 29/09/21 | Mike Noel | finalizing, serving and filing the Receiver's Third Report; emails with D Bish regarding same; | 0.9 |
| 29/09/21 | Tony DeMarinis | reviewing 4th Report and emails; | 0.3 |
| 30/09/21 | David B. Bish | [REDACTED] | 0.2 |
| 01/10/21 | David B. Bish | [REDACTED] | 0.7 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1568295

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|--|--------------|
| 04/10/21 | David B. Bish | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] emails with Paul Guy et al. regarding logistics / delivery of materials to court regarding lift stay motion; [REDACTED] | 1.4 |
| 04/10/21 | David J. Outerbridge | [REDACTED] [REDACTED] [REDACTED] | 0.2 |
| 05/10/21 | David B. Bish | [REDACTED] [REDACTED] [REDACTED] preparations and logistics for lift stay motion; [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | 2.5 |
| 05/10/21 | Tony DeMarinis | reviewing various emails and materials from counsel in relation to October 7 Court attendance; | 0.3 |
| 06/10/21 | David B. Bish | emails with all parties regarding preparation for lift stay motion, [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | 1.8 |
| 06/10/21 | David J. Outerbridge | [REDACTED] [REDACTED] email to David Bish regarding same; | 2.8 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1568295

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|--|--------------|
| 21/10/21 | David B. Bish | [REDACTED] | 0.1 |
| 22/10/21 | David B. Bish | [REDACTED] | 0.5 |
| 26/10/21 | David B. Bish | [REDACTED] | 0.1 |
| 28/10/21 | David B. Bish | [REDACTED] | 1.7 |
| 28/10/21 | David J. Outerbridge | [REDACTED] emails with David Bish regarding same; | 0.7 |
| 29/10/21 | David B. Bish | [REDACTED] | 0.3 |
| 05/11/21 | David B. Bish | [REDACTED] emails with David Outerbridge regarding same; | 1.4 |
| 08/11/21 | David J. Outerbridge | [REDACTED] | 0.2 |
| 09/11/21 | David B. Bish | [REDACTED] | 0.3 |
| 10/11/21 | David B. Bish | [REDACTED] | 0.1 |
| 11/11/21 | David B. Bish | [REDACTED] | 0.3 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1568295

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------|--|--------------|
| 12/11/21 | David B. Bish | [REDACTED] | 0.2 |
| 15/11/21 | David B. Bish | emails with Nigel Meakin / J. Robinson regarding CRA tax issues; | 0.1 |
| 16/11/21 | David B. Bish | emails with John Tobin regarding tax inquiries, and emails with Nigel Meakin / J. Robinson regarding same; | 0.2 |
| 17/11/21 | Tony DeMarinis | [REDACTED] reviewing status and recent activities; | 0.4 |
| 17/11/21 | David B. Bish | emails with John Tobin et al. regarding tax considerations / CRA inquiries (excise tax); [REDACTED] | 0.4 |
| 18/11/21 | David B. Bish | video conference with Jim Robinson / Nigel Meakin / John Tobin regarding tax considerations / CRA inquiries (excise tax); [REDACTED] [REDACTED] | 0.5 |
| 18/11/21 | John J. Tobin | call with J. Robinson regarding CRA matters; | 0.4 |
| 19/11/21 | David B. Bish | [REDACTED] | 0.1 |
| 22/11/21 | David B. Bish | [REDACTED] | 1.0 |
| 23/11/21 | David B. Bish | [REDACTED] | 0.4 |
| 24/11/21 | David B. Bish | [REDACTED] | 0.2 |
| 24/11/21 | Tony DeMarinis | status review, including reading recent counsel correspondence and file activity; | 0.5 |
| 25/11/21 | Tony DeMarinis | file review regarding [REDACTED] | 0.8 |
| 26/11/21 | David B. Bish | emails with Jim Robinson / Nigel Meakin / J. Tobin regarding draft letter to CRA; | 0.3 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1568295

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|--|--------------|
| 26/11/21 | John J. Tobin | review draft letter to CRA and e-mail to D. Bish regarding same; | 0.3 |
| 28/11/21 | David B. Bish | emails with Jim Robinson / Nigel Meakin regarding draft letter to CRA, and review and comment on same; | 0.5 |
| 29/11/21 | David B. Bish | emails with Jim Robinson / Nigel Meakin regarding draft letter to CRA, finalizing same; | 0.3 |
| 30/11/21 | David B. Bish | [REDACTED] | 0.4 |
| 01/12/21 | David B. Bish | [REDACTED] | 0.1 |
| 02/12/21 | David B. Bish | [REDACTED] | 0.5 |
| 03/12/21 | David B. Bish | [REDACTED] | 1.1 |
| 06/12/21 | David J. Outerbridge | [REDACTED] | 0.4 |
| 06/12/21 | David B. Bish | [REDACTED] | 1.4 |
| 07/12/21 | David B. Bish | [REDACTED] | 0.1 |
| 09/12/21 | David B. Bish | [REDACTED] | 0.8 |
| 12/12/21 | David B. Bish | [REDACTED] | 0.1 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1568295

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|---|--------------|
| 12/12/21 | David J. Outerbridge | [REDACTED] | 0.9 |
| 13/12/21 | David B. Bish | [REDACTED] email to David Bish regarding same; | 0.5 |
| 13/12/21 | David J. Outerbridge | [REDACTED] emails with David Outerbridge / Nigel Meakin regarding same; | 0.3 |
| 14/12/21 | David B. Bish | [REDACTED] | 0.1 |
| 24/12/21 | David B. Bish | [REDACTED] | 0.1 |
| 30/12/21 | David B. Bish | [REDACTED] | 0.1 |
| 31/12/21 | David B. Bish | [REDACTED] | 0.2 |
| 04/01/22 | David B. Bish | [REDACTED] | 1.0 |
| 04/01/22 | David J. Outerbridge | [REDACTED] email to Nigel Meakin regarding same; | 0.4 |
| 06/01/22 | David B. Bish | [REDACTED] | 0.4 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1568295

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------------|--|--------------|
| 06/01/22 | David J. Outerbridge | [REDACTED] | 0.2 |
| 07/01/22 | David B. Bish | [REDACTED] | 0.1 |
| 12/01/22 | David B. Bish | emails with J. Robinson / Nigel Meakin regarding CRA inquiries about receipts; | 0.1 |
| 13/01/22 | David B. Bish | review and comment on draft response to CRA regarding inquiries, and emails with J. Robinson / Nigel Meakin regarding same; review and sign off on final version of response to CRA; | 1.0 |
| 24/01/22 | David B. Bish | emails with J. Robinson et al. regarding CRA communications / audit status; | 0.2 |
| 03/02/22 | David B. Bish | [REDACTED] | 0.2 |
| 04/02/22 | David B. Bish | [REDACTED] | 0.8 |
| 11/02/22 | David B. Bish | [REDACTED] | 0.1 |
| 16/02/22 | David B. Bish | [REDACTED] | 0.2 |
| 18/02/22 | David B. Bish | [REDACTED] | 0.1 |
| 23/03/22 | David B. Bish | call with Nigel Meakin regarding status of file [REDACTED] | 0.2 |
| 24/03/22 | David B. Bish | [REDACTED] | 0.5 |



79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada
P. 416.865.0040 | F. 416.865.7380
www.torys.com
GST / HST Registration R119420685

April 5, 2022

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

| | |
|-----------------|------------------------|
| Invoice Number: | 1568295 |
| Matter Number: | 39586-2005 |
| Invoice Total: | \$73,309.04 CAD |

Please mail remittance to:

Torys LLP
79 Wellington Street West, Suite 3000
Box 270, TD Centre
Toronto, Ontario M5K 1N2
Canada

Remittance by Electronic Banking (please include invoice number):

| | | |
|------------------|------------------|------------|
| TD Canada Trust | Account Name: | Torys LLP |
| 55 King Street | Bank ID: | 004 |
| West | Branch Number: | 10202 |
| Toronto, Ontario | Account (CAD): | 5364535 |
| M5K 1A2 | Account (USD): | 7389354 |
| Canada | Bank Swift Code: | TDOMCATTOR |

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
Bank Swift Code BOFAUS3N
ABA 026 009 593

Payment is due within 30 days from the date of the invoice. Please retain this copy for your files. Interest will be charged on all accounts overdue one month or more.



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GST / HST Registration R119420685

November 16, 2022

Invoice: 1590031
Matter: 39586-2005

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

Re: Kew Media Group Inc.

For professional services rendered for the period ending November 15, 2022, as described on the attached schedule.

| | |
|--|---------------------------|
| Fee | \$47,255.75 |
| Ontario - HST | <u>6,143.25</u> |
| Total Payable in Canadian Funds | <u>\$53,399.00</u> |

Schedule

November 16, 2022

39586 – FTI Consulting Canada Inc.
Re: 2005 – Kew Media Group Inc.
 Invoice 1590031

| Date | Lawyer | Description | Hours |
|-------------|--------------------|--|-------|
| May 2, 2022 | Bish, David | video conference [REDACTED] [REDACTED] [REDACTED]; emails with David Outerbridge regarding [REDACTED] [REDACTED]; email with insurers' counsel/David Outerbridge regarding same; emails with Nigel Meakin/Lax O'Sullivan team regarding [REDACTED] [REDACTED]; | 2.30 |
| May 2, 2022 | Outerbridge, David | emails with David Bish regarding [REDACTED]; email to Ellen Snow regarding same; | 0.10 |
| May 3, 2022 | Bish, David | emails/call with Matthew Gottlieb et al. regarding [REDACTED] [REDACTED]; call from Jonathan Foreman regarding discussion with David Conklin on [REDACTED] update Nigel Meakin/Lax O'Sullivan team regarding same; emails with Jonathan Foreman/David Conklin et al. regarding arranging call to discuss next steps; email from Juan DeJesus-Caballero (Truist) regarding [REDACTED]; | 2.10 |
| May 4, 2022 | Bish, David | emails with insurers' counsel regarding [REDACTED] [REDACTED]; | 0.10 |
| May 5, 2022 | Outerbridge, David | [REDACTED] [REDACTED]; emails regarding same; [REDACTED] [REDACTED]; | 0.50 |
| May 6, 2022 | Bish, David | video conference with insurers' counsel/David Outerbridge regarding [REDACTED] [REDACTED]; video conference with Jonathan Foreman/Sarah Bowden/David Conklin regarding | 1.70 |

| Date | Lawyer | Description | Hours |
|--------------|--------------------|--|-------|
| May 19, 2022 | Bish, David | emails with Matt Gottlieb/Rahool Agarwal [REDACTED]; | 0.20 |
| May 20, 2022 | Bish, David | emails with David Conklin/Matt Gottlieb/Rahool Agarwal/Nigel Meakin [REDACTED]; emails with plaintiff team/David Conklin regarding [REDACTED]; | 0.80 |
| May 27, 2022 | Bish, David | emails with David Conklin/Nigel Meakin/Matt Gottlieb/Rahool Agarwal/David Outerbridge regarding [REDACTED]; | 0.30 |
| May 30, 2022 | Bish, David | emails with David Conklin/Nigel Meakin et al. regarding [REDACTED]; | 0.30 |
| May 31, 2022 | Bish, David | emails with David Conklin/insurers' counsel/Lax O'Sullivan/Nigel Meakin regarding [REDACTED]; | 0.50 |
| June 2, 2022 | Bish, David | emails with David Conklin regarding [REDACTED]; | 0.20 |
| June 3, 2022 | Bish, David | video conference with David Conklin/insurers' counsel/Rahool Agarwal [REDACTED] status conference call and emails with Jonathan Foreman/David Conklin regarding [REDACTED]; emails and conference call with Nigel Meakin regarding next steps; emails with David Outerbridge [REDACTED]; | 2.00 |
| June 7, 2022 | Bish, David | email from Ellen Snow [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; emails with Jonathan Foreman/David Conklin et al. [REDACTED]; emails with insurers (Marsh) regarding [REDACTED]; | 1.40 |
| June 7, 2022 | Outerbridge, David | reviewing correspondence [REDACTED]; reviewing [REDACTED]; email to Marsh [REDACTED]; | 0.50 |

| Date | Lawyer | Description | Hours |
|---------------|-------------|---|-------|
| | | [REDACTED]; email to Rod McLauchlan regarding same; | |
| June 9, 2022 | Bish, David | conference call with plaintiff's counsel/David Conklin regarding [REDACTED]; | 1.00 |
| June 10, 2022 | Bish, David | email from Danielle Filax regarding [REDACTED]; | 0.10 |
| June 15, 2022 | Bish, David | email from Ellen Snow regarding [REDACTED]; | 0.10 |
| June 29, 2022 | Bish, David | emails with David Conklin regarding [REDACTED]; | 0.40 |
| July 6, 2022 | Bish, David | emails with David Conklin/insurers' counsel [REDACTED]; | 0.10 |
| July 11, 2022 | Bish, David | emails with David Conklin/Ellen Snow/Rod McLauchlan/Mark Mandelker regarding [REDACTED]; | 0.10 |
| July 12, 2022 | Bish, David | emails with David Conklin/Ellen Snow/Rod McLauchlan/Mark Mandelker regarding [REDACTED]; | 0.10 |
| July 13, 2022 | Bish, David | emails with Ellen Snow/Rod McLauchlan/Mark Mandelker/David Conklin regarding [REDACTED]; | 0.10 |
| July 15, 2022 | Bish, David | video conference with Ellen Snow/David Conklin regarding [REDACTED] emails with Nigel Meakin/Matt Gottlieb/Rahool Agarwal regarding status update; | 0.90 |
| Aug. 2, 2022 | Bish, David | emails with David Conklin [REDACTED]; | 0.10 |
| Aug. 4, 2022 | Bish, David | emails/call with Nigel Meakin [REDACTED]; | 0.50 |
| Aug. 5, 2022 | Bish, David | email from Nigel Meakin with lenders/Ken Kraft/Matt Gottlieb regarding [REDACTED]; | 0.10 |

| Date | Lawyer | Description | Hours |
|----------------|---------------|---|--------------|
| Aug. 10, 2022 | Bish, David | email from David Conklin regarding [REDACTED]; | 0.10 |
| Aug. 11, 2022 | Bish, David | emails/call from David Conklin regarding [REDACTED]; | 0.50 |
| Aug. 15, 2022 | Bish, David | email from David Conklin regarding [REDACTED]; | 0.10 |
| Aug. 17, 2022 | Bish, David | email from David Conklin regarding [REDACTED]; | 0.10 |
| Aug. 18, 2022 | Bish, David | emails with Nigel Meakin/Rahool Agarwal/Matt Gottlieb [REDACTED] | 0.10 |
| Aug. 23, 2022 | Bish, David | email from Natalia Vandervoort regarding [REDACTED]; | 0.10 |
| Aug. 24, 2022 | Bish, David | emails with David Conklin regarding [REDACTED] and follow-up with Nigel Meakin/Rahool Agarwal/Matt Gottlieb regarding same; | 0.20 |
| Aug. 26, 2022 | Bish, David | call with Matt Gottlieb regarding [REDACTED]; email from Natalia Vandervoort [REDACTED]; | 0.40 |
| Sept. 1, 2022 | Bish, David | email David Conklin regarding [REDACTED]; | 0.30 |
| Sept. 2, 2022 | Bish, David | email from David Conklin regarding [REDACTED]; email Ellen Snow et al. regarding [REDACTED]; | 0.40 |
| Sept. 7, 2022 | Bish, David | email from Rahool Agarwal regarding [REDACTED]; | 0.10 |
| Sept. 12, 2022 | Bish, David | emails with David Conklin/insurers' counsel [REDACTED]; | 0.10 |
| Sept. 16, 2022 | Bish, David | emails with insurers' counsel/David Conklin [REDACTED]; | 0.20 |

| Date | Lawyer | Description | Hours |
|----------------|-------------|--|-------|
| Sept. 19, 2022 | Bish, David | emails with Linda Baron regarding [REDACTED]; email from Nigel Meakin [REDACTED]; | 0.20 |
| Sept. 20, 2022 | Bish, David | [REDACTED] | 0.70 |
| Sept. 21, 2022 | Bish, David | video conference with David Conklin/Mark Dunn/insurers' counsel [REDACTED] emails with Nigel Meakin/Rahool Agarwal/Matthew Gottlieb regarding same/next steps; | 1.20 |
| Sept. 22, 2022 | Bish, David | emails with Natalia Vandervoort et al. regarding [REDACTED]; emails/call with Nigel Meakin/Matt Gottlieb/Rahool Agarwal regarding [REDACTED]; | 1.00 |
| Sept. 29, 2022 | Bish, David | emails with Sarah Bowden et al. regarding [REDACTED] emails with insurers' counsel/David Conklin regarding [REDACTED]; emails with Nigel Meakin regarding same; emails with Nigel Meakin [REDACTED]; | 0.70 |
| Sept. 30, 2022 | Bish, David | email from Sarah Bowden regarding proposed status call; | 0.10 |
| Oct. 4, 2022 | Bish, David | emails with Sarah Bowden et al. regarding request for status call; | 0.30 |
| Oct. 5, 2022 | Bish, David | email/letter from Ellen Snow/Rod McLaughlin regarding [REDACTED]; emails with Nigel Meakin/Matt Gottlieb/Rahool Agarwal regarding same; | 0.50 |
| Oct. 6, 2022 | Bish, David | emails and video conference with Nigel Meakin/Matt Gottlieb [REDACTED] settling same with Nigel Meakin/Matt Gottlieb/Rahool Agarwal, and sending; | 2.20 |
| Oct. 12, 2022 | Bish, David | video conference with plaintiffs/insurers/David Conklin/Nigel Meakin [REDACTED]; emails with Nigel Meakin regarding [REDACTED] | 0.90 |

| Date | Lawyer | Description | Hours |
|---------------|-------------|--|-------|
| | | and confirm same; emails with Ellen Snow [REDACTED] [REDACTED] [REDACTED]; | |
| Oct. 20, 2022 | Bish, David | emails and call with Nigel Meakin [REDACTED] [REDACTED]; | 0.10 |
| Oct. 21, 2022 | Bish, David | call from Nigel Meakin regarding [REDACTED] [REDACTED] [REDACTED]; | 0.40 |
| Oct. 24, 2022 | Bish, David | video conference with Nigel Meakin/BMO regarding [REDACTED]; | 0.50 |
| Nov. 3, 2022 | Bish, David | emails with Nigel Meakin [REDACTED]; | 0.10 |
| Nov. 4, 2022 | Bish, David | call with Nigel Meakin regarding [REDACTED] [REDACTED]; email with Nigel Meakin/R. Agarwal/Matt Gottlieb [REDACTED] [REDACTED]; | 0.20 |

Proforma #: 1024827
Bill # 1590031/39586-2005



79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada
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November 16, 2022

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

| | |
|-----------------|------------------------|
| Invoice Number: | 1590031 |
| Matter Number: | 39586-2005 |
| Invoice Total: | \$53,399.00 CAD |

Please mail remittance to:

Torys LLP
79 Wellington Street West, Suite 3000
Box 270, TD Centre
Toronto, Ontario M5K 1N2
Canada

Remittance by Electronic Banking (please include invoice number):

| | | |
|------------------|------------------|------------|
| TD Canada Trust | Account Name: | Torys LLP |
| 55 King Street | Bank ID: | 004 |
| West | Branch Number: | 10202 |
| Toronto, Ontario | Account (CAD): | 5364535 |
| M5K 1A2 | Account (USD): | 7389354 |
| Canada | Bank Swift Code: | TDOMCATTOR |

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
Bank Swift Code BOFAUS3N
ABA 026 009 593

Payment is due within 30 days from the date of the invoice. Please retain this copy for your files. Interest will be charged on all accounts overdue one month or more.



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February 9, 2023

Invoice: 1597538
Matter: 39586-2005

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

Re: Kew Media Group Inc.

For professional services rendered for the period ending January 31, 2023, as described on the attached schedule.

| | |
|---|----------------------|
| Fee | \$34,439.88 |
| Ontario - HST | <u>4,477.18</u> |
| Total Payable in Canadian Funds | \$38,917.06 |
| Less Amount Transferred from Trust | <u>(38,917.06)</u> |
| Balance Owing | <u>\$0.00</u> |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1597538

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|----------------|---|--------------|
| 09/11/22 | Tony DeMarinis | reviewing activity, billing and retainer status; [REDACTED] [REDACTED] | 0.8 |
| 25/11/22 | Tony DeMarinis | reviewing recent work activity in connection with [REDACTED], billing, retainer; | 0.5 |
| 01/12/22 | David B. Bish | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | 1.0 |
| 02/12/22 | David B. Bish | [REDACTED] [REDACTED] [REDACTED] | 0.2 |
| 05/12/22 | David B. Bish | emails / video conference with Nigel Meakin / Matt Gottlieb [REDACTED] [REDACTED] | 0.8 |
| 12/12/22 | David B. Bish | emails with Mike Noel regarding termination of receivership / draft court materials; | 0.2 |
| 12/12/22 | Mike Noel | preparing materials for the Receiver's discharge motion; emails with David Bish regarding same; | 0.4 |
| 13/12/22 | Mike Noel | preparing materials for the Receiver's discharge motion; | 0.8 |
| 14/12/22 | Mike Noel | preparing materials for the Receiver's discharge motion; emails with David Bish regarding same; | 0.5 |
| 16/12/22 | Tony DeMarinis | emails with Nigel Meakin and Jim Robinson on billing/retainer; attending to same; | 0.3 |
| 21/12/22 | Tony DeMarinis | attending to retainer payment, billing and review; related internal emails; | 0.5 |
| 04/01/23 | David B. Bish | [REDACTED] [REDACTED] [REDACTED] | 0.6 |
| 06/01/23 | David B. Bish | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] emails with David Conklin / Paul Guy / Jonathan Foreman / Nigel Meakin regarding scheduling calls to discuss | 1.6 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1597538

Time Summary

| Date | Lawyer | Narrative | Hours |
|----------|---------------|--|-------|
| | | receivership status; [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | |
| 08/01/23 | David B. Bish | emails with Jonathan Foreman et al. regarding status call; | 0.1 |
| 09/01/23 | David B. Bish | video conference calls with David Conklin / Nigel Meakin and with Paul Guy / Jonathan Foreman / Nigel Meakin regarding [REDACTED] [REDACTED] | 1.0 |
| 10/01/23 | David B. Bish | [REDACTED] emails with insurers' counsel / Nigel Meakin regarding scheduling status call; video conference with insurers' counsel / Nigel Meakin regarding [REDACTED] [REDACTED]; [REDACTED] [REDACTED] [REDACTED] emails with Nigel Meakin / David Conklin regarding treatment of Kew's books and records upon discharge of Receiver; | 1.4 |
| 11/01/23 | David B. Bish | review and revise draft notice of motion, fee approval and discharge order, and fee affidavit, and emails with Nigel Meakin and Mike Noel regarding same; email from Nigel Meakin regarding draft 5th Report; | 2.8 |
| 11/01/23 | Mike Noel | emails with David Bish regarding Receiver's upcoming discharge motion; | 0.1 |
| 12/01/23 | David B. Bish | review and revise draft 5th Report regarding [REDACTED], fee approvals and Receiver's discharge, and emails / call with Nigel Meakin regarding same; [REDACTED] [REDACTED] [REDACTED] emails with Nigel Meakin regarding same; | 3.6 |
| 12/01/23 | Mike Noel | reviewing latest draft of the 5th Report of the Receiver; | 0.4 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1597538

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|---------------|--|--------------|
| 13/01/23 | David B. Bish | emails with Rahool Agarwal / Nigel Meakin / Matt Gottlieb regarding preparations for discharge hearing (receivership) [REDACTED]; emails with Nigel Meakin regarding remaining receivership funding; emails with class action counsel regarding [REDACTED]; emails with Mike Noel regarding updating draft court materials (discharge application); | 2.4 |
| 13/01/23 | Mike Noel | emails with David Bish regarding Receiver's discharge motion; | 0.1 |
| 16/01/23 | David B. Bish | emails with Mike Noel regarding court materials (Receiver's discharge [REDACTED]); emails with David Conklin / Nigel Meakin regarding treatment of books and records; [REDACTED]; | 0.7 |
| 16/01/23 | Mike Noel | drafting motion materials regarding Receiver's discharge motion [REDACTED]; | 0.3 |
| 17/01/23 | David B. Bish | video conference with class action counsel / insurer's counsel / Goodmans team / David Hausman / Nigel Meakin regarding pending receivership discharge application [REDACTED]; emails / conference call with Rahool Agarwal / Nigel Meakin regarding advancing discharge application [REDACTED]; review revised draft orders / notice of motion (Receiver's discharge [REDACTED]), and emails with Mike Noel regarding same; | 1.9 |
| 17/01/23 | Mike Noel | drafting motion materials regarding Receiver's discharge motion [REDACTED]; emails with David Bish regarding same; | 1.5 |
| 18/01/23 | David B. Bish | emails with Mark Dunn / Nigel Meakin / David Conklin / Carlie Fox regarding treatment of Receiver's books and records; | 0.2 |
| 19/01/23 | David B. Bish | video conference / emails with Nigel Meakin / Mark Dunn / David Conklin regarding [REDACTED] | 0.9 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1597538

Time Summary

| Date | Lawyer | Narrative | Hours |
|----------|---------------|---|-------|
| 20/01/23 | David B. Bish | [REDACTED]; [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] emails with Rahool Agarwal / Nigel Meakin regarding [REDACTED] [REDACTED]; | 1.1 |
| 24/01/23 | David B. Bish | emails with Nigel Meakin / David Conklin regarding [REDACTED] [REDACTED] [REDACTED] | 0.3 |
| 25/01/23 | David B. Bish | emails with Rahool Agarwal / Nigel Meakin / Matt Gottlieb regarding [REDACTED]; | 0.2 |
| 26/01/23 | David B. Bish | emails with Nigel Meakin regarding [REDACTED] [REDACTED]; emails with David Conklin / Nigel Meakin / Mark Dunn regarding planning for books and records post-receivership termination; | 0.3 |
| 27/01/23 | David B. Bish | [REDACTED] [REDACTED] and emails with Nigel Meakin regarding same; emails with Rahool Agarwal / Nigel Meakin / Matt Gottlieb [REDACTED] [REDACTED]; email from Mark Dunn regarding books and records post- receivership termination; [REDACTED] [REDACTED] [REDACTED] | 1.3 |
| 30/01/23 | David B. Bish | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | 0.1 |
| 31/01/23 | David B. Bish | [REDACTED] [REDACTED] [REDACTED] [REDACTED]; emails with Nigel Meakin / | 1.8 |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1597538

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|---------------|---|--------------|
| | | David Conklin / Mark Dunn regarding books and records post-discharge; | |

Lawyer Summary

| <u>Timekeeper</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|-------------------------------|---------------------|--------------------|----------------------|
| David B. Bish | 24.5 | 1,210.16 | 29,648.85 |
| Tony DeMarinis | 2.1 | 1,215.50 | 2,552.55 |
| Mike Noel | 4.1 | 545.97 | 2,238.48 |
| TOTAL HOURS & FEES | 30.7 | | \$34,439.88 |



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February 9, 2023

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

| | |
|-----------------|-------------------|
| Invoice Number: | 1597538 |
| Matter Number: | 39586-2005 |
| Invoice Total: | \$0.00 CAD |

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February 14, 2023

Invoice: 1598097
Matter: 39586-2005

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

Re: Kew Media Group Inc.

For professional services rendered for the period ending February 10, 2023, as described on the attached schedule.

| | |
|--|--------------------------|
| Fee | \$2,552.55 |
| Ontario - HST | <u>331.83</u> |
| Total Payable in Canadian Funds | <u>\$2,884.38</u> |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1598097

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|---------------|---|--------------|
| 01/02/23 | David B. Bish | Emails with R. Agarwal / Matt Gottlieb / Nigel Meakin re: [REDACTED]; | 0.8 |
| 02/02/23 | David B. Bish | Emails with N. Meakin / D. Conklin / M. Dunn re: [REDACTED]; | 0.4 |
| 03/02/23 | David B. Bish | Video conference with D. Conklin / M. Dunn / N. Meakin re: books and records [REDACTED]; call with R. Agarwal re: [REDACTED]; | 0.7 |
| 05/02/23 | David B. Bish | Email from D. Conklin re: [REDACTED]; | 0.1 |
| 08/02/23 | David B. Bish | Email from M. Dunn re: treatment of books and records upon discharge of receiver and email with N. Meakin re: same; | 0.1 |

Lawyer Summary

| <u>Timekeeper</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|-------------------------------|---------------------|--------------------|----------------------|
| David B. Bish | 2.1 | 1,215.50 | 2,552.55 |
| TOTAL HOURS & FEES | 2.1 | | \$2,552.55 |



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February 14, 2023

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

| | |
|-----------------|-----------------------|
| Invoice Number: | 1598097 |
| Matter Number: | 39586-2005 |
| Invoice Total: | \$2,884.38 CAD |

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February 22, 2023

Invoice: 1598626
Matter: 39586-2005

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

Re: Kew Media Group Inc.

For professional services rendered for the period ending February 17, 2023, as described on the attached schedule.

| | |
|--|------------------------|
| Fee | \$364.65 |
| Ontario - HST | <u>47.40</u> |
| Total Payable in Canadian Funds | <u>\$412.05</u> |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1598626

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|---------------|--|--------------|
| 11/02/23 | David B. Bish | Email from D. Conklin re: [REDACTED] [REDACTED] [REDACTED] | 0.2 |
| 12/02/23 | David B. Bish | Emails with R. Agarwal / M. Gottlieb / N. Meakin re: [REDACTED] | 0.1 |

Lawyer Summary

| <u>Timekeeper</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|-------------------------------|---------------------|--------------------|----------------------|
| David B. Bish | 0.3 | 1,215.50 | 364.65 |
| TOTAL HOURS & FEES | 0.3 | | \$364.65 |



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February 22, 2023

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

| | |
|-----------------|---------------------|
| Invoice Number: | 1598626 |
| Matter Number: | 39586-2005 |
| Invoice Total: | \$412.05 CAD |

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February 28, 2023

Invoice: 1599615
Matter: 39586-2005

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

Re: Kew Media Group Inc.

For professional services rendered for the period ending February 24, 2023, as described on the attached schedule.

| | |
|--|------------------------|
| Fee | \$850.85 |
| Ontario - HST | <u>110.61</u> |
| Total Payable in Canadian Funds | <u>\$961.46</u> |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1599615

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|---------------|---|--------------|
| 22/02/23 | David B. Bish | Emails with R. Agarwal / M. Gottlieb / N. Meakin re: [REDACTED] | 0.2 |
| 24/02/23 | David B. Bish | Emails with M. Dunn / N. Meakin et al. re: arrangements for delivery of books and records to Goodmans upon discharge; emails with R. Agarwal / M. Gottlieb / N. Meakin re: [REDACTED] | 0.5 |

Lawyer Summary

| <u>Timekeeper</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|-------------------------------|---------------------|--------------------|----------------------|
| David B. Bish | 0.7 | 1,215.50 | 850.85 |
| TOTAL HOURS & FEES | 0.7 | | \$850.85 |



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February 28, 2023

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
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Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

| | |
|-----------------|---------------------|
| Invoice Number: | 1599615 |
| Matter Number: | 39586-2005 |
| Invoice Total: | \$961.46 CAD |

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March 8, 2023

Invoice: 1600048
Matter: 39586-2005

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

Re: Kew Media Group Inc.

For professional services rendered for the period ending March 3, 2023, as described on the attached schedule.

| | |
|--|------------------------|
| Fee | \$243.10 |
| Ontario - HST | <u>31.60</u> |
| Total Payable in Canadian Funds | <u>\$274.70</u> |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1600048

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|---------------|--|--------------|
| 28/02/23 | David B. Bish | Emails with M. Dunn / N. Meakin / D. Conklin re: preservation of books and records following receivership termination; | 0.1 |
| 01/03/23 | David B. Bish | Emails with R. Agarwal / M. Gottlieb / N. Meakin re: [REDACTED] [REDACTED] | 0.1 |

Lawyer Summary

| <u>Timekeeper</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|-------------------------------|---------------------|--------------------|----------------------|
| David B. Bish | 0.2 | 1,215.50 | 243.10 |
| TOTAL HOURS & FEES | 0.2 | | \$243.10 |



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March 8, 2023

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

| | |
|-----------------|---------------------|
| Invoice Number: | 1600048 |
| Matter Number: | 39586-2005 |
| Invoice Total: | \$274.70 CAD |

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March 15, 2023

Invoice: 1600905
Matter: 39586-2005

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

Re: Kew Media Group Inc.

For professional services rendered for the period ending March 10, 2023, as described on the attached schedule.

| | |
|--|------------------------|
| Fee | \$607.75 |
| Ontario - HST | <u>79.01</u> |
| Total Payable in Canadian Funds | <u>\$686.76</u> |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1600905

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|---------------|--|--------------|
| 07/03/23 | David B. Bish | Emails with R. Agarwal / N. Meakin / M. Gottlieb re: [REDACTED] [REDACTED] | 0.1 |
| 10/03/23 | David B. Bish | Video conference with D. Conklin / N. Meakin re: [REDACTED] and transfer of books and records; emails with R. Agarwal / M. Gottlieb / N. Meakin re: [REDACTED] | 0.4 |

Lawyer Summary

| <u>Timekeeper</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|-------------------------------|---------------------|--------------------|----------------------|
| David B. Bish | 0.5 | 1,215.50 | 607.75 |
| TOTAL HOURS & FEES | 0.5 | | \$607.75 |



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March 15, 2023

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

| | |
|-----------------|---------------------|
| Invoice Number: | 1600905 |
| Matter Number: | 39586-2005 |
| Invoice Total: | \$686.76 CAD |

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March 30, 2023

Invoice: 1602541
Matter: 39586-2005

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

Re: Kew Media Group Inc.

For professional services rendered for the period ending March 24, 2023, as described on the attached schedule.

| | |
|--|--------------------------|
| Fee | \$1,701.70 |
| Ontario - HST | <u>221.22</u> |
| Total Payable in Canadian Funds | <u>\$1,922.92</u> |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1602541

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|---------------|---|--------------|
| 21/03/23 | David B. Bish | Emails with N. Meakin / R. Agarwal / M. Gottlieb [REDACTED] | 0.3 |
| 22/03/23 | David B. Bish | Email R. Agarwal re: [REDACTED] [REDACTED]; | 0.1 |
| 23/03/23 | David B. Bish | Emails with N. Meakin re: [REDACTED] [REDACTED] [REDACTED]; | 0.8 |
| 24/03/23 | David B. Bish | Email R. Agarwal / N. Meakin / M. Gottlieb re: [REDACTED] [REDACTED]; email with M. Dunn et al. [REDACTED] [REDACTED]; | 0.2 |

Lawyer Summary

| <u>Timekeeper</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|-------------------------------|---------------------|--------------------|----------------------|
| David B. Bish | 1.4 | 1,215.50 | 1,701.70 |
| TOTAL HOURS & FEES | 1.4 | | \$1,701.70 |



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March 30, 2023

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

| | |
|-----------------|-----------------------|
| Invoice Number: | 1602541 |
| Matter Number: | 39586-2005 |
| Invoice Total: | \$1,922.92 CAD |

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| | | |
|------------------|------------------|------------|
| TD Canada Trust | Account Name: | Torys LLP |
| 55 King Street | Bank ID: | 004 |
| West | Branch Number: | 10202 |
| Toronto, Ontario | Account (CAD): | 5364535 |
| M5K 1A2 | Account (USD): | 7389354 |
| Canada | Bank Swift Code: | TDOMCATTOR |

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
Bank Swift Code BOFAUS3N
ABA 026 009 593

Payment is due within 30 days from the date of the invoice. Please retain this copy for your files. Interest will be charged on all accounts overdue one month or more.



79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada
P. 416.865.0040 | F. 416.865.7380
www.torys.com
GST / HST Registration R119420685

April 19, 2023

Invoice: 1604244
Matter: 39586-2005

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

Re: Kew Media Group Inc.

For professional services rendered for the period ending April 14, 2023, as described on the attached schedule.

| | |
|--|--------------------------|
| Fee | \$6,806.80 |
| Ontario - HST | <u>884.88</u> |
| Total Payable in Canadian Funds | <u>\$7,691.68</u> |

Re: Kew Media Group Inc.

Matter: 39586-2005

Invoice: 1604244

Time Summary

| Date | Lawyer | Narrative | Hours |
|-------------|---------------|--|--------------|
| 10/04/23 | David B. Bish | Emails / call with N. Meakin / R. Agarwal re: preparation for receiver’s discharge hearing / [REDACTED] | 0.5 |
| 11/04/23 | David B. Bish | Emails with court office / M. Noel re: arranging court time for receiver discharge hearing; call / emails from P. Guy re: [REDACTED] receivership; provide status update on discharge hearing / [REDACTED] | 1.4 |
| 12/04/23 | David B. Bish | Review draft Fifth Report and provide comments to N. Meakin; emails with N. Meakin re: scheduling discharge motion; | 1.0 |
| 13/04/23 | David B. Bish | Call with P. Guy [REDACTED] emails with all counsel re: scheduling discharge hearing and emails with court office re: same; emails with N. Meakin re: draft fee affidavits; emails with M. Noel re: preparing / finalizing Commercial List Request form; emails with N. Meakin / R. Agarwal [REDACTED] | 2.2 |
| 14/04/23 | David B. Bish | Conference call with N. Meakin / R. Agarwal re: [REDACTED] submit request form booking court time for discharge hearing and emails with court office re: same; | 0.5 |

Lawyer Summary

| <u>Timekeeper</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|-------------------------------|---------------------|--------------------|----------------------|
| David B. Bish | 5.6 | 1,215.50 | 6,806.80 |
| TOTAL HOURS & FEES | 5.6 | | \$6,806.80 |



79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada
P. 416.865.0040 | F. 416.865.7380
www.torys.com
GST / HST Registration R119420685

April 19, 2023

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Email: nigel.meakin@fticonsulting.com

Invoice Number: 1604244
Matter Number: 39586-2005
Invoice Total: **\$7,691.68 CAD**

Please mail remittance to:

Torys LLP
79 Wellington Street West, Suite 3000
Box 270, TD Centre
Toronto, Ontario M5K 1N2
Canada

Remittance by Electronic Banking (please include invoice number):

| | | |
|------------------|------------------|------------|
| TD Canada Trust | Account Name: | Torys LLP |
| 55 King Street | Bank ID: | 004 |
| West | Branch Number: | 10202 |
| Toronto, Ontario | Account (CAD): | 5364535 |
| M5K 1A2 | Account (USD): | 7389354 |
| Canada | Bank Swift Code: | TDOMCATTOR |

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
Bank Swift Code BOFAUS3N
ABA 026 009 593

Payment is due within 30 days from the date of the invoice. Please retain this copy for your files. Interest will be charged on all accounts overdue one month or more.

THIS IS **EXHIBIT “B”** REFERRED TO IN THE
AFFIDAVIT OF MIKE NOEL,
AFFIRMED REMOTELY BY MIKE NOEL
BEFORE ME *BY VIDEO CONFERENCE*, THIS 5th
DAY OF MAY, 2023.

A handwritten signature in black ink, appearing to read "David Bish". The signature is written in a cursive style with a horizontal line through the middle of the letters.

David Bish
Commissioner for Taking Affidavits

TORYS LLP
ACCOUNT SUMMARY

| Invoice | Invoice Date | Hours | Fees | Costs | Tax | Invoice Total |
|--------------------|--------------------|--------------|-------------------|---------------|------------------|-------------------|
| 1523562 | December 16, 2020 | 169.1 | 127,705.92 | 682.89 | 16,638.49 | 145,027.30 |
| 1533723 | April 9, 2021 | 47.9 | 38,128.15 | 40.00 | 4,961.86 | 43,130.01 |
| 1548458 | September 17, 2021 | 67.7 | 68,998.50 | 0.00 | 8,969.81 | 77,968.31 |
| 1568295 | April 5, 2022 | 71.5 | 64,875.26 | 0.00 | 8,433.78 | 73,309.04 |
| 1590031 | November 16, 2022 | 45.7 | 47,255.75 | 0.00 | 6,143.25 | 53,399.00 |
| 1597538 | February 9, 2023 | 30.7 | 34,439.88 | 0.00 | 4,477.18 | 38,917.06 |
| 1598097 | February 14, 2023 | 2.1 | 2,552.55 | 0.00 | 331.83 | 2,884.38 |
| 1598626 | February 22, 2023 | 0.3 | 364.65 | 0.00 | 47.40 | 412.05 |
| 1599615 | February 28, 2023 | 0.7 | 850.85 | 0.00 | 110.61 | 961.46 |
| 1600048 | March 8, 2023 | 0.2 | 243.10 | 0.00 | 31.60 | 274.70 |
| 1600905 | March 15, 2023 | 0.5 | 607.75 | 0.00 | 79.01 | 686.76 |
| 1602541 | March 30, 2023 | 1.4 | 1,701.70 | 0.00 | 221.22 | 1,922.92 |
| 1604244 | April 19, 2023 | 5.6 | 6,806.80 | 0.00 | 884.88 | 7,691.68 |
| Total (CDN) | | 443.4 | 394,530.86 | 722.89 | 51,330.92 | 446,584.67 |

THIS IS **EXHIBIT “C”** REFERRED TO IN THE
AFFIDAVIT OF MIKE NOEL,
AFFIRMED REMOTELY BY MIKE NOEL
BEFORE ME *BY VIDEO CONFERENCE*, THIS 5th
DAY OF MAY, 2023.



David Bish
Commissioner for Taking Affidavits

**TORYS LLP
PERSONNEL SUMMARY**

| Staff | Title | Year of Call | Total Hours | Hourly Rate (\$CDN) | *Amount Billed (\$CDN) |
|---------------------|-------------------|---------------------|--------------------|----------------------------|-------------------------------|
| Avramopoulos, Maria | Searcher | | 1.1 | 157 | 172.98 |
| Babad, Jake | Associate | 2020 | 41.0 | 408 | 16,723.81 |
| Bish, David | Partner | 1999 | 215.3 | 1060 | 228,270.17 |
| DeMarinis, Tony | Partner | 1989 | 40.6 | 975 | 39,586.65 |
| Fabello, John | Partner | 1994 | 29.8 | 981 | 29,237.90 |
| Israel, Shoshana | Senior Law Clerk | | 5.6 | 351 | 1,966.05 |
| Koopman, Colette | Articling Student | | 2.2 | 298 | 654.50 |
| Noel, Mike | Associate | 2020 | 30.3 | 413 | 12,509.98 |
| Outerbridge, David | Partner | 2000 | 23.0 | 869 | 19,985.74 |
| Slavens, Adam | Partner | 2007 | 53.8 | 833 | 44,790.89 |
| Tobin, John | Partner | 1989 | 0.7 | 903 | 632.19 |
| Total | | | 443.4 | | 394,530.86 |

* Fees ONLY - Excludes Disbursements and Tax

TORYS LLP
Annual PERSONNEL SUMMARY

| Year | Tkpr | Title | CDN \$Fees Billed | Hours | Rate |
|--------------------|---------------------|-------------------|--------------------------|---------------|-------------|
| 2020 | Avramopoulos, Maria | Searcher | 172.98 | 1.1 | 157 |
| | Babad, Jake | Associate | 11,547.29 | 28.6 | 404 |
| | Bish, David | Partner | 32,618.75 | 30.7 | 1063 |
| | DeMarinis, Tony | Partner | 10,326.25 | 9.1 | 1135 |
| | Fabello, John | Partner | 21,993.75 | 22.5 | 978 |
| | Israel, Shoshana | Senior Law Clerk | 1,045.50 | 3.0 | 349 |
| | Koopman, Colette | Articling Student | 654.50 | 2.2 | 298 |
| | Noel, Mike | Associate | 9,770.80 | 24.2 | 404 |
| | Outerbridge, David | Partner | 624.75 | 0.7 | 893 |
| | Slavens, Adam | Partner | 38,951.35 | 47.0 | 829 |
| | | 127,705.92 | 169.10 | | |
| 2021 | Babad, Jake | Associate | 5,176.52 | 12.4 | 417 |
| | Bish, David | Partner | 65,266.13 | 59.4 | 1099 |
| | DeMarinis, Tony | Partner | 15,606.00 | 19.5 | 800 |
| | Fabello, John | Partner | 7,244.15 | 7.3 | 992 |
| | Israel, Shoshana | Senior Law Clerk | 920.55 | 2.6 | 354 |
| | Outerbridge, David | Partner | 7,073.76 | 7.6 | 931 |
| | Slavens, Adam | Partner | 5,839.54 | 6.8 | 859 |
| | | 107,126.65 | 115.60 | | |
| 2022 | Bish, David | Partner | 87,609.04 | 89.9 | 975 |
| | DeMarinis, Tony | Partner | 11,101.85 | 9.9 | 1121 |
| | Noel, Mike | Associate | 500.70 | 2.0 | 250 |
| | Outerbridge, David | Partner | 12,287.23 | 14.7 | 836 |
| | Tobin, John | Partner | 632.19 | 0.7 | 903 |
| | | 112,131.01 | 117.20 | | |
| 2023 | Bish, David | Partner | 42,776.25 | 35.3 | 1212 |
| | DeMarinis, Tony | Partner | 2,552.55 | 2.1 | 1216 |
| | Noel, Mike | Associate | 2,238.48 | 4.1 | 546 |
| | | 47,567.28 | 41.50 | | |
| Grand Total | | | 394,530.86 | 443.40 | |

Applicant

-and-

KEW MEDIA GROUP INC. AND KEW MEDIA INTERNATIONAL (CANADA) INC.

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**AFFIDAVIT OF MIKE NOEL
(sworn May 5, 2023)**

Torys LLP

79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, ON M5K 1N2
Fax: 416.865.7380

David Bish (LSO #: 41629A)

Tel: 416.865.7353
Email: dbish@torys.com

Tony DeMarinis (LSO #: 29451Q)

Tel: 416.865.8162
Email: tdemarinis@torys.com

Adam M. Slavens (LSO #: 54433J)

Tel: 416.865.7333
Email: aslavens@torys.com

Mike Noel (LSO #: 80130F)

Tel: 416.865.7378
Email: mnoel@torys.com

Lawyers for FTI Consulting Canada Inc., the Court-appointed Receiver and Manager of Kew Media Group Inc. and Kew Media International (Canada) Inc.

Appendix E

Affidavit of Rahool Agarwal, sworn May 2, 2023

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KEW MEDIA GROUP INC. and
KEW MEDIA INTERNATIONAL (CANADA) INC.

Plaintiffs

and

GRANT THORNTON LLP, GRANT THORNTON UK LLP and
GRANT THORNTON UK LLC

Defendants

AFFIDAVIT OF RAHOOL P. AGARWAL

I, Rahool P. Agarwal, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am a partner with the law firm of Lax O'Sullivan Lisus Gottlieb LLP (“**LOLG**”), lawyers for FTI Consulting Canada Inc. (“**FTI**”) in its capacity as Court-Appointed Receiver of Kew Media Group Inc. and Kew Media International (Canada) Inc. and, as such, have knowledge of the matters contained in this affidavit.
2. By order dated February 28, 2020 (the “**Appointment Order**”), FTI was appointed as receiver and manager (the “**Receiver**”), without security, of the assets, property, and undertakings of Kew Media Group Inc. and Kew Media International (Canada) Incorporated.

3. Under paragraphs 18 and 19 of the Appointment Order, the Receiver and its legal counsel are entitled to be paid their reasonable fees and disbursements at their standard rates and are required to pass their accounts from time to time.
4. The efforts and activities of the Receiver are described in the four reports to the Court dated August 25, 2020, February 12, 2021, August 26, 2021, and April 5, 2022, that the Receiver has filed prior to the date hereof in these proceedings.
5. LOLG was engaged to act as independent counsel to the Receiver in respect of potential causes of action in the receivership.
6. The LOLG invoices, which are for the period from December 31, 2020, to March 31, 2023 (the “**Billing Period**”), disclose (i) the dates on which LOLG rendered their legal services, (ii) the time expended by each person and their hourly rates; and (iii) the total charges for the services rendered and disbursements incurred for the relevant period. The LOLG billing summary, redacted for confidential information, is attached hereto as **Exhibit “A,”** and copies of the invoices, redacted for privileged, confidential, and commercially sensitive information, are attached hereto as **Exhibit “B.”**
7. LOLG expended a total of 608.90 hours in connection with this matter during the Billing Period, giving rise to fees and disbursements inclusive of HST totaling \$405,152.92 comprised of \$356,776.50 of fees, \$1,803.73 of disbursements, and \$46,572.69 of HST, all of which are outlined in the LOLG billing summary.
8. Some additional costs in respect of LOLG may be incurred to conclude this matter. I do expect such costs to exceed \$10,000 (+ HST).

9. This affidavit is sworn in support of a motion to be made in these proceedings by the Receiver seeking, among other things, approval of the fees and disbursements of LOLG in its capacity as counsel for the Receiver.

Affirmed by Rahool P. Agarwal at the City of Toronto, in the Province of Ontario, before me on May 2, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

David Tonis

RAHOOL P. AGARWAL

This is Exhibit "A" referred to in the Affidavit of Rahool P. Agarwal sworn by Rahool P. Agarwal at the City of Toronto, in the Province of Ontario, before me on May 2, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

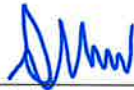


Commissioner for Taking Affidavits (or as may be)

David Jones

| Date | Inv # | Client Name | Fees | Disbs | HST | Total |
|-------------|-------|----------------------------|---------------------|-------------------|--------------------|---------------------|
| Dec 31/2020 | 36622 | FTI Consulting Canada Inc. | \$1,697.50 | \$0.00 | \$220.68 | \$1,918.18 |
| Jan 31/2021 | 36898 | FTI Consulting Canada Inc. | \$14,587.00 | \$0.00 | \$1,896.31 | \$16,483.31 |
| Feb 28/2021 | 37145 | FTI Consulting Canada Inc. | \$10,345.00 | \$329.00 | \$1,344.85 | \$12,018.85 |
| Mar 31/2021 | 37412 | FTI Consulting Canada Inc. | \$46,863.00 | \$223.45 | \$6,121.24 | \$53,207.69 |
| Apr 30/2021 | 37673 | FTI Consulting Canada Inc. | \$9,233.00 | \$0.00 | \$1,200.29 | \$10,433.29 |
| May 31/2021 | 37946 | FTI Consulting Canada Inc. | \$9,026.00 | \$0.00 | \$1,173.38 | \$10,199.38 |
| Jun 30/2021 | 38103 | FTI Consulting Canada Inc. | \$6,482.00 | \$308.36 | \$882.75 | \$7,673.11 |
| Jul 31/2021 | 38348 | FTI Consulting Canada Inc. | \$19,346.00 | \$112.09 | \$2,529.55 | \$21,987.64 |
| Aug 31/2021 | 38820 | FTI Consulting Canada Inc. | \$7,004.00 | \$0.00 | \$910.52 | \$7,914.52 |
| Sep 30/2021 | 38901 | FTI Consulting Canada Inc. | \$7,266.00 | \$0.00 | \$944.58 | \$8,210.58 |
| Oct 31/2021 | 39188 | FTI Consulting Canada Inc. | \$9,718.00 | \$477.52 | \$1,325.42 | \$11,520.94 |
| Nov 30/2021 | 39415 | FTI Consulting Canada Inc. | \$7,767.00 | \$70.53 | \$1,018.88 | \$8,856.41 |
| Dec 31/2021 | 39637 | FTI Consulting Canada Inc. | \$24,397.50 | \$0.00 | \$3,171.68 | \$27,569.18 |
| Jan 31/2022 | 40022 | FTI Consulting Canada Inc. | \$29,391.50 | \$214.78 | \$3,848.82 | \$33,455.10 |
| Feb 28/2022 | 40179 | FTI Consulting Canada Inc. | \$47,894.50 | \$0.00 | \$6,226.29 | \$54,120.79 |
| Mar 31/2022 | 40552 | FTI Consulting Canada Inc. | \$31,165.00 | \$52.50 | \$4,058.28 | \$35,275.78 |
| Apr 30/2022 | 40702 | FTI Consulting Canada Inc. | \$13,827.00 | \$14.25 | \$1,799.36 | \$15,640.61 |
| May 31/2022 | 40975 | FTI Consulting Canada Inc. | \$23,395.00 | \$0.00 | \$3,041.35 | \$26,436.35 |
| Nov 30/2022 | 42378 | FTI Consulting Canada Inc. | \$17,062.50 | \$1.25 | \$2,218.29 | \$19,282.04 |
| Dec 31/2022 | 42687 | FTI Consulting Canada Inc. | \$2,970.00 | \$0.00 | \$386.10 | \$3,356.10 |
| Jan 31/2023 | 42758 | FTI Consulting Canada Inc. | \$6,227.00 | \$0.00 | \$809.51 | \$7,036.51 |
| Feb 28/2023 | 43121 | FTI Consulting Canada Inc. | \$7,332.00 | \$0.00 | \$953.16 | \$8,285.16 |
| Mar 31/2023 | 43456 | FTI Consulting Canada Inc. | \$3,780.00 | \$0.00 | \$491.40 | \$4,271.40 |
| | | | \$356,776.50 | \$1,803.73 | \$46,572.69 | \$405,152.92 |

This is Exhibit "B" referred to in the Affidavit of Rahool P. Agarwal sworn by Rahool P. Agarwal at the City of Toronto, in the Province of Ontario, before me on May 2, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

David Jones

Lax O'Sullivan Lisus Gottlieb LLP
Suite 2750, 145 King Street W, Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730
www.lolg.ca

Lax
O'Sullivan
Lisus
Gottlieb

January 31, 2021

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street Wes
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Nigel Meakin

File #: 15181

Inv #: 36898

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to January 31, 2021

| <u>SUMMARY OF HOURS & FEES</u> | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|---|---------------------|--|----------------------|
| Matthew P. Gottlieb | 8.50 | \$1,050.00 | \$8,925.00 |
| Jeremie Lachance | 14.90 | \$380.00 | \$5,662.00 |
| | | | |
| | | TOTAL FEES | \$14,587.00 |
| | | HST | \$1,896.31 |
| | | | <hr/> |
| | | TOTAL FEES and HST | \$16,483.31 |
| | | | |
| | | TOTAL DISBURSEMENTS | \$0.00 |
| | | HST | \$0.00 |
| | | | <hr/> |
| | | TOTAL DISBURSEMENTS AND HST | \$0.00 |
| | | | |
| | | TOTAL FEES, DISBURSEMENTS and HST | \$16,483.31 |

| <u>DATE</u> | <u>DESCRIPTION</u> | <u>LAWYER</u> | <u>HOURS</u> | <u>AMOUNT</u> |
|-------------|---|---------------|--------------|---------------|
| Jan /08/21 | Call with [REDACTED] N. Meakin and J. Lachance; [REDACTED] call with N. Meakin; | MPG | 1.00 | \$1,050.00 |
| | Call with N. Meakin, [REDACTED] | JL | 0.50 | \$190.00 |
| Jan /12/21 | Conference call with group; office conference with N. Meakin; [REDACTED]; | MPG | 1.30 | \$1,365.00 |
| Jan /13/21 | Office conference with J. Lachance [REDACTED] | MPG | 1.00 | \$1,050.00 |
| | [REDACTED] | JL | 3.00 | \$1,140.00 |
| Jan /14/21 | [REDACTED] [REDACTED]; office conference with J. Lachance; | MPG | 1.50 | \$1,575.00 |
| | [REDACTED] | JL | 3.20 | \$1,216.00 |
| Jan /18/21 | [REDACTED] | JL | 4.20 | \$1,596.00 |
| Jan /19/21 | [REDACTED] | JL | 2.10 | \$798.00 |
| Jan /20/21 | Office conference with J. Lachance; [REDACTED] | MPG | 1.20 | \$1,260.00 |
| Jan /21/21 | [REDACTED] office conference with J. Lachance; | MPG | 2.50 | \$2,625.00 |
| Jan /28/21 | [REDACTED] | JL | 1.90 | \$722.00 |

| | | |
|-----------------------|--------------|--------------------|
| HOURS AND FEES | <u>23.40</u> | <u>\$14,587.00</u> |
| HST 13%: | | 1,896.31 |

| | | |
|----------------------|--|--------------------|
| FEES AND HST: | | <u>\$16,483.31</u> |
|----------------------|--|--------------------|

DISBURSEMENTS

| | | |
|----------------|--|---------------|
| DISBURSEMENTS: | | <u>\$0.00</u> |
| HST 13%: | | 0.00 |

| | | |
|---|--|--------------------|
| TOTAL DISBURSEMENTS AND HST: | | <u>\$0.00</u> |
| TOTAL FEES, DISBURSEMENTS & HST: | | <u>\$16,483.31</u> |

HST #:886788595
E & O E

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 3% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

Lax O'Sullivan Lissus Gottlieb LLP
Suite 2750, 145 King Street W, Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730
www.lolg.ca

Lax
O'Sullivan
Lissus
Gottlieb

February 28, 2021

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street Wes
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Nigel Meakin

File #: 15181

Inv #: 37145

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to February 28, 2021

| <u>SUMMARY OF HOURS & FEES</u> | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|---|---------------------|--|----------------------|
| Matthew P. Gottlieb | 3.70 | \$1,050.00 | \$3,885.00 |
| Jeremie Lachance | 17.00 | \$380.00 | \$6,460.00 |
| | | | |
| | | TOTAL FEES | \$10,345.00 |
| | | HST | \$1,344.85 |
| | | | <hr/> |
| | | TOTAL FEES and HST | \$11,689.85 |
| | | | |
| | | TOTAL DISBURSEMENTS | \$329.00 |
| | | HST | \$0.00 |
| | | | <hr/> |
| | | TOTAL DISBURSEMENTS AND HST | \$329.00 |
| | | | |
| | | TOTAL FEES, DISBURSEMENTS and HST | \$12,018.85 |

| <u>DATE</u> | <u>DESCRIPTION</u> | <u>LAWYER</u> | <u>HOURS</u> | <u>AMOUNT</u> |
|-------------|---|---------------|--------------|---------------|
| Feb /04/21 | Office conference with J. Lachance; emails with N. Meakin; | MPG | 0.70 | \$735.00 |
| Feb /05/21 | Office conference with J. Lachance; emails with N. Meakin; | MPG | 0.70 | \$735.00 |
| | [REDACTED] [REDACTED] [REDACTED] correspondence with N. Meakin [REDACTED] correspondence with M. Gottlieb [REDACTED] [REDACTED] | JL | 2.60 | \$988.00 |
| Feb /08/21 | [REDACTED] office conference with J. Lachance; [REDACTED] | MPG | 1.00 | \$1,050.00 |
| | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | JL | 2.10 | \$798.00 |
| Feb /09/21 | [REDACTED] office conference with J. Lachance; emails and calls [REDACTED] [REDACTED] | MPG | 1.30 | \$1,365.00 |
| | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | JL | 2.00 | \$760.00 |
| Feb /17/21 | [REDACTED] [REDACTED] | JL | 0.30 | \$114.00 |
| Feb /19/21 | [REDACTED] [REDACTED] | JL | 5.00 | \$1,900.00 |

| | | | | |
|------------|------------|----|------|------------|
| | [REDACTED] | | | |
| Feb /23/21 | [REDACTED] | JL | 5.00 | \$1,900.00 |
| | [REDACTED] | | | |

| | | |
|-----------------------|--------------|--------------------|
| HOURS AND FEES | <u>20.70</u> | <u>\$10,345.00</u> |
| HST 13%: | | 1,344.85 |

| | |
|----------------------|--------------------|
| FEES AND HST: | <u>\$11,689.85</u> |
|----------------------|--------------------|

DISBURSEMENTS

| | |
|------------|----------|
| [REDACTED] | \$100.00 |
| [REDACTED] | \$229.00 |

| | |
|----------------|-----------------|
| DISBURSEMENTS: | <u>\$329.00</u> |
| HST 13%: | 0.00 |

| | |
|-------------------------------------|-----------------|
| TOTAL DISBURSEMENTS AND HST: | <u>\$329.00</u> |
|-------------------------------------|-----------------|

| | |
|---|--------------------|
| TOTAL FEES, DISBURSEMENTS & HST: | \$12,018.85 |
|---|--------------------|

HST #:886788595
E & O E

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 3% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

Lax O'Sullivan Lissus Gottlieb LLP
Suite 2750, 145 King Street W, Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730
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Lax
O'Sullivan
Lissus
Gottlieb

March 31, 2021

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street Wes
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Nigel Meakin

File #: 15181

Inv #: 37412

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to March 31, 2021

| <u>SUMMARY OF HOURS & FEES</u> | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|---|---------------------|--|----------------------|
| Matthew P. Gottlieb | 14.90 | \$1,050.00 | \$15,645.00 |
| Rahool P. Agarwal | 19.20 | \$725.00 | \$13,920.00 |
| Jeremie Lachance | 45.30 | \$380.00 | \$17,214.00 |
| Ashley McKnight | 0.30 | \$280.00 | \$84.00 |
| | | | |
| | | TOTAL FEES | \$46,863.00 |
| | | HST | \$6,092.19 |
| | | | <hr/> |
| | | TOTAL FEES and HST | \$52,955.19 |
| | | | |
| | | TOTAL DISBURSEMENTS | \$223.45 |
| | | HST | \$29.05 |
| | | | <hr/> |
| | | TOTAL DISBURSEMENTS AND HST | \$252.50 |
| | | TOTAL FEES, DISBURSEMENTS and HST | \$53,207.69 |

| <u>DATE</u> | <u>DESCRIPTION</u> | <u>LAWYER</u> | <u>HOURS</u> | <u>AMOUNT</u> |
|-------------|--|---------------|--------------|---------------|
| Mar /01/21 | [REDACTED] meeting with M. Gottlieb and J. Lachance; | RPA | 0.50 | \$362.50 |
| | [REDACTED] | JL | 1.60 | \$608.00 |
| Mar /03/21 | [REDACTED] | JL | 2.10 | \$798.00 |
| Mar /06/21 | [REDACTED] | JL | 3.20 | \$1,216.00 |
| Mar /07/21 | [REDACTED] | JL | 3.60 | \$1,368.00 |
| Mar /08/21 | Office conference with J. Lachance [REDACTED] [REDACTED] office conference with R. Agarwal [REDACTED] | MPG | 0.70 | \$735.00 |
| | [REDACTED] | JL | 7.30 | \$2,774.00 |
| Mar /09/21 | Office conferences with R. Agarwal [REDACTED] | MPG | 0.60 | \$630.00 |
| | Call with J. Lachance; emails with team; | RPA | 1.00 | \$725.00 |
| | [REDACTED] | JL | 6.20 | \$2,356.00 |
| Mar /10/21 | Office conference with R. Agarwal; [REDACTED] [REDACTED] | MPG | 6.50 | \$6,825.00 |
| | [REDACTED] | RPA | 11.50 | \$8,337.50 |
| | [REDACTED] | JL | 8.30 | \$3,154.00 |
| Mar /11/21 | [REDACTED] | MPG | 6.90 | \$7,245.00 |

| | | | | |
|------------|---|-----|------|------------|
| | [REDACTED] calls with N. Meakin; | | | |
| | [REDACTED] calls and emails with team; | RPA | 3.50 | \$2,537.50 |
| | [REDACTED] | JL | 7.30 | \$2,774.00 |
| | [REDACTED] | AM | 0.30 | \$84.00 |
| Mar /15/21 | Call with J. Lachance; | RPA | 0.50 | \$362.50 |
| | [REDACTED] | JL | 0.80 | \$304.00 |
| Mar /16/21 | Call with N. Meakin; | RPA | 0.70 | \$507.50 |
| | [REDACTED] | JL | 1.30 | \$494.00 |
| Mar /18/21 | Emails with R. Agarwal and J. Lachance; | MPG | 0.20 | \$210.00 |
| Mar /22/21 | Emails with J. Lachance; | RPA | 0.30 | \$217.50 |
| | [REDACTED] | JL | 0.40 | \$152.00 |
| Mar /23/21 | [REDACTED] | JL | 1.30 | \$494.00 |
| Mar /25/21 | [REDACTED] | RPA | 1.00 | \$725.00 |
| | [REDACTED] | JL | 1.00 | \$380.00 |

| | | | | |
|------------|-----------------------------|---|--------------|--------------------|
| | [REDACTED] | JL | 0.90 | \$342.00 |
| Mar /30/21 | [REDACTED] | RPA | 0.20 | \$145.00 |
| | | HOURS AND FEES | <u>79.70</u> | <u>\$46,863.00</u> |
| | | HST 13%: | | 6,092.19 |
| | | FEES AND HST: | | <u>\$52,955.19</u> |
| | <u>DISBURSEMENTS</u> | | | |
| | [REDACTED] | | | \$100.00 |
| | [REDACTED] | | | \$123.45 |
| | | DISBURSEMENTS: | | <u>\$223.45</u> |
| | | HST 13%: | | 29.05 |
| | | TOTAL DISBURSEMENTS AND HST: | | <u>\$252.50</u> |
| | | TOTAL FEES, DISBURSEMENTS & HST: | | <u>\$53,207.69</u> |

HST #:886788595
E & O E

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 3% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

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Suite 2750, 145 King Street W, Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730
www.lolg.ca

Lax
O'Sullivan
Lisus
Gottlieb

April 30, 2021

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street Wes
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Nigel Meakin

File #: 15181

Inv #: 37673

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to April 30, 2021

| <u>SUMMARY OF HOURS & FEES</u> | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|---|---------------------|--|----------------------|
| Matthew P. Gottlieb | 3.30 | \$1,050.00 | \$3,465.00 |
| Rahool P. Agarwal | 2.40 | \$725.00 | \$1,740.00 |
| Jeremie Lachance | 10.60 | \$380.00 | \$4,028.00 |
| | | | |
| | | TOTAL FEES | \$9,233.00 |
| | | HST | \$1,200.29 |
| | | | |
| | | TOTAL FEES and HST | \$10,433.29 |
| | | | |
| | | TOTAL DISBURSEMENTS | \$0.00 |
| | | HST | \$0.00 |
| | | | |
| | | TOTAL DISBURSEMENTS AND HST | \$0.00 |
| | | | |
| | | TOTAL FEES, DISBURSEMENTS and HST | \$10,433.29 |

| <u>DATE</u> | <u>DESCRIPTION</u> | <u>LAWYER</u> | <u>HOURS</u> | <u>AMOUNT</u> |
|-------------|--|---------------|--------------|---------------|
| Apr /09/21 | [REDACTED]; | JL | 1.20 | \$456.00 |
| Apr /13/21 | [REDACTED] | RPA | 0.20 | \$145.00 |
| | [REDACTED] | JL | 0.10 | \$38.00 |
| Apr /14/21 | [REDACTED] | JL | 1.10 | \$418.00 |
| Apr /15/21 | Telephone call with R. Agarwal ; | MPG | 0.50 | \$525.00 |
| | Call with M. Gottlieb; [REDACTED] | RPA | 0.30 | \$217.50 |
| Apr /16/21 | [REDACTED] conference calls with N. Meakin; | MPG | 1.30 | \$1,365.00 |
| | [REDACTED] | RPA | 0.50 | \$362.50 |
| | [REDACTED] | JL | 1.00 | \$380.00 |
| Apr /22/21 | Office conference with J. Lachance [REDACTED] [REDACTED] office conference with R. Agarwal; | MPG | 0.50 | \$525.00 |
| | [REDACTED] | JL | 1.90 | \$722.00 |
| Apr /23/21 | [REDACTED] email to N. Meakin; | RPA | 1.00 | \$725.00 |
| | [REDACTED] | JL | 3.10 | \$1,178.00 |
| Apr /26/21 | [REDACTED] emails with R. Agarwal and J. Lachance; | MPG | 1.00 | \$1,050.00 |
| | [REDACTED]; | RPA | 0.40 | \$290.00 |
| | [REDACTED] | JL | 1.20 | \$456.00 |

| | | | | |
|------------|------------|----|------|----------|
| | [REDACTED] | | | |
| Apr /27/21 | [REDACTED] | JL | 0.10 | \$38.00 |
| | [REDACTED] | | | |
| Apr /30/21 | [REDACTED] | JL | 0.90 | \$342.00 |

| | | |
|-----------------------|--------------|-------------------|
| HOURS AND FEES | 16.30 | \$9,233.00 |
| HST 13%: | | 1,200.29 |

FEES AND HST: \$10,433.29

DISBURSEMENTS

| | |
|----------------|--------|
| DISBURSEMENTS: | \$0.00 |
| HST 13%: | 0.00 |

TOTAL DISBURSEMENTS AND HST: \$0.00

TOTAL FEES, DISBURSEMENTS & HST: \$10,433.29

HST #:886788595
E & O E

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 3% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

Lax O'Sullivan Lisus Gottlieb LLP
Suite 2750, 145 King Street W, Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730
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Lax
O'Sullivan
Lisus
Gottlieb

May 31, 2021

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street Wes
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Nigel Meakin

File #: 15181

Inv #: 37946

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to May 31, 2021

| <u>SUMMARY OF HOURS & FEES</u> | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|---|---------------------|--|----------------------|
| Matthew P. Gottlieb | 3.10 | \$1,050.00 | \$3,255.00 |
| Rahool P. Agarwal | 3.40 | \$725.00 | \$2,465.00 |
| Jeremie Lachance | 8.70 | \$380.00 | \$3,306.00 |
| | | | |
| | | TOTAL FEES | \$9,026.00 |
| | | HST | \$1,173.38 |
| | | | <hr/> |
| | | TOTAL FEES and HST | \$10,199.38 |
| | | | |
| | | TOTAL DISBURSEMENTS | \$0.00 |
| | | HST | \$0.00 |
| | | | <hr/> |
| | | TOTAL DISBURSEMENTS AND HST | \$0.00 |
| | | | |
| | | TOTAL FEES, DISBURSEMENTS and HST | \$10,199.38 |

| <u>DATE</u> | <u>DESCRIPTION</u> | <u>LAWYER</u> | <u>HOURS</u> | <u>AMOUNT</u> |
|-------------|---|---------------|--------------|---------------|
| Apr /21/21 | [REDACTED] | JL | 3.20 | \$1,216.00 |
| May /04/21 | Emails with J. Lachance; office conference with R. Agarwal; | MPG | 0.40 | \$420.00 |
| | [REDACTED] | RPA | 0.30 | \$217.50 |
| | [REDACTED] | JL | 0.60 | \$228.00 |
| May /05/21 | [REDACTED] | MPG | 0.70 | \$735.00 |
| | [REDACTED] | RPA | 0.70 | \$507.50 |
| | [REDACTED] | JL | 1.50 | \$570.00 |
| May /06/21 | [REDACTED] | JL | 1.20 | \$456.00 |
| May /07/21 | [REDACTED] | RPA | 0.30 | \$217.50 |
| May /10/21 | [REDACTED] | JL | 0.80 | \$304.00 |
| May /11/21 | [REDACTED] | MPG | 0.20 | \$210.00 |
| | [REDACTED] | RPA | 0.40 | \$290.00 |
| | Conference with R. Agarwal [REDACTED] | JL | 0.60 | \$228.00 |
| May /12/21 | [REDACTED] | MPG | 0.30 | \$315.00 |
| May /14/21 | [REDACTED] | MPG | 0.50 | \$525.00 |
| | [REDACTED] | RPA | 0.50 | \$362.50 |

| | | | | |
|------------|-------------|-----|------|------------|
| | [REDACTED]; | | | |
| | [REDACTED] | JL | 0.20 | \$76.00 |
| May /25/21 | [REDACTED] | RPA | 0.20 | \$145.00 |
| May /26/21 | [REDACTED] | RPA | 0.20 | \$145.00 |
| May /27/21 | [REDACTED]; | MPG | 1.00 | \$1,050.00 |
| | [REDACTED]; | RPA | 0.80 | \$580.00 |
| | [REDACTED]. | JL | 0.60 | \$228.00 |

HOURS AND FEES 15.20 \$9,026.00
HST 13%: 1,173.38

FEES AND HST: \$10,199.38

DISBURSEMENTS

DISBURSEMENTS: \$0.00
HST 13%: 0.00

TOTAL DISBURSEMENTS AND HST: \$0.00

TOTAL FEES, DISBURSEMENTS & HST: \$10,199.38

HST #:886788595

E & O E

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www.lolg.ca

Lax
O'Sullivan
Lisus
Gottlieb

June 30, 2021

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street Wes
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Nigel Meakin

File #: 15181

Inv #: 38103

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to June 30, 2021

| <u>SUMMARY OF HOURS & FEES</u> | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|---|---------------------|--|----------------------|
| Matthew P. Gottlieb | 2.70 | \$1,050.00 | \$2,835.00 |
| Rahool P. Agarwal | 2.20 | \$725.00 | \$1,595.00 |
| Jeremie Lachance | 5.40 | \$380.00 | \$2,052.00 |
| | | | |
| | | TOTAL FEES | \$6,482.00 |
| | | HST | \$842.66 |
| | | | |
| | | TOTAL FEES and HST | \$7,324.66 |
| | | | |
| | | TOTAL DISBURSEMENTS | \$308.36 |
| | | HST | \$40.09 |
| | | | |
| | | TOTAL DISBURSEMENTS AND HST | \$348.45 |
| | | | |
| | | TOTAL FEES, DISBURSEMENTS and HST | \$7,673.11 |

| <u>DATE</u> | <u>DESCRIPTION</u> | <u>LAWYER</u> | <u>HOURS</u> | <u>AMOUNT</u> |
|-----------------------|---|---------------|--------------|----------------------|
| Jun /01/21 | [REDACTED] [REDACTED]; | JL | 0.10 | \$38.00 |
| Jun /02/21 | [REDACTED] [REDACTED] [REDACTED] | JL | 1.20 | \$456.00 |
| Jun /04/21 | Emails with N. Meakin; | MPG | 0.10 | \$105.00 |
| | Emails with M. Gottlieb; | RPA | 0.20 | \$145.00 |
| Jun /09/21 | [REDACTED] [REDACTED] | JL | 0.50 | \$190.00 |
| Jun /10/21 | Emails with J. Lachance [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]; | RPA JL | 0.20 1.20 | \$145.00 \$456.00 |
| Jun /11/21 | [REDACTED] [REDACTED] | JL | 0.40 | \$152.00 |
| Jun /14/21 | [REDACTED] [REDACTED]; | JL | 0.80 | \$304.00 |
| Jun /18/21 | Emails with D. Bish and N. Meakin; [REDACTED] [REDACTED]; | MPG | 1.10 | \$1,155.00 |
| | [REDACTED] | RPA | 0.50 | \$362.50 |
| Jun /21/21 | Review email from D. Bish; [REDACTED] [REDACTED] [REDACTED] | MPG | 0.80 | \$840.00 |
| Jun /23/21 | [REDACTED] | RPA | 0.30 | \$217.50 |
| Jun /30/21 | [REDACTED] [REDACTED] email from D. Bish; | MPG | 0.70 | \$735.00 |
| | [REDACTED] [REDACTED] | RPA | 1.00 | \$725.00 |
| | [REDACTED] [REDACTED] [REDACTED] | JL | 1.20 | \$456.00 |
| HOURS AND FEES | | | 10.30 | \$6,482.00 |
| HST 13%: | | | | 842.66 |

FEES AND HST: \$7,324.66

DISBURSEMENTS



\$308.36

DISBURSEMENTS: \$308.36

HST 13%: 40.09

TOTAL DISBURSEMENTS AND HST: \$348.45
TOTAL FEES, DISBURSEMENTS & HST: \$7,673.11

HST #:886788595

E & O E

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 3% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Suite 2750, 145 King Street West
Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730



July 31, 2021

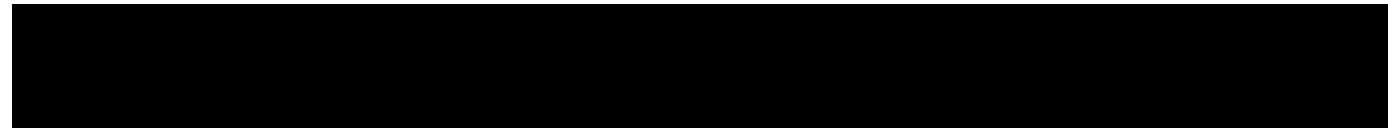
FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street Wes
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181
Inv #: 38348

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to July 31, 2021

| <u>SUMMARY OF HOURS & FEES</u> | HOURS | RATE | AMOUNT |
|--|--------------|-------------|--------------------|
| Matthew P. Gottlieb | 7.40 | \$1,050.00 | \$7,770.00 |
| Rahool P. Agarwal | 8.00 | \$725.00 | \$5,800.00 |
| Jeremie Lachance | 15.20 | \$380.00 | \$5,776.00 |
| | | | |
| TOTAL FEES | | | \$19,346.00 |
| HST | | | \$2,514.98 |
| | | | <hr/> |
| TOTAL FEES & HST | | | \$21,860.98 |
| | | | |
| TOTAL DISBURSEMENTS | | | \$112.09 |
| HST | | | \$14.57 |
| TOTAL DISBURSEMENTS & HST | | | <hr/> |
| | | | \$126.66 |
| | | | |
| TOTAL FEES, DISBURSEMENTS & HST | | | \$21,987.64 |



HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-----------|--|--------|-------|----------|
| Jul-02-21 | [REDACTED] | RPA | 0.30 | 217.50 |
| Jul-05-21 | Emails with D. Bish and N. Meakin; [REDACTED] | MPG | 0.50 | 525.00 |
| Jul-06-21 | Emails with D. Bish; conference call with D. Bish, N. Meakin and R. Agarwal; | MPG | 1.20 | 1,260.00 |
| | Call with M. Gottlieb; [REDACTED] | RPA | 1.00 | 725.00 |
| Jul-07-21 | attending call with D. Bish and N. Meakin; Conference call with team; Conference call with N. Meakin, and R. Agarwal; [REDACTED] | MPG | 1.00 | 1,050.00 |
| | [REDACTED] | RPA | 0.50 | 362.50 |
| Jul-08-21 | [REDACTED] | RPA | 0.20 | 145.00 |
| Jul-09-21 | Office conference with R. Agarwal; [REDACTED] | MPG | 0.50 | 525.00 |
| | [REDACTED]; | RPA | 0.50 | 362.50 |
| Jul-13-21 | [REDACTED] emails and call with J. Lachance; | RPA | 0.50 | 362.50 |
| | [REDACTED] | JL | 0.30 | 114.00 |
| Jul-14-21 | [REDACTED]; office conference R. Agarwal; | MPG | 1.00 | 1,050.00 |
| | [REDACTED] discussing with J. Lachance; | RPA | 2.00 | 1,450.00 |
| | [REDACTED] | JL | 1.50 | 570.00 |
| | [REDACTED] ebrief with N. Meakin | JL | 0.20 | 76.00 |
| Jul-15-21 | [REDACTED] | JL | 0.20 | 76.00 |
| Jul-19-21 | [REDACTED] | MPG | 1.30 | 1,365.00 |
| | [REDACTED] | RPA | 1.00 | 725.00 |
| | emails with team; Attend calls with R. Agarwal, M. Gottlieb, N. Meakin | JL | 1.80 | 684.00 |
| | [REDACTED] | | | |
| Jul-20-21 | [REDACTED] call with J. Lachance; | RPA | 0.60 | 435.00 |
| Jul-21-21 | [REDACTED] email to N. Meakin and D. Bish; | MPG | 0.70 | 735.00 |
| | [REDACTED] | RPA | 0.50 | 362.50 |
| | [REDACTED] | JL | 0.30 | 114.00 |

| | | | | |
|-----------|--|-----|-------|--------------------|
| Jul-22-21 | Call with N. Meakin and D. Bish; office conference with R. Agarwal; | MPG | 0.70 | 735.00 |
| | [REDACTED] | RPA | 0.40 | 290.00 |
| Jul-23-21 | Emails with D. Bish; [REDACTED] | MPG | 0.50 | 525.00 |
| Jul-26-21 | Call with J. Lachance; | RPA | 0.50 | 362.50 |
| | [REDACTED] conference with R. Agarwal | JL | 1.20 | 456.00 |
| Jul-27-21 | [REDACTED] | JL | 2.40 | 912.00 |
| Jul-28-21 | [REDACTED] | JL | 0.50 | 190.00 |
| Jul-29-21 | [REDACTED] | JL | 7.00 | 2,660.00 |
| | Totals | | 30.60 | <u>\$19,346.00</u> |
| | Total HST on Fees | | | 2,514.98 |

DISBURSEMENTS

| | |
|--|---------------------------|
| [REDACTED] | 89.00 |
| [REDACTED] | 23.09 |
| Totals | <u>\$112.09</u> |
| Total HST on Disbursements | \$14.57 |
| Total Fees, Disbursements & HST | <u>\$21,987.64</u> |

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Suite 2750, 145 King Street West
Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730



August 31, 2021

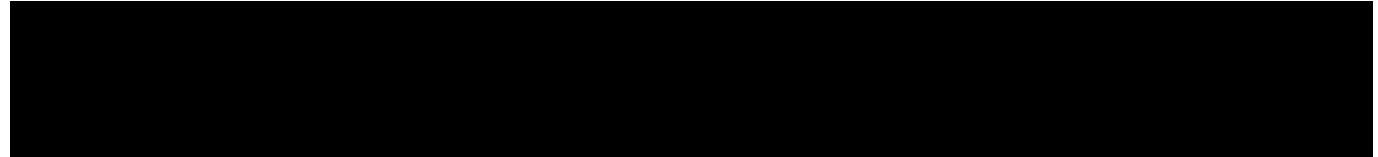
FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181
Inv #: 38820

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to August 31, 2021

| <u>SUMMARY OF HOURS & FEES</u> | HOURS | RATE | AMOUNT |
|--|--------------|-------------|-------------------|
| Matthew P. Gottlieb | 3.00 | \$1,050.00 | \$3,150.00 |
| Rahool P. Agarwal | 2.80 | \$725.00 | \$2,030.00 |
| Jeremie Lachance | 4.80 | \$380.00 | \$1,824.00 |
| TOTAL FEES | | | \$7,004.00 |
| HST | | | \$910.52 |
| TOTAL FEES & HST | | | \$7,914.52 |
| TOTAL DISBURSEMENTS | | | \$0.00 |
| HST | | | \$0.00 |
| TOTAL DISBURSEMENTS & HST | | | \$0.00 |
| TOTAL FEES, DISBURSEMENTS & HST | | | \$7,914.52 |



HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-----------|---|------------------|----------------------|----------------------------|
| Aug-03-21 | [REDACTED] Conference call [REDACTED] with D. Bish, N. Meakin, R. Agarwal, [REDACTED] Office conference with R. Agarwal; Call with J. Lachance [REDACTED] | MPG RPA | 1.00 1.00 | 1,050.00 725.00 |
| | [REDACTED] | JL | 0.50 | 190.00 |
| Aug-04-21 | [REDACTED]; Correspondence with R. Agarwal [REDACTED] | MPG JL | 0.10 0.10 | 105.00 38.00 |
| Aug-05-21 | [REDACTED] | MPG | 0.40 | 420.00 |
| Aug-09-21 | Telephone call with Nigel M.; Emails with J. Lachance; | MPG RPA | 0.30 0.20 | 315.00 145.00 |
| Aug-11-21 | [REDACTED] | JL | 2.10 | 798.00 |
| Aug-13-21 | Emails with M. Gottlieb [REDACTED] | RPA | 0.20 | 145.00 |
| Aug-16-21 | [REDACTED] | RPA | 0.50 | 362.50 |
| Aug-17-21 | [REDACTED] | JL | 0.10 | 38.00 |
| Aug-20-21 | Emails with J. Lachance; [REDACTED] | RPA JL | 0.20 0.20 | 145.00 76.00 |
| Aug-24-21 | Email with N. Meakin; office conference with R. Agarwal; Call with J. Lachance [REDACTED] | MPG RPA JL | 0.50 0.70 1.50 | 525.00 507.50 570.00 |
| Aug-25-21 | [REDACTED] office conference with R. Agarwal; | MPG | 0.40 | 420.00 |
| Aug-26-21 | [REDACTED] office conference with R. Agarwal; [REDACTED] | MPG JL | 0.30 0.30 | 315.00 114.00 |
| | Totals | | 10.60 | \$7,004.00 |
| | Total HST on Fees | | | 910.52 |
| | Total HST on Disbursements | | | \$0.00 |
| | Total Fees, Disbursements & HST | | | \$7,914.52 |

LAX O'SULLIVAN LISUS GOTTLIEB LLP

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September 30, 2021

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street Wes
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181
Inv #: 38901

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to September 30, 2021

| <u>SUMMARY OF HOURS & FEES</u> | HOURS | RATE | AMOUNT |
|--|--------------|-------------|-------------------|
| Matthew P. Gottlieb | 0.50 | \$1,050.00 | \$525.00 |
| Rahool P. Agarwal | 5.00 | \$725.00 | \$3,625.00 |
| Jeremie Lachance | 8.20 | \$380.00 | \$3,116.00 |
| | | | |
| TOTAL FEES | | | \$7,266.00 |
| HST | | | \$944.58 |
| | | | <hr/> |
| TOTAL FEES & HST | | | \$8,210.58 |
| | | | |
| TOTAL DISBURSEMENTS | | | \$0.00 |
| HST | | | \$0.00 |
| TOTAL DISBURSEMENTS & HST | | | <hr/> |
| | | | \$0.00 |
| | | | |
| TOTAL FEES, DISBURSEMENTS & HST | | | \$8,210.58 |

HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-----------|---|--------|-------|-------------------|
| Sep-02-21 | Emails with N. Meakin; emails with M. Gottlieb and J. Lachance; [REDACTED] | RPA | 0.50 | 362.50 |
| Sep-03-21 | [REDACTED] | RPA | 0.20 | 145.00 |
| Sep-07-21 | [REDACTED] | RPA | 0.60 | 435.00 |
| | [REDACTED] | JL | 1.10 | 418.00 |
| Sep-09-21 | Call with J. Lachance; call with M. Gottlieb; Conference with R. Agarwal and M. Gottlieb [REDACTED] | RPA | 0.80 | 580.00 |
| | [REDACTED] | JL | 0.80 | 304.00 |
| Sep-10-21 | [REDACTED] email to N. Meakin; | RPA | 0.40 | 290.00 |
| Sep-14-21 | Emails with J. Lachance; | RPA | 0.20 | 145.00 |
| Sep-15-21 | Emails with N. Meakin [REDACTED] | RPA | 0.20 | 145.00 |
| | [REDACTED]; | JL | 2.50 | 950.00 |
| Sep-17-21 | [REDACTED] | RPA | 0.20 | 145.00 |
| Sep-22-21 | Emails with N. Meakin; [REDACTED] | RPA | 0.40 | 290.00 |
| | [REDACTED] | JL | 0.10 | 38.00 |
| Sep-23-21 | [REDACTED] | RPA | 0.80 | 580.00 |
| Sep-27-21 | Emails with R. Agarwal [REDACTED] | MPG | 0.20 | 210.00 |
| | [REDACTED]; | RPA | 0.20 | 145.00 |
| | [REDACTED] | JL | 3.00 | 1,140.00 |
| Sep-28-21 | [REDACTED] | RPA | 0.20 | 145.00 |
| Sep-29-21 | Emails with R. Agarwal; | MPG | 0.30 | 315.00 |
| | Emails with team [REDACTED] | RPA | 0.30 | 217.50 |
| Sep-30-21 | [REDACTED] | JL | 0.70 | 266.00 |
| | Totals | | 13.70 | \$7,266.00 |
| | Total HST on Fees | | | 944.58 |
| | Total Fees & HST | | | \$8,210.58 |

LAX O'SULLIVAN LISUS GOTTLIEB LLP

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October 31, 2021

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181
Inv #: 39188

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to October 31, 2021

| <u>SUMMARY OF HOURS & FEES</u> | HOURS | RATE | AMOUNT |
|--|--------------|-------------|--------------------|
| Matthew P. Gottlieb | 1.70 | \$1,050.00 | \$1,785.00 |
| Rahool P. Agarwal | 4.60 | \$725.00 | \$3,335.00 |
| Jeremie Lachance | 12.10 | \$380.00 | \$4,598.00 |
| | | | |
| TOTAL FEES | | | \$9,718.00 |
| HST | | | \$1,263.34 |
| | | | <hr/> |
| TOTAL FEES & HST | | | \$10,981.34 |
| | | | |
| TOTAL DISBURSEMENTS | | | \$477.52 |
| HST | | | \$62.08 |
| TOTAL DISBURSEMENTS & HST | | | <hr/> |
| | | | \$539.60 |
| | | | |
| TOTAL FEES, DISBURSEMENTS & HST | | | \$11,520.94 |

HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-----------|--|--------|-------|------------|
| Oct-01-21 | Emails with R. Agarwal and J. Lachance; | MPG | 0.20 | 210.00 |
| | [REDACTED] | RPA | 0.50 | 362.50 |
| | call with J. Lachance; | JL | 0.30 | 114.00 |
| Oct-04-21 | [REDACTED] | RPA | 0.30 | 217.50 |
| | [REDACTED] | JL | 0.70 | 266.00 |
| Oct-05-21 | [REDACTED] | MPG | 0.50 | 525.00 |
| | call with N. Meakin; | | | |
| | [REDACTED] emails with D. Bish; [REDACTED] | RPA | 0.50 | 362.50 |
| | Attend call with N. Meakin [REDACTED] | JL | 0.50 | 190.00 |
| Oct-11-21 | [REDACTED] | JL | 5.10 | 1,938.00 |
| Oct-12-21 | [REDACTED] | RPA | 0.50 | 362.50 |
| | call with J. Lachance; | | | |
| | Meeting with R. Agarwal [REDACTED] | JL | 0.20 | 76.00 |
| Oct-13-21 | [REDACTED] | RPA | 0.20 | 145.00 |
| Oct-15-21 | [REDACTED] | RPA | 0.50 | 362.50 |
| | [REDACTED] | JL | 0.30 | 114.00 |
| Oct-21-21 | Emails with [REDACTED] M. Gottlieb; | RPA | 0.30 | 217.50 |
| Oct-22-21 | Emails with [REDACTED] N. Meakin; | MPG | 0.20 | 210.00 |
| | [REDACTED] | RPA | 0.30 | 217.50 |
| Oct-28-21 | Emails with R. Agarwal; [REDACTED] | MPG | 0.80 | 840.00 |
| | [REDACTED] | | | |
| | Emails with M. Gottlieb; [REDACTED] | RPA | 1.20 | 870.00 |
| | [REDACTED] | | | |
| Oct-29-21 | [REDACTED] | RPA | 0.30 | 217.50 |
| | [REDACTED]; | | | |
| | [REDACTED] | JL | 5.00 | 1,900.00 |
| | Totals | | 18.40 | \$9,718.00 |
| | Total HST on Fees | | | 1,263.34 |

DISBURSEMENTS



398.29

79.23

Totals

\$477.52

Total HST on Disbursements

\$62.08

Total Fees, Disbursements & HST

\$11,520.94

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Suite 2750, 145 King Street West
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T 416 598 1744 F 416 598 3730



November 30, 2021

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street Wes
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181
Inv #: 39415

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to November 30, 2021

| <u>SUMMARY OF HOURS & FEES</u> | HOURS | RATE | AMOUNT |
|--|-------|------------|-------------------|
| Matthew P. Gottlieb | 2.00 | \$1,050.00 | \$2,100.00 |
| Rahool P. Agarwal | 4.20 | \$725.00 | \$3,045.00 |
| Jeremie Lachance | 6.90 | \$380.00 | \$2,622.00 |
| | | | |
| TOTAL FEES | | | \$7,767.00 |
| HST | | | \$1,009.71 |
| | | | <hr/> |
| TOTAL FEES & HST | | | \$8,776.71 |
| | | | |
| TOTAL DISBURSEMENTS | | | \$70.53 |
| HST | | | \$9.17 |
| TOTAL DISBURSEMENTS & HST | | | <hr/> |
| | | | \$79.70 |
| | | | |
| TOTAL FEES, DISBURSEMENTS & HST | | | \$8,856.41 |

HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-----------|---|--------|-------|----------|
| Nov-01-21 | [REDACTED] | JL | 1.40 | 532.00 |
| Nov-03-21 | [REDACTED] | RPA | 0.20 | 145.00 |
| Nov-05-21 | [REDACTED] emails | RPA | 0.80 | 580.00 |
| | with N. Meakin and D. Bish; | | | |
| Nov-08-21 | [REDACTED] | RPA | 0.20 | 145.00 |
| Nov-09-21 | [REDACTED] | RPA | 0.20 | 145.00 |
| Nov-10-21 | [REDACTED] | RPA | 0.30 | 217.50 |
| | [REDACTED] | JL | 0.30 | 114.00 |
| Nov-11-21 | [REDACTED] | RPA | 0.50 | 362.50 |
| | [REDACTED] | JL | 0.70 | 266.00 |
| Nov-12-21 | Office conference with R. Agarwal; [REDACTED] | MPG | 0.50 | 525.00 |
| Nov-13-21 | Emails with R. Agarwal [REDACTED] | MPG | 0.20 | 210.00 |
| | [REDACTED] | RPA | 0.50 | 362.50 |
| | email to M. Gottlieb [REDACTED] | | | |
| Nov-14-21 | Emails with M. Gottlieb; | RPA | 0.20 | 145.00 |
| Nov-15-21 | [REDACTED] | MPG | 0.20 | 210.00 |
| Nov-16-21 | Emails with R. Agarwal; | MPG | 0.20 | 210.00 |
| | Emails with M. Gottlieb; | RPA | 0.20 | 145.00 |
| Nov-17-21 | Emails with D. Bish; | MPG | 0.20 | 210.00 |
| Nov-21-21 | [REDACTED] | RPA | 0.20 | 145.00 |
| Nov-22-21 | Call with N. Meakin and D. Bish; | RPA | 0.30 | 217.50 |
| Nov-23-21 | Office conference with R. Agarwal; [REDACTED] | MPG | 0.30 | 315.00 |
| | [REDACTED] | | | |
| | Emails with D. Bish and N. Meakin; | RPA | 0.20 | 145.00 |
| Nov-25-21 | Office conference with R. Agarwal; [REDACTED] | MPG | 0.40 | 420.00 |
| | [REDACTED] | | | |
| | [REDACTED] | RPA | 0.20 | 145.00 |
| | [REDACTED] | JL | 3.30 | 1,254.00 |

| | | | | |
|-----------|-------------------------------|-----|-------|-------------------|
| Nov-30-21 | Emails with counsel; | RPA | 0.20 | 145.00 |
| | Correspondence with N. Meakin | JL | 1.20 | 456.00 |
| | [REDACTED] | | | |
| | Totals | | 13.10 | <u>\$7,767.00</u> |
| | Total HST on Fees | | | 1,009.71 |

DISBURSEMENTS

| | |
|--|--------------------------|
| [REDACTED] | 70.53 |
| Totals | <u>\$70.53</u> |
| Total HST on Disbursements | \$9.17 |
| Total Fees, Disbursements & HST | <u>\$8,856.41</u> |

LAX O'SULLIVAN LISUS GOTTLIEB LLP

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December 31, 2021

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181

Inv #: 39637

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to December 31, 2021

SUMMARY OF HOURS & FEES

| | HOURS | RATE | AMOUNT |
|--|--------------|-------------|--------------------|
| Matthew P. Gottlieb | 2.40 | \$1,050.00 | \$2,520.00 |
| Rahool P. Agarwal | 7.90 | \$725.00 | \$5,727.50 |
| Jeremie Lachance | 42.50 | \$380.00 | \$16,150.00 |
| | | | |
| TOTAL FEES | | | \$24,397.50 |
| HST | | | \$3,171.68 |
| | | | <hr/> |
| TOTAL FEES & HST | | | \$27,569.18 |
| | | | |
| TOTAL DISBURSEMENTS | | | \$0.00 |
| HST | | | \$0.00 |
| TOTAL DISBURSEMENTS & HST | | | <hr/> |
| | | | \$0.00 |
| | | | |
| TOTAL FEES, DISBURSEMENTS & HST | | | \$27,569.18 |

HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-----------|---|--------|-------|----------|
| Dec-01-21 | Office conference with R. Agarwal and J. Lachance | MPG | 0.70 | 735.00 |
| | meeting with M. Gottlieb and J. Lachance; | RPA | 0.50 | 362.50 |
| | Meeting with R. Agarwal and M. Gottlieb | JL | 6.40 | 2,432.00 |
| Dec-02-21 | | JL | 5.20 | 1,976.00 |
| Dec-03-21 | | JL | 1.30 | 494.00 |
| Dec-06-21 | Emails with N. Meakin and D. Bish; | MPG | 0.20 | 210.00 |
| | emails with D. Bish and N. Meakin; | RPA | 0.30 | 217.50 |
| | | JL | 2.40 | 912.00 |
| Dec-07-21 | | JL | 0.20 | 76.00 |
| Dec-08-21 | | JL | 3.20 | 1,216.00 |
| Dec-09-21 | Conference call with N. Meakin and D. Bish; | MPG | 0.70 | 735.00 |
| | Call with N. Meakin and D. Bish; | RPA | 1.00 | 725.00 |
| | | JL | 1.50 | 570.00 |
| Dec-10-21 | emails with N. Meakin | RPA | 0.40 | 290.00 |
| | | JL | 2.20 | 836.00 |
| Dec-13-21 | | JL | 3.20 | 1,216.00 |
| Dec-14-21 | call with J. Lachance; | RPA | 1.00 | 725.00 |
| | emails with M. Gottlieb; | JL | 5.00 | 1,900.00 |
| Dec-15-21 | emails with J. Lachance; | RPA | 0.20 | 145.00 |
| | | JL | 2.00 | 760.00 |
| Dec-16-21 | | RPA | 0.30 | 217.50 |
| | emails with J. Lachance | JL | 1.40 | 532.00 |

| | | | | |
|-----------|--|-----|-------|---------------------------|
| Dec-17-21 | [REDACTED] | RPA | 0.20 | 145.00 |
| | [REDACTED] | JL | 0.40 | 152.00 |
| Dec-20-21 | [REDACTED] | RPA | 1.00 | 725.00 |
| | [REDACTED] | JL | 2.70 | 1,026.00 |
| Dec-21-21 | Emails with R. Agarwal; office conference with R. Agarwal; | MPG | 0.30 | 315.00 |
| | [REDACTED] | RPA | 1.00 | 725.00 |
| | [REDACTED] emails with N. Meakin; call with N. Meakin; | | | |
| Dec-22-21 | Office conference with R. Agarwal; emails with team; | MPG | 0.30 | 315.00 |
| | [REDACTED] call with N. Meakin; [REDACTED] | RPA | 1.00 | 725.00 |
| | [REDACTED] | JL | 1.50 | 570.00 |
| Dec-23-21 | [REDACTED] emails with N. Meakin; | RPA | 1.00 | 725.00 |
| | [REDACTED]; | | | |
| Dec-24-21 | [REDACTED] office conference with R. Agarwal; | JL | 1.00 | 380.00 |
| | [REDACTED] | MPG | 0.20 | 210.00 |
| Dec-31-21 | [REDACTED] | JL | 2.90 | 1,102.00 |
| | Totals | | 52.80 | <u>\$24,397.50</u> |
| | Total HST on Fees | | | 3,171.68 |
| | Total HST on Disbursements | | | \$0.00 |
| | Total Fees, Disbursements & HST | | | <u>\$27,569.18</u> |

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Suite 2750, 145 King Street West
Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730



January 31, 2022

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181

Inv #: 40022

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to January 31, 2022

SUMMARY OF HOURS & FEES

| | HOURS | RATE | AMOUNT |
|--|--------------|-------------|--------------------|
| Matthew P. Gottlieb | 1.90 | \$1,100.00 | \$2,090.00 |
| Rahool P. Agarwal | 10.80 | \$800.00 | \$8,640.00 |
| Jeremie Lachance | 42.90 | \$435.00 | \$18,661.50 |
| | | | |
| TOTAL FEES | | | \$29,391.50 |
| HST | | | \$3,820.90 |
| | | | <hr/> |
| TOTAL FEES & HST | | | \$33,212.40 |
| | | | |
| TOTAL DISBURSEMENTS | | | \$214.78 |
| HST | | | \$27.92 |
| TOTAL DISBURSEMENTS & HST | | | <hr/> |
| | | | \$242.70 |
| | | | |
| TOTAL FEES, DISBURSEMENTS & HST | | | \$33,455.10 |

HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-----------|---|--------|-------|----------|
| Jan-01-22 | [REDACTED] | JL | 2.60 | 1,131.00 |
| Jan-03-22 | [REDACTED] | JL | 5.20 | 2,262.00 |
| Jan-04-22 | Emails with N. Meakin and D. Bish; office conference with R. Agarwal; | MPG | 0.30 | 330.00 |
| | Emails with N. Meakin; call with M. Gottlieb; emails and call with J. Lachance; | RPA | 0.50 | 400.00 |
| | Call with R. Agarwal [REDACTED]; [REDACTED] | JL | 2.90 | 1,261.50 |
| Jan-05-22 | Reporting email to N. Meakin; | RPA | 0.30 | 240.00 |
| Jan-06-22 | [REDACTED] | JL | 1.00 | 435.00 |
| Jan-07-22 | [REDACTED]; | RPA | 0.20 | 160.00 |
| Jan-10-22 | [REDACTED]; | RPA | 0.30 | 240.00 |
| | [REDACTED] | JL | 4.30 | 1,870.50 |
| Jan-12-22 | Discussing status with J. Lachance; [REDACTED] | RPA | 0.50 | 400.00 |
| | [REDACTED] | JL | 0.30 | 130.50 |
| Jan-14-22 | [REDACTED] call with R. Agarwal | MPG | 0.10 | 110.00 |
| | Office conference with R. Agarwal; | RPA | 0.20 | 160.00 |
| Jan-17-22 | [REDACTED] | JL | 4.50 | 1,957.50 |
| Jan-19-22 | [REDACTED]; | RPA | 0.50 | 400.00 |
| | [REDACTED] | JL | 7.30 | 3,175.50 |
| Jan-20-22 | [REDACTED]; | RPA | 1.50 | 1,200.00 |
| | [REDACTED] email to N. Meakin; | JL | 5.10 | 2,218.50 |
| Jan-21-22 | [REDACTED] | RPA | 1.00 | 800.00 |

| | | | | |
|-----------|---|-----|-------|--------------------|
| | [REDACTED] | JL | 5.70 | 2,479.50 |
| Jan-24-22 | [REDACTED] | RPA | 0.20 | 160.00 |
| | [REDACTED] | JL | 0.60 | 261.00 |
| Jan-25-22 | [REDACTED] | RPA | 0.30 | 240.00 |
| | [REDACTED] | JL | 0.20 | 87.00 |
| Jan-26-22 | Office conference with R. Agarwal; conference call; email with N. Meakin; | MPG | 1.20 | 1,320.00 |
| | [REDACTED] | RPA | 2.00 | 1,600.00 |
| | [REDACTED]; emails with J. Lachance | | | |
| | [REDACTED] | JL | 1.50 | 652.50 |
| Jan-27-22 | [REDACTED]; emails with R. Agarwal; | MPG | 0.30 | 330.00 |
| | [REDACTED] | RPA | 0.30 | 240.00 |
| Jan-28-22 | [REDACTED] | JL | 1.50 | 652.50 |
| Jan-29-22 | [REDACTED] | RPA | 1.50 | 1,200.00 |
| | [REDACTED]; emails with N. Meakin; | | | |
| Jan-31-22 | [REDACTED] | RPA | 1.50 | 1,200.00 |
| | [REDACTED] | JL | 0.20 | 87.00 |
| | Totals | | 55.60 | <u>\$29,391.50</u> |
| | Total HST on Fees | | | 3,820.90 |

DISBURSEMENTS

| | |
|----------------------------|-----------------|
| [REDACTED] | 188.50 |
| [REDACTED] | 26.28 |
| Totals | <u>\$214.78</u> |
| Total HST on Disbursements | \$27.92 |

Total Fees, Disbursements & HST **\$33,455.10**

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Suite 2750, 145 King Street West
Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730



February 28, 2022

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street Wes
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

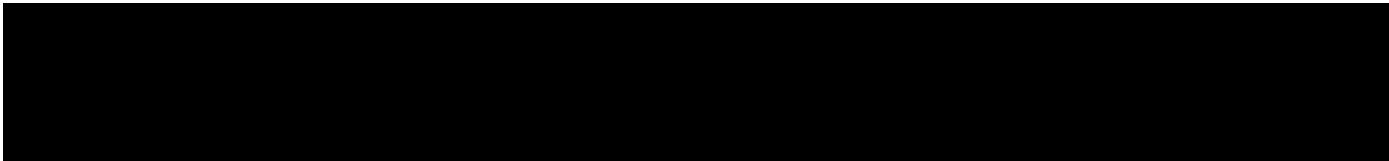
File #: 15181

Inv #: 40179

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to February 28, 2022

| <u>SUMMARY OF HOURS & FEES</u> | HOURS | RATE | AMOUNT |
|------------------------------------|--------------|--|--------------------|
| Matthew P. Gottlieb | 9.30 | \$1,100.00 | \$10,230.00 |
| Rahool P. Agarwal | 29.20 | \$800.00 | \$23,360.00 |
| Jeremie Lachance | 30.70 | \$435.00 | \$13,354.50 |
| Vivien Milat | 1.20 | \$500.00 | \$600.00 |
| Stephanie Conte | 1.00 | \$350.00 | \$350.00 |
| | | | |
| | | TOTAL FEES | \$47,894.50 |
| | | HST | \$6,226.29 |
| | | | <hr/> |
| | | TOTAL FEES & HST | \$54,120.79 |
| | | | |
| | | TOTAL DISBURSEMENTS | \$0.00 |
| | | HST | \$0.00 |
| | | TOTAL DISBURSEMENTS & HST | <hr/> |
| | | | \$0.00 |
| | | | |
| | | TOTAL FEES, DISBURSEMENTS & HST | \$54,120.79 |



HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-----------|--|--------|-------|----------|
| Feb-01-22 | [REDACTED] emails with R. Agarwal; | MPG | 0.70 | 770.00 |
| | [REDACTED] calls and emails with J. Lachance; [REDACTED] | RPA | 1.50 | 1,200.00 |
| Feb-02-22 | [REDACTED] | | | |
| | [REDACTED] office conference with R. Agarwal; | MPG | 0.70 | 770.00 |
| | [REDACTED] | RPA | 1.50 | 1,200.00 |
| Feb-03-22 | [REDACTED] emails with N. Meakin; | | | |
| | [REDACTED] | JL | 4.00 | 1,740.00 |
| | [REDACTED] | | | |
| | [REDACTED]; | | | |
| Feb-03-22 | Emails and calls with R. Agarwal [REDACTED]; | MPG | 1.00 | 1,100.00 |
| | [REDACTED] | RPA | 2.00 | 1,600.00 |
| | [REDACTED] emails and calls with J. Lachance; | JL | 6.00 | 2,610.00 |
| Feb-04-22 | [REDACTED] | | | |
| | [REDACTED] meeting with J. Lachance; call with D. Bish and N. Meakin; [REDACTED]; emails with M. Gottlieb; | RPA | 6.50 | 5,200.00 |
| | [REDACTED] | JL | 4.00 | 1,740.00 |
| Feb-05-22 | [REDACTED] | | | |
| | [REDACTED] | RPA | 2.50 | 2,000.00 |
| Feb-06-22 | [REDACTED] | RPA | 3.00 | 2,400.00 |
| Feb-07-22 | [REDACTED] office conference with R. Agarwal; [REDACTED] | MPG | 2.20 | 2,420.00 |
| | [REDACTED]; | RPA | 3.00 | 2,400.00 |
| | [REDACTED] | JL | 6.00 | 2,610.00 |
| Feb-07-22 | [REDACTED] | | | |
| | [REDACTED] | | | |
| | [REDACTED] | | | |
| | [REDACTED] | | | |
| | [REDACTED] | | | |
| | [REDACTED] attend meeting with R. Agarwal [REDACTED] | | | |

| | | | | |
|-----------|--|-----|------|----------|
| Feb-08-22 | [REDACTED] | MPG | 3.50 | 3,850.00 |
| | [REDACTED] | RPA | 4.00 | 3,200.00 |
| | [REDACTED] | | | |
| | [REDACTED] | JL | 6.70 | 2,914.50 |
| | [REDACTED] | | | |
| | discussion with M. Gottlieb and R. Agarwal [REDACTED] | | | |
| | [REDACTED] | | | |
| | [REDACTED] | | | |
| Feb-09-22 | [REDACTED]; | | | |
| | [REDACTED] office conference with R. Agarwal; | MPG | 0.70 | 770.00 |
| | [REDACTED] | | | |
| | [REDACTED] call with J. Lachance; | RPA | 3.00 | 2,400.00 |
| | emails with M. Gottlieb; [REDACTED] | | | |
| | [REDACTED]; emails and call with N. Meakin; | | | |
| | [REDACTED] | JL | 1.40 | 609.00 |
| | [REDACTED] | | | |
| | [REDACTED] | | | |
| Feb-10-22 | [REDACTED] office conference with R. Agarwal; | MPG | 0.50 | 550.00 |
| | [REDACTED]; emails with M. Gottlieb; | RPA | 0.50 | 400.00 |
| Feb-11-22 | [REDACTED] | RPA | 0.20 | 160.00 |
| Feb-14-22 | [REDACTED] | JL | 0.80 | 348.00 |
| | [REDACTED] | | | |
| | [REDACTED] | | | |
| | [REDACTED]; | SC | 0.30 | 105.00 |
| | [REDACTED] | | | |
| | [REDACTED] | | | |
| Feb-15-22 | Email to N. Meakin; [REDACTED] | RPA | 1.00 | 800.00 |
| | [REDACTED] | | | |
| Feb-16-22 | [REDACTED] | RPA | 0.30 | 240.00 |
| | [REDACTED] | JL | 1.80 | 783.00 |
| | [REDACTED] | | | |
| | Call with S. Conte, [REDACTED] J. Lachance; call with J. Lachance; | VM | 1.20 | 600.00 |
| | Call with J. Lachance, V. Milat [REDACTED] | SC | 0.70 | 245.00 |
| | [REDACTED] | | | |
| Feb-24-22 | [REDACTED] | RPA | 0.20 | 160.00 |
| | [REDACTED] | | | |

| | | | | |
|-------------------|--|--|-------|--------------------|
| Totals | | | 71.40 | <u>\$47,894.50</u> |
| Total HST on Fees | | | | 6,226.29 |

| | | | | |
|----------------------------|--|--|--|--------|
| Total HST on Disbursements | | | | \$0.00 |
|----------------------------|--|--|--|--------|

| | | | | |
|--|--|--|--|---------------------------|
| Total Fees, Disbursements & HST | | | | <u>\$54,120.79</u> |
|--|--|--|--|---------------------------|

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Suite 2750, 145 King Street West
Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730



March 31, 2022

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181

Inv #: 40552

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to March 31, 2022

SUMMARY OF HOURS & FEES

| | HOURS | RATE | AMOUNT |
|--|--------------|-------------|--------------------|
| Matthew P. Gottlieb | 1.70 | \$1,100.00 | \$1,870.00 |
| Rahool P. Agarwal | 9.40 | \$800.00 | \$7,520.00 |
| Jeremie Lachance | 45.00 | \$435.00 | \$19,575.00 |
| Vivien Milat | 3.70 | \$500.00 | \$1,850.00 |
| Stephanie Conte | 1.00 | \$350.00 | \$350.00 |
| | | | |
| TOTAL FEES | | | \$31,165.00 |
| HST | | | \$4,051.45 |
| | | | <hr/> |
| TOTAL FEES & HST | | | \$35,216.45 |
| | | | |
| TOTAL DISBURSEMENTS | | | \$52.50 |
| HST | | | \$6.83 |
| TOTAL DISBURSEMENTS & HST | | | <hr/> |
| | | | \$59.33 |
| | | | |
| TOTAL FEES, DISBURSEMENTS & HST | | | \$35,275.78 |

HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-----------|--|--------|-------|----------|
| Mar-04-22 | [REDACTED] | JL | 6.00 | 2,610.00 |
| Mar-07-22 | [REDACTED] | JL | 0.20 | 87.00 |
| Mar-08-22 | Emails with J. Lachance; | RPA | 0.20 | 160.00 |
| | [REDACTED] | JL | 1.50 | 652.50 |
| Mar-09-22 | [REDACTED] | JL | 3.10 | 1,348.50 |
| Mar-10-22 | [REDACTED] | JL | 3.50 | 1,522.50 |
| Mar-14-22 | [REDACTED] emails with M. Gottlieb; emails with N. Meakin; emails and call with J. Lachance; | RPA | 2.00 | 1,600.00 |
| | Correspondence with R. Agarwal [REDACTED] | JL | 0.40 | 174.00 |
| Mar-15-22 | [REDACTED]; | RPA | 1.00 | 800.00 |
| Mar-16-22 | [REDACTED] call with J. Lachance; | RPA | 3.50 | 2,800.00 |
| | [REDACTED] | JL | 0.50 | 217.50 |
| | [REDACTED] | JL | 1.70 | 739.50 |
| Mar-17-22 | [REDACTED]; | JL | 2.10 | 913.50 |
| Mar-21-22 | Office conference with J. Lachance; [REDACTED] | MPG | 0.70 | 770.00 |
| | [REDACTED] | JL | 2.50 | 1,087.50 |
| Mar-22-22 | Emails with M. Gottlieb and J. Lachance; | RPA | 0.20 | 160.00 |
| | [REDACTED] | JL | 4.00 | 1,740.00 |
| Mar-23-22 | Office conference with R. Agarwal and J. Lachance [REDACTED] | MPG | 1.00 | 1,100.00 |
| | [REDACTED] | JL | 2.60 | 1,131.00 |
| | [REDACTED] telephone call with N. Meakin | | | |

| | | | | |
|-----------|--|-----|-------|-------------|
| Mar-29-22 | [REDACTED] emails and call with J. Lachance; | RPA | 1.50 | 1,200.00 |
| | [REDACTED] telephone conversation with R. Agarwal | JL | 5.60 | 2,436.00 |
| | [REDACTED] coordinate meeting and discuss with S. Conte and V. Milat | | | |
| | [REDACTED] Call with J. Lachance and S. Conte; | VM | 0.80 | 400.00 |
| | [REDACTED] Call with J. Lachance and V. Milat | SC | 0.80 | 280.00 |
| Mar-30-22 | [REDACTED]; | JL | 8.00 | 3,480.00 |
| | [REDACTED]; email J. Lachance; | VM | 0.80 | 400.00 |
| Mar-31-22 | Emails with J. Lachance and M. Gottlieb; call with J. Lachance and V. Milat | RPA | 1.00 | 800.00 |
| | [REDACTED] discussion with V. Milat | JL | 3.30 | 1,435.50 |
| | [REDACTED] Calls with J. Lachance; call with R. Agarwal; call with R. Agarwal and J. Lachance; | VM | 2.10 | 1,050.00 |
| | [REDACTED] Emails with V. Milat and J. Lachance | SC | 0.20 | 70.00 |
| | [REDACTED] | | | |
| | Totals | | 60.80 | \$31,165.00 |
| | Total HST on Fees | | | 4,051.45 |

DISBURSEMENTS

| | |
|---|---------------------------|
|  | 52.50 |
| Totals | <u>\$52.50</u> |
| Total HST on Disbursements | \$6.83 |
| Total Fees, Disbursements & HST | <u>\$35,275.78</u> |

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Suite 2750, 145 King Street West
Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730



April 30, 2022

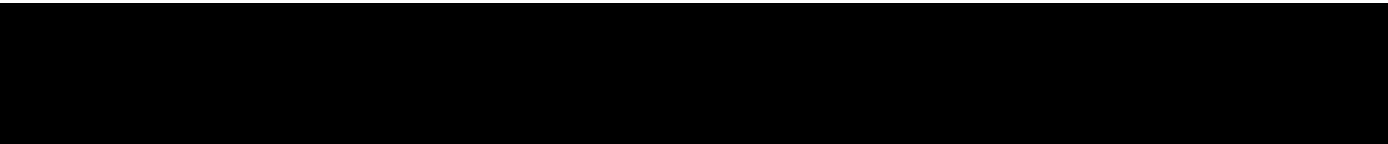
FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street Wes
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181
Inv #: 40702

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to April 30, 2022

| <u>SUMMARY OF HOURS & FEES</u> | HOURS | RATE | AMOUNT |
|---|--------------|--|--------------------|
| Matthew P. Gottlieb | 0.80 | \$1,100.00 | \$880.00 |
| Rahool P. Agarwal | 3.80 | \$800.00 | \$3,040.00 |
| Jeremie Lachance | 15.20 | \$435.00 | \$6,612.00 |
| Vivien Milat | 4.00 | \$500.00 | \$2,000.00 |
| Stephanie Conte | 3.70 | \$350.00 | \$1,295.00 |
| | | | |
| | | TOTAL FEES | \$13,827.00 |
| | | HST | \$1,797.51 |
| | | | <hr/> |
| | | TOTAL FEES & HST | \$15,624.51 |
| | | | |
| | | TOTAL DISBURSEMENTS | \$14.25 |
| | | HST | \$1.85 |
| | | TOTAL DISBURSEMENTS & HST | <hr/> |
| | | | \$16.10 |
| | | | |
| | | TOTAL FEES, DISBURSEMENTS & HST | \$15,640.61 |



HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-----------|---|--------|-------|----------|
| Apr-01-22 | Office conference with R. Agarwal and J. Lachance; | MPG | 0.50 | 550.00 |
| | [REDACTED] | RPA | 1.00 | 800.00 |
| | emails with M. Gottlieb; | JL | 7.00 | 3,045.00 |
| | [REDACTED] | | | |
| | [REDACTED] | | | |
| | [REDACTED] | | | |
| | [REDACTED] | | | |
| | [REDACTED] | | | |
| | [REDACTED] | | | |
| | Call with [REDACTED] R. Agarwal, S. Conte and J. Lachance; call with J. Lachance and S. Conte; email J. Lachance; | VM | 1.60 | 800.00 |
| | [REDACTED] | SC | 2.00 | 700.00 |
| | Email to V. Milat and J. Lachance [REDACTED]; Call with R. Agarwal, J. Lachance, V. Milat [REDACTED] | | | |
| | [REDACTED] | | | |
| | Call with J. Lachance and V. Milat; | | | |
| Apr-04-22 | Office conference with J. Lachance [REDACTED] | MPG | 0.30 | 330.00 |
| | [REDACTED] | JL | 0.50 | 217.50 |
| | correspondence with N. Meakin [REDACTED] | | | |
| | [REDACTED] | JL | 0.60 | 261.00 |
| | [REDACTED] | VM | 1.00 | 500.00 |
| | [REDACTED] | | | |
| | Call with V. Milat and J. Lachance [REDACTED] | SC | 1.00 | 350.00 |
| | Call with V. Milat [REDACTED] | | | |
| Apr-05-22 | call with J. Lachance; | VM | 0.50 | 250.00 |
| Apr-11-22 | [REDACTED] | RPA | 1.20 | 960.00 |
| | [REDACTED] | JL | 3.40 | 1,479.00 |
| | [REDACTED] | | | |
| | [REDACTED] | | | |
| | [REDACTED] | | | |
| | [REDACTED] discussion with R. Agarwal [REDACTED] | | | |
| | [REDACTED] | | | |
| | [REDACTED] email J. Lachance and S. Conte; Call with R. Agarwal, J. Lachance, S. Conte, [REDACTED] | VM | 0.90 | 450.00 |

| | | | | |
|-----------|---|-----|-------|--------------------|
| | Call with R. Agarwal, V. Milat, J. Lachance, [REDACTED] | SC | 0.70 | 245.00 |
| Apr-12-22 | [REDACTED] | RPA | 0.50 | 400.00 |
| | [REDACTED] | JL | 0.40 | 174.00 |
| Apr-14-22 | [REDACTED] | JL | 0.30 | 130.50 |
| Apr-19-22 | [REDACTED] | JL | 2.50 | 1,087.50 |
| Apr-21-22 | Emails with N. Meakin; [REDACTED] | RPA | 0.30 | 240.00 |
| Apr-25-22 | Emails with N. Meakin; [REDACTED] | RPA | 0.30 | 240.00 |
| Apr-26-22 | Emails and calls with N. Meakin; [REDACTED] | RPA | 0.50 | 400.00 |
| | Telephone call with N. Meakin [REDACTED] | JL | 0.50 | 217.50 |
| | [REDACTED] | | | |
| | Totals | | 27.50 | <u>\$13,827.00</u> |
| | Total HST on Fees | | | 1,797.51 |

DISBURSEMENTS

| | |
|--|---------------------------|
| [REDACTED] | 14.25 |
| Totals | <u>\$14.25</u> |
| Total HST on Disbursements | \$1.85 |
| Total Fees, Disbursements & HST | <u>\$15,640.61</u> |

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Suite 2750, 145 King Street West
Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730



May 31, 2022

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181

Inv #: 40975

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to May 31, 2022

| <u>SUMMARY OF HOURS & FEES</u> | HOURS | RATE | AMOUNT |
|--|--------------|-------------|--------------------|
| Matthew P. Gottlieb | 14.30 | \$1,100.00 | \$15,730.00 |
| Rahool P. Agarwal | 3.60 | \$800.00 | \$2,880.00 |
| Jeremie Lachance | 11.00 | \$435.00 | \$4,785.00 |
| | | | |
| TOTAL FEES | | | \$23,395.00 |
| HST | | | \$3,041.35 |
| | | | <hr/> |
| TOTAL FEES & HST | | | \$26,436.35 |
| | | | |
| TOTAL DISBURSEMENTS | | | \$0.00 |
| HST | | | \$0.00 |
| TOTAL DISBURSEMENTS & HST | | | <hr/> |
| | | | \$0.00 |
| | | | |
| TOTAL FEES, DISBURSEMENTS & HST | | | \$26,436.35 |

HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-----------|---|--------|-------|----------|
| May-02-22 | [REDACTED] emails with D. Bish; | RPA | 0.30 | 240.00 |
| May-03-22 | Emails with D. Bish; emails with R. Agarwal; | MPG | 0.70 | 770.00 |
| | Call with M. Gottlieb; [REDACTED] s; | RPA | 0.30 | 240.00 |
| | [REDACTED] | JL | 1.00 | 435.00 |
| May-04-22 | Office conference with R. Agarwal and J. Lachance [REDACTED] | MPG | 0.40 | 440.00 |
| | [REDACTED] | JL | 0.30 | 130.50 |
| May-06-22 | Emails with D. Bish; emails with R. Agarwal; | MPG | 0.70 | 770.00 |
| May-09-22 | Emails with R. Agarwal and J. Lachance; | MPG | 0.70 | 770.00 |
| May-10-22 | [REDACTED] office conference with J. Lachance; | MPG | 2.00 | 2,200.00 |
| | [REDACTED] | JL | 2.60 | 1,131.00 |
| May-11-22 | [REDACTED] | JL | 6.00 | 2,610.00 |
| May-12-22 | [REDACTED] telephone call with D. Bish; | MPG | 1.20 | 1,320.00 |
| | [REDACTED] | JL | 1.10 | 478.50 |
| May-13-22 | [REDACTED] office conference with J. Lachance; | MPG | 1.40 | 1,540.00 |
| May-16-22 | [REDACTED] office conference with D. Bish and R. Agarwal; [REDACTED]; | MPG | 1.80 | 1,980.00 |
| | [REDACTED] | RPA | 1.30 | 1,040.00 |
| May-17-22 | [REDACTED] telephone call with D. Bish; [REDACTED]; | MPG | 2.20 | 2,420.00 |
| | Call with D. Bish; call with N. Meakin; | RPA | 1.50 | 1,200.00 |
| May-18-22 | Emails with D. Bish [REDACTED] office conference with R. Agarwal; [REDACTED]; | MPG | 1.20 | 1,320.00 |
| | Emails with M. Gottlieb; | RPA | 0.20 | 160.00 |
| May-19-22 | Emails with R. Agarwal and D. Bish; [REDACTED] | MPG | 0.70 | 770.00 |

| | | | | |
|--|------------|-----|-------|---------------------------|
| May-20-22 | [REDACTED] | MPG | 0.50 | 550.00 |
| May-24-22 | [REDACTED] | MPG | 0.60 | 660.00 |
| May-27-22 | [REDACTED] | MPG | 0.20 | 220.00 |
| Totals | | | 28.90 | <u>\$23,395.00</u> |
| Total HST on Fees | | | | 3,041.35 |
| Total HST on Disbursements | | | | \$0.00 |
| Total Fees, Disbursements & HST | | | | <u>\$26,436.35</u> |

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Suite 2750, 145 King Street West
Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730



November 30, 2022

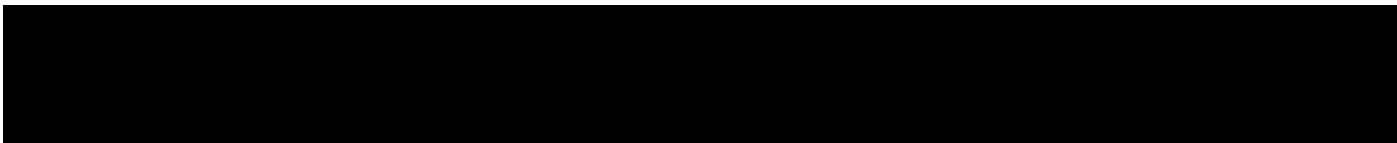
FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181
Inv #: 42378

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to November 30, 2022

| <u>SUMMARY OF HOURS & FEES</u> | HOURS | RATE | AMOUNT |
|------------------------------------|--------------|--|--------------------|
| Matthew P. Gottlieb | 10.70 | \$1,100.00 | \$11,770.00 |
| Rahool P. Agarwal | 5.80 | \$800.00 | \$4,640.00 |
| Jeremie Lachance | 1.10 | \$435.00 | \$478.50 |
| Maya Bretgoltz | 0.40 | \$435.00 | \$174.00 |
| | | | |
| | | TOTAL FEES | \$17,062.50 |
| | | HST | \$2,218.13 |
| | | | <hr/> |
| | | TOTAL FEES & HST | \$19,280.63 |
| | | | |
| | | TOTAL DISBURSEMENTS | \$1.25 |
| | | HST | \$0.16 |
| | | TOTAL DISBURSEMENTS & HST | <hr/> |
| | | | \$1.41 |
| | | | |
| | | TOTAL FEES, DISBURSEMENTS & HST | \$19,282.04 |



HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-----------|---|--------|-------|----------|
| Jul-07-22 | Emails with N. Meakin [REDACTED]; | RPA | 0.20 | 160.00 |
| Jul-15-22 | [REDACTED] | RPA | 0.20 | 160.00 |
| Jul-20-22 | [REDACTED]; | RPA | 0.20 | 160.00 |
| Jul-21-22 | Office conference with R. Agarwal and J. Lachance re call with Lenders; | MPG | 0.50 | 550.00 |
| Jul-22-22 | [REDACTED] telephone call with R. Agarwal; | MPG | 1.00 | 1,100.00 |
| | [REDACTED] | RPA | 1.00 | 800.00 |
| | [REDACTED] | JL | 1.10 | 478.50 |
| Jul-29-22 | [REDACTED] | MPG | 0.20 | 220.00 |
| Aug-03-22 | [REDACTED] | RPA | 0.30 | 240.00 |
| | [REDACTED]; | | | |
| Aug-04-22 | Emails with N. Meakin; [REDACTED]; | MPG | 0.50 | 550.00 |
| Aug-18-22 | Emails with D. Bish and Mr. Meakin; | MPG | 0.20 | 220.00 |
| | Emails with N. Meakin, D. Bish and M. Gottlieb; | RPA | 0.30 | 240.00 |
| Aug-24-22 | [REDACTED] | MPG | 0.30 | 330.00 |
| | [REDACTED]; emails with | RPA | 0.50 | 400.00 |
| | [REDACTED] M. Gottlieb; | | | |
| Aug-25-22 | Calls with N. Meakin ; [REDACTED] | MPG | 0.50 | 550.00 |
| | [REDACTED] | RPA | 0.40 | 320.00 |
| | [REDACTED]; | | | |
| Aug-26-22 | Conference call with N. Meakin and D. Bish; | MPG | 0.50 | 550.00 |
| Sep-07-22 | [REDACTED] | RPA | 0.20 | 160.00 |
| Sep-14-22 | [REDACTED] | RPA | 0.30 | 240.00 |
| Sep-20-22 | [REDACTED] email with N. Meakin; | MPG | 0.80 | 880.00 |
| | Report to N. Meakin; [REDACTED] | RPA | 0.50 | 400.00 |
| Sep-21-22 | Emails with N. Meakin [REDACTED] | MPG | 0.50 | 550.00 |
| | [REDACTED] | RPA | 0.20 | 160.00 |
| Sep-22-22 | Office conference with R. Agarwal; [REDACTED]; [REDACTED]; call with D. Bish; | MPG | 1.30 | 1,430.00 |
| | Emails with N. Meakin [REDACTED]; call with N. Meakin, D. Bish and M. Gottlieb; | RPA | 0.50 | 400.00 |
| Sep-29-22 | [REDACTED] | MPG | 0.50 | 550.00 |
| Oct-04-22 | [REDACTED]; call with N. Meakin and R. Agarwal; | MPG | 1.40 | 1,540.00 |
| | [REDACTED] | RPA | 1.00 | 800.00 |
| Oct-06-22 | [REDACTED] conference call with N. Meakin and D. Bish; [REDACTED] | MPG | 1.00 | 1,100.00 |
| Oct-18-22 | [REDACTED]; | MPG | 0.20 | 220.00 |
| Oct-24-22 | [REDACTED] | MB | 0.20 | 87.00 |
| Nov-03-22 | [REDACTED] | MPG | 0.80 | 880.00 |
| Nov-04-22 | [REDACTED] | MB | 0.10 | 43.50 |

| | | | | |
|-----------|--|-----|-------|--------------------|
| Nov-16-22 | ██████████ telephone call with N. Meakin; | MPG | 0.50 | 550.00 |
| Nov-28-22 | ██████████ | MB | 0.10 | 43.50 |
| | Totals | | 18.00 | <u>\$17,062.50</u> |
| | Total HST on Fees | | | 2,218.13 |

DISBURSEMENTS

| | | | | |
|--|--|--|--|---------------------------|
| | ██████████ | | | 1.25 |
| | Totals | | | <u>\$1.25</u> |
| | Total HST on Disbursements | | | \$0.16 |
| | Total Fees, Disbursements & HST | | | <u>\$19,282.04</u> |

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Suite 2750, 145 King Street West
Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730



December 31, 2022

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street Wes
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181

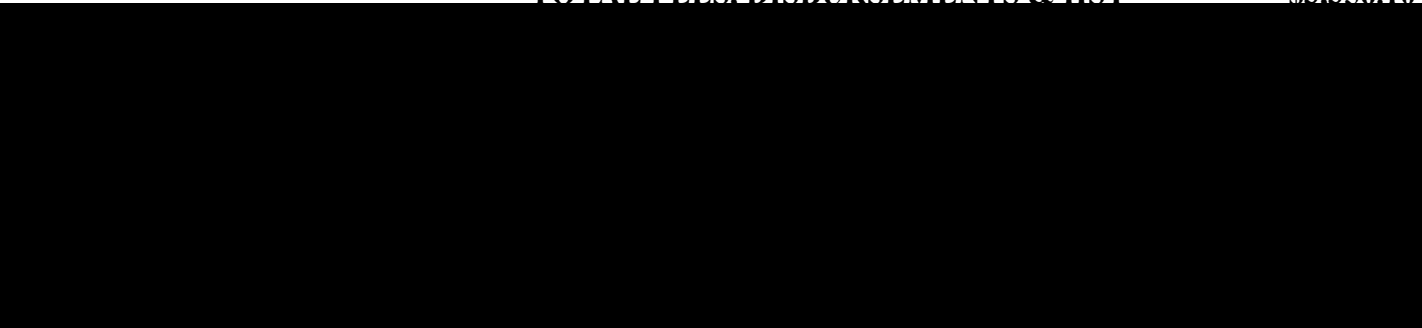
Inv #: 42687

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to December 31, 2022

SUMMARY OF HOURS & FEES

| | HOURS | RATE | AMOUNT |
|--|--------------|-------------|-------------------|
| Matthew P. Gottlieb | 2.70 | \$1,100.00 | \$2,970.00 |
| | | | |
| TOTAL FEES | | | \$2,970.00 |
| HST | | | \$386.10 |
| | | | <hr/> |
| TOTAL FEES & HST | | | \$3,356.10 |
| | | | |
| TOTAL DISBURSEMENTS | | | \$0.00 |
| HST | | | \$0.00 |
| TOTAL DISBURSEMENTS & HST | | | <hr/> |
| | | | \$0.00 |
| | | | |
| TOTAL FEES, DISBURSEMENTS & HST | | | \$3,356.10 |



HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-------------|--|---------------|--------------|-------------------|
| Dec-01-22 | Email from D. Bish; | MPG | 0.20 | 220.00 |
| Dec-02-22 | ██████████ emails with N. Meakin; office conference with R. Agarwal; | MPG | 0.50 | 550.00 |
| Dec-05-22 | Office conference with R. Agarwal; telephone call with N. Meakin and D. Bish; | MPG | 1.00 | 1,100.00 |
| Dec-08-22 | Emails with N. Meakin; office conference with R. Agarwal; | MPG | 0.20 | 220.00 |
| Dec-14-22 | Office conference with N. Meakin; office conference with R. Agarwal; | MPG | 0.30 | 330.00 |
| Dec-16-22 | Office conference with R. Agarwal; ██████████ ██████████ | MPG | 0.50 | 550.00 |
| | Totals | | 2.70 | \$2,970.00 |
| | Total HST on Fees | | | 386.10 |
| | Total HST on Disbursements | | | \$0.00 |
| | Total Fees, Disbursements & HST | | | \$3,356.10 |

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Suite 2750, 145 King Street West
Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730



January 31, 2023

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street Wes
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181

Inv #: 42758

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to January 31, 2023

SUMMARY OF HOURS & FEES

| | HOURS | RATE | AMOUNT |
|--|--------------|-------------|-------------------|
| Matthew P. Gottlieb | 0.70 | \$1,200.00 | \$840.00 |
| Rahool P. Agarwal | 4.70 | \$925.00 | \$4,347.50 |
| Daniel Kim | 2.70 | \$385.00 | \$1,039.50 |
| | | | |
| TOTAL FEES | | | \$6,227.00 |
| HST | | | \$809.51 |
| | | | <hr/> |
| TOTAL FEES & HST | | | \$7,036.51 |
| | | | |
| TOTAL DISBURSEMENTS | | | \$0.00 |
| HST | | | \$0.00 |
| TOTAL DISBURSEMENTS & HST | | | <hr/> |
| | | | \$0.00 |
| | | | |
| TOTAL FEES, DISBURSEMENTS & HST | | | \$7,036.51 |

HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-----------|---|--------|-------|-------------------|
| Jan-06-23 | [REDACTED] emails with N. Meakin and D. Bish; | RPA | 1.50 | 1,387.50 |
| Jan-10-23 | [REDACTED] emails with N. Meakin and D. Bish; [REDACTED]; | RPA | 0.40 | 370.00 |
| Jan-13-23 | Emails with M. Gottlieb [REDACTED] | RPA | 0.50 | 462.50 |
| Jan-17-23 | Emails and call with N. Meakin and D. Bish; | RPA | 0.50 | 462.50 |
| Jan-18-23 | Office conference with R. Agarwal [REDACTED] | MPG | 0.40 | 480.00 |
| Jan-19-23 | Emails with D. Bish and N. Meakin; [REDACTED] | RPA | 1.00 | 925.00 |
| Jan-20-23 | Emails with N. Meakin and D. Bish; | RPA | 0.20 | 185.00 |
| Jan-24-23 | Emails with R. Agarwal [REDACTED] | MPG | 0.30 | 360.00 |
| | [REDACTED] | RPA | 0.30 | 277.50 |
| | emails with M. Gottlieb; | DK | 0.80 | 308.00 |
| Jan-27-23 | [REDACTED] | DK | 1.90 | 731.50 |
| Jan-31-23 | Emails with D. Bish; [REDACTED] | RPA | 0.30 | 277.50 |
| | [REDACTED] emails with D. Kim; | | | |
| | Totals | | 8.10 | \$6,227.00 |
| | Total HST on Fees | | | 809.51 |
| | Total HST on Disbursements | | | \$0.00 |
| | Total Fees, Disbursements & HST | | | \$7,036.51 |

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Suite 2750, 145 King Street West
Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730



February 28, 2023

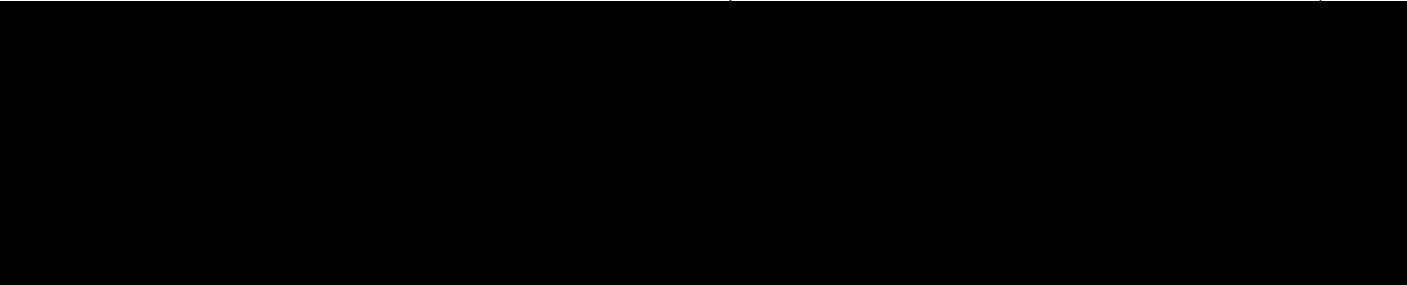
FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181
Inv #: 43121

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to February 28, 2023

| <u>SUMMARY OF HOURS & FEES</u> | HOURS | RATE | AMOUNT |
|------------------------------------|--------------|--|-------------------|
| Matthew P. Gottlieb | 1.20 | \$1,200.00 | \$1,440.00 |
| Rahool P. Agarwal | 1.50 | \$925.00 | \$1,387.50 |
| Daniel Kim | 11.70 | \$385.00 | \$4,504.50 |
| | | | |
| | | TOTAL FEES | \$7,332.00 |
| | | HST | \$953.16 |
| | | | <hr/> |
| | | TOTAL FEES & HST | \$8,285.16 |
| | | | |
| | | TOTAL DISBURSEMENTS | \$0.00 |
| | | HST | \$0.00 |
| | | TOTAL DISBURSEMENTS & HST | <hr/> |
| | | | \$0.00 |
| | | | |
| | | TOTAL FEES, DISBURSEMENTS & HST | \$8,285.16 |



HST #:886788595
E & O E
* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-----------|--|--------|-------|-------------------|
| Jan-30-23 | [REDACTED] | DK | 2.10 | 808.50 |
| Jan-31-23 | [REDACTED] | DK | 3.90 | 1,501.50 |
| Feb-01-23 | communications with R. Agarwal; Emails with R. Agarwal [REDACTED] | MPG | 0.40 | 480.00 |
| | Emails with D. Bish and N. Meakin; [REDACTED] | RPA | 0.50 | 462.50 |
| | [REDACTED] s; | DK | 1.70 | 654.50 |
| Feb-02-23 | [REDACTED] | DK | 1.10 | 423.50 |
| Feb-10-23 | [REDACTED] email to R. Agarwal; | DK | 2.10 | 808.50 |
| | [REDACTED] emails to R. Agarwal and M. Gottlieb; | | | |
| Feb-12-23 | [REDACTED] email to M. Gottlieb [REDACTED]; emails with D. Bish | RPA | 0.50 | 462.50 |
| Feb-13-23 | [REDACTED] | DK | 0.80 | 308.00 |
| Feb-22-23 | [REDACTED] telephone call with R. Agarwal; | MPG | 0.80 | 960.00 |
| | [REDACTED] | RPA | 0.30 | 277.50 |
| Feb-24-23 | meeting with M. Gottlieb; [REDACTED] | RPA | 0.20 | 185.00 |
| | Totals | | 14.40 | \$7,332.00 |
| | Total HST on Fees | | | 953.16 |
| | Total HST on Disbursements | | | \$0.00 |
| | Total Fees, Disbursements & HST | | | \$8,285.16 |

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Suite 2750, 145 King Street West
Toronto ON M5H 1J8 Canada
T 416 598 1744 F 416 598 3730



March 31, 2023

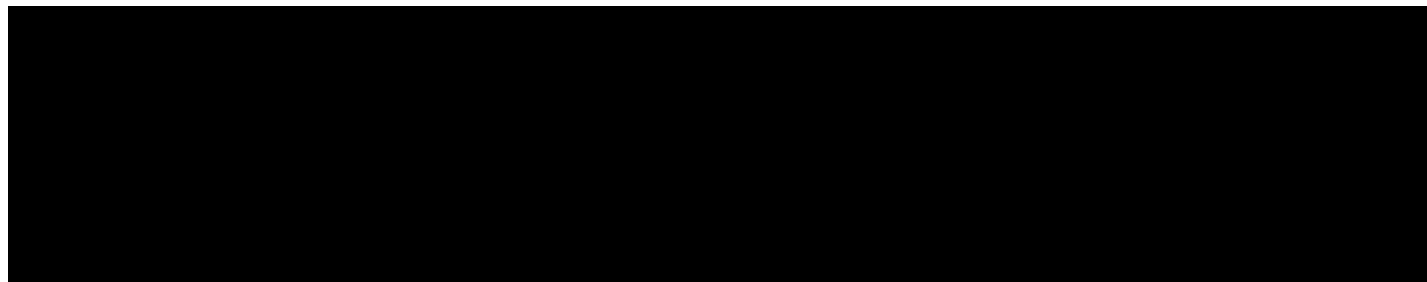
FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

File #: 15181
Inv #: 43456

RE: Grant Thornton LLP

FOR PROFESSIONAL SERVICES RENDERED to March 31, 2023

| <u>SUMMARY OF HOURS & FEES</u> | HOURS | RATE | AMOUNT |
|--|--------------|-------------|-------------------|
| Matthew P. Gottlieb | 1.30 | \$1,200.00 | \$1,560.00 |
| Rahool P. Agarwal | 2.40 | \$925.00 | \$2,220.00 |
| | | | |
| TOTAL FEES | | | \$3,780.00 |
| HST | | | \$491.40 |
| | | | <hr/> |
| TOTAL FEES & HST | | | \$4,271.40 |
| | | | |
| TOTAL DISBURSEMENTS | | | \$0.00 |
| HST | | | \$0.00 |
| TOTAL DISBURSEMENTS & HST | | | <hr/> |
| | | | \$0.00 |
| | | | |
| TOTAL FEES, DISBURSEMENTS & HST | | | \$4,271.40 |



HST #:886788595

E & O E

* tax exempt

Terms: Payment due upon receipt, in accordance with Section 33 of The Solicitors Act. Interest will be charged at the rate of 2% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

| DATE | DESCRIPTION | LAWYER | HOURS | AMOUNT |
|-------------|--|---------------|--------------|--------------------------|
| Mar-01-23 | Office conference with R. Akinyemi; [REDACTED] | MPG | 0.60 | 720.00 |
| | [REDACTED] | | | |
| | Emails with D. Bish [REDACTED] | RPA | 0.20 | 185.00 |
| Mar-08-23 | [REDACTED] | MPG | 0.30 | 360.00 |
| | [REDACTED] | RPA | 0.50 | 462.50 |
| Mar-10-23 | [REDACTED] | RPA | 0.50 | 462.50 |
| Mar-14-23 | [REDACTED] | RPA | 0.20 | 185.00 |
| Mar-21-23 | Office conference with R. Agarwal; | MPG | 0.20 | 240.00 |
| | [REDACTED] email to N. Meakin; | RPA | 0.50 | 462.50 |
| Mar-23-23 | [REDACTED] | RPA | 0.30 | 277.50 |
| Mar-24-23 | [REDACTED] | RPA | 0.20 | 185.00 |
| Mar-29-23 | Office conference with R. Agarwal; | MPG | 0.20 | 240.00 |
| | [REDACTED] | | | |
| | Totals | | 3.70 | <u>\$3,780.00</u> |
| | Total HST on Fees | | | 491.40 |
| | Total HST on Disbursements | | | \$0.00 |
| | Total Fees, Disbursements & HST | | | <u>\$4,271.40</u> |

KEW MEDIA GROUP INC. et al.
Plaintiffs

-and- GRANT THORNTON LLP et al.
Defendant

Court File No. CV-21-00656707-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF MATTHEW P. GOTTLIEB

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Suite 2750, 145 King Street West
Toronto ON M5H 1J8

Matthew P. Gottlieb LSO#: 32268B

mgottlieb@lolg.ca

Tel: **416 644 5353**

Rahool P. Agarwal LSO#: 54528I

ragarwal@lolg.ca

Tel: **416 645 1787**

Lawyers for FTI Consulting Canada Inc., the Court appointed Receiver, Kew Media Group Inc. and Kew Media International (Canada) Inc.

TRUIST BANK, AS AGENT

Court File No. CV-20-00637081-00CL

Applicant

-and-

KEW MEDIA GROUP INC. AND KEW MEDIA INTERNATIONAL (CANADA) INC.

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

FIFTH REPORT OF THE RECEIVER

Torys LLP

79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, ON M5K 1N2
Fax: 416.865.7380

David Bish (LSO #: 41629A)

Tel: 416.865.7353

Email: dbish@torys.com

Tony DeMarinis (LSO #: 29451Q)

Tel: 416.865.8162

Email: tdemarinis@torys.com

Adam M. Slavens (LSO #: 54433J)

Tel: 416.865.7333

Email: aslavens@torys.com

Mike Noel (LSO #: 80130F)

Tel: 416.865.7378

Email: mnoel@torys.com

Lawyers for FTI Consulting Canada Inc., the Court-appointed Receiver and Manager of Kew Media Group Inc. and Kew Media International (Canada) Inc.



TAB3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

COMMERCIAL LIST

THE HONOURABLE

)

THURSDAY, THE 25th

)

JUSTICE MCEWEN

)

DAY OF MAY, 2023

B E T W E E N:

TRUIST BANK, AS AGENT

Applicant

- and -

**KEW MEDIA GROUP INC. AND KEW MEDIA INTERNATIONAL
(CANADA) INC.**

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985 C. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED**

FEE APPROVAL AND DISCHARGE ORDER

THIS MOTION, made by FTI Consulting Canada Inc. (“**FTI**”), in its capacity as the Court-appointed receiver and manager (FTI, in such capacity, the “**Receiver**”) of the undertaking, property and assets of Kew Media Group Inc. (“**KMG**”) and Kew Media International (Canada) Inc. (together with KMG, the “**Debtors**”), for an Order in substantially

the form set out at Tab 3 of the Receiver's Motion Record was heard by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 pandemic.

ON READING the Receiver's Motion Record in respect of this motion, filed, the Receiver's Fifth Report dated May 5, 2023 (the "**Fifth Report**"), filed, the affidavit of Nigel Meakin sworn May 5, 2023 (the "**Meakin Affidavit**"), filed, the affidavit of Mike Noel sworn May 5, 2023 (the "**Noel Affidavit**"), filed, and the affidavit of Rahool Agarwal (the "**Agarwal Affidavit**") sworn May 2, 2023, filed;

AND UPON hearing the submissions of counsel for the Receiver, counsel for [■], and those other parties present, no one appearing for any other person on the service list, although duly served as appears from the lawyer's certificates of service of Mike Noel signed May 8, 2023 and May [■], 2023, filed,

APPROVAL OF THE RECEIVER'S REPORTS AND ACTIVITIES

1. **THIS COURT ORDERS** that the Fourth Report dated September 29, 2021, and the Fifth Report, and the actions and activities of the Receiver described in such reports, be and they are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

APPROVAL OF FEES AND DISBURSEMENTS OF RECEIVER AND COUNSEL FOR THE RECEIVER

2. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period November 1, 2020, to April 14, 2023, as described in the Fifth Report and the Meakin Affidavit, are hereby approved.

3. **THIS COURT ORDERS** that the fees and disbursements of Torys LLP, counsel for the Receiver for the period November 1, 2020, to April 14, 2023, as described in the Fifth Report and the Noel Affidavit, are hereby approved.

4. **THIS COURT ORDERS** that the fees and disbursements of Lax O'Sullivan Lisus Gottlieb LLP, counsel for the Receiver for the period December 31, 2020, to March 31, 2023, as described in the Fifth Report and the Agarwal Affidavit, are hereby approved.

5. **THIS COURT ORDERS** that the Subsequent Fees and Disbursements (as defined in the Fifth Report) are hereby approved, and neither the Receiver nor its legal counsel shall be required to seek a further approval by this Court of such fees and disbursements prior to or following the filing of the Receivership Termination Certificate (as defined below) and the termination of the within proceedings.

ADDITIONAL RELIEF

6. **THIS COURT ORDERS** that the Receiver is authorized to: (i) deliver to Goodmans LLP, legal counsel to the Debtors, the Transferred Records (as defined in the Fifth Report); and (ii) subject to any applicable law, destroy any copies of the Debtor Non-Tax Records (as defined in the Fifth Report) that are not Transferred Records (collectively, the “**Remaining Activities**”).

DISCHARGE OF THE RECEIVER

7. **THIS COURT ORDERS** that, upon the filing by the Receiver of a certificate in the form attached as Schedule “A” hereto (the “**Receivership Termination Certificate**”) certifying that it has completed the Remaining Activities, FTI shall be discharged as Receiver, provided, however, that notwithstanding its discharge herein:

- (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and
- (b) the Receiver shall continue to have the benefit of the provisions of all orders made in this proceeding, including all approvals, charges, releases, protections and stays of proceedings.

8. **THIS COURT ORDERS AND DECLARES** that FTI is hereby released and discharged from any and all liability that FTI now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of FTI while acting in its capacity as Receiver in these proceedings, save and except its gross negligence or willful misconduct on the Receiver’s part. Without limiting the generality of the foregoing, FTI is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within proceedings, save and except for any gross negligence or willful misconduct on the Receiver’s part.

9. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver except with prior leave of this Court and on prior written notice to the Receiver. For greater certainty, and

without limiting the foregoing, upon its discharge becoming effective in accordance with this Order, the Receiver shall have no obligation to participate in or respond to the Class Action (as defined in the Fifth Report) or any matters ancillary or related thereto.

GENERAL

10. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada against all persons, firms, corporations, governmental, municipal and regulatory authorities against whom it may be enforceable.

11. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province to act in aid of and to be complementary to this Court in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

12. **THIS COURT ORDERS** that this Order and all of its provisions are effective from the date it is made without any need for entry and/or filing.

Schedule A – Form of Receivership Termination Certificate

Court File No. CV-20-00637081-00CL

RECEIVERSHIP TERMINATION CERTIFICATE

WHEREAS pursuant to an Order of Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on May 25, 2023 (the “**Fee Approval and Discharge Order**”), FTI Consulting Canada Inc. was discharged as the receiver and manager (the “**Receiver**”) of the undertaking, property and assets of Kew Media Group Inc. and Kew Media International (Canada) Inc., with such discharge to be effective upon the Receiver filing a certificate with this Court certifying that it has completed the Remaining Activities (as such term is defined in the Fee Approval and Discharge Order).

THE UNDERSIGNED HEREBY CERTIFIES as follows:

1. The Remaining Activities have been completed in accordance with paragraph 6 of the Discharge Order.

DATED at Toronto, Ontario this _____ day of _____, 2023.

FTI CONSULTING CANADA INC. solely in its capacity as Receiver, and not in its personal capacity

Per: _____

Name:

Title:

TRUIST BANK, AS AGENT

Court File No. CV-20-00637081-00CL

Applicant

-and-

KEW MEDIA GROUP INC. AND KEW MEDIA INTERNATIONAL (CANADA) INC.

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

FEE APPROVAL AND DISCHARGE ORDER

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Lawyers for FTI Consulting Canada Inc., the Court-appointed Receiver and Manager of Kew Media Group Inc. and Kew Media International (Canada) Inc.



TAB4

Revised: May 11, 2010

Court File No. — CV-20-00637081-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

COMMERCIAL LIST

| | | |
|-----------------------|---|--|
| THE HONOURABLE |) | WEEKDAY THURSDAY , THE # |
| JUSTICE- |) | DAY OF MONTH, 20YR 25th |
| |) | |
| <u>JUSTICE MCEWEN</u> |) | <u>DAY OF MAY, 2023</u> |
| |) | |

B E T W E E N:

~~PLAINTIFF~~

Plaintiff

TRUIST BANK, AS AGENT

Applicant

- and —

~~DEFENDANT~~

Defendant

KEW MEDIA GROUP INC. AND KEW MEDIA INTERNATIONAL
(CANADA) INC.

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985 C. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C-43, AS AMENDED

FEE APPROVAL AND DISCHARGE ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ FTI Consulting Canada Inc. ("FTI"), in its capacity as the Court-appointed receiver ~~(and manager (FTI, in such capacity,~~ the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ (Kew Media Group Inc. ("KMG") and Kew Media International (Canada) Inc. (together with KMG, the "~~Debtor~~"Debtors"), for an ~~order:~~

~~1. approving the activities~~ Order in substantially the form set out at Tab 3 of the Receiver ~~as set out in the report of the Receiver dated [DATE] (the "Report");~~

~~2. approving the fees and disbursements of the Receiver and its counsel;~~

~~3. approving the distribution of the remaining proceeds available in the estate of the Debtor;~~
~~{and}~~

~~4. discharging [RECEIVER'S NAME] as Receiver of the undertaking, property and assets of the Debtor; and~~

~~5. releasing [RECEIVER'S NAME] from any and all liability, as set out in paragraph 5 of this Order~~[†];

's Motion Record was heard ~~this day at 330 University Avenue,~~ by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 pandemic.

[†] If this relief is being sought, stakeholders should be specifically advised, and given ample notice. See also Note 4, below.

~~ON READING the Report, the affidavits of the Receiver and its counsel as to fees (the "Fee Affidavits"), and on~~

ON READING the Receiver's Motion Record in respect of this motion, filed, the Receiver's Fifth Report dated May 5, 2023 (the "Fifth Report"), filed, the affidavit of Nigel Meakin sworn May 5, 2023 (the "Meakin Affidavit"), filed, the affidavit of Mike Noel sworn May 5, 2023 (the "Noel Affidavit"), filed, and the affidavit of Rahool Agarwal (the "Agarwal Affidavit") sworn May 2, 2023, filed;

AND UPON hearing the submissions of counsel for the Receiver, counsel for [■], and those other parties present, no one ~~else~~ appearing for any other person on the service list, although duly served as ~~evidenced by~~appears from the ~~Affidavit of~~lawyer's certificates of service of Mike Noel signed May 8, 2023 and May [NAME ■]-sworn [DATE], 2023, filed²;

APPROVAL OF THE RECEIVER'S REPORTS AND ACTIVITIES

1. **THIS COURT ORDERS** that the Fourth Report dated September 29, 2021, and the Fifth Report, and the actions and activities of the Receiver, ~~as set out in the Report, described in such reports, be and they~~ are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

² ~~This model order assumes that the time for service does not need to be abridged.~~

APPROVAL OF FEES AND DISBURSEMENTS OF RECEIVER AND COUNSEL FOR THE RECEIVER

2. THIS COURT ORDERS that the fees and disbursements of the Receiver ~~and its counsel~~ for the period November 1, 2020, to April 14, 2023, as ~~set out~~ described in the Fifth Report and the ~~Fee Affidavits~~ Meakin Affidavit, are hereby approved.

3. THIS COURT ORDERS that, ~~after payment of~~ the fees and disbursements ~~herein approved, of~~ Torys LLP, counsel for the Receiver ~~shall pay the monies remaining in its hands to [NAME OF PARTY]³~~ for the period November 1, 2020, to April 14, 2023, as described in the Fifth Report and the Noel Affidavit, are hereby approved.

4. THIS COURT ORDERS that the fees and disbursements of Lax O’Sullivan Lisus Gottlieb LLP, counsel for the Receiver for the period December 31, 2020, to March 31, 2023, as described in the Fifth Report and the Agarwal Affidavit, are hereby approved.

5. THIS COURT ORDERS that the Subsequent Fees and Disbursements (as defined in the Fifth Report) are hereby approved, and neither the Receiver nor its legal counsel shall be required to seek a further approval by this Court of such fees and disbursements prior to or following the filing of the Receivership Termination Certificate (as defined below) and the termination of the within proceedings.

ADDITIONAL RELIEF

³ ~~This model order assumes that the material filed supports a distribution to a specific secured creditor or other party.~~

6. THIS COURT ORDERS that the Receiver is authorized to: (i) deliver to Goodmans LLP, legal counsel to the Debtors, the Transferred Records (as defined in the Fifth Report); and (ii) subject to any applicable law, destroy any copies of the Debtor Non-Tax Records (as defined in the Fifth Report) that are not Transferred Records (collectively, the “Remaining Activities”).

DISCHARGE OF THE RECEIVER

7. ~~4.~~ THIS COURT ORDERS that, upon ~~payment of the amounts set out in paragraph 3 hereof [and upon filing by~~ the Receiver ~~filing of~~ a certificate in the form attached as Schedule “A” hereto (the “Receivership Termination Certificate”) certifying that it has completed the ~~other activities described in the Report], the Receiver~~ Remaining Activities, FTI shall be discharged as Receiver ~~of the undertaking, property and assets of the Debtor~~, provided, however, that notwithstanding its discharge herein ~~(a):~~ :

(a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; ; and

~~(b)~~

(b) the Receiver shall continue to have the benefit of the provisions of all ~~Orders~~ orders made in this proceeding, including all approvals, charges, releases, protections and stays of proceedings ~~in favour of [RECEIVER'S NAME] in its capacity as Receiver.~~

8. ~~5.~~ **THIS COURT ORDERS AND DECLARES** that ~~[RECEIVER'S NAME]~~FTI is hereby released and discharged from any and all liability that ~~[RECEIVER'S NAME]~~FTI now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of ~~[RECEIVER'S NAME]~~FTI while acting in its capacity as Receiver ~~herein~~in these proceedings, save and except ~~for any~~its gross negligence or ~~wilful~~willful misconduct on the Receiver's part. Without limiting the generality of the foregoing, ~~[RECEIVER'S NAME]~~FTI is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within ~~receivership~~ proceedings, save and except for any gross negligence or ~~wilful~~willful misconduct on the Receiver's part.⁴

9. **THIS COURT ORDERS that no action or other proceeding shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as**

⁴The model order subcommittee was divided as to whether a general release might be appropriate. On the one hand, the Receiver has presumably reported its activities to the Court, and presumably the reported activities have been approved in prior Orders. Moreover, the Order that appointed the Receiver likely has protections in favour of the Receiver. These factors tend to indicate that a general release of the Receiver is not necessary. On the other hand, the Receiver has acted only in a representative capacity, as the Court's officer, so the Court may find that it is appropriate to insulate the Receiver from all liability, by way of a general release. Some members of the subcommittee felt that, absent a general release, Receivers might hold back funds and/or wish to conduct a claims bar process, which would unnecessarily add time and cost to the receivership. The general release language has been added to this form of model order as an option only, to be considered by the presiding Judge in each specific case. See also Note 1, above.

Receiver except with prior leave of this Court and on prior written notice to the Receiver. For greater certainty, and without limiting the foregoing, upon its discharge becoming effective in accordance with this Order, the Receiver shall have no obligation to participate in or respond to the Class Action (as defined in the Fifth Report) or any matters ancillary or related thereto.

GENERAL

10. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada against all persons, firms, corporations, governmental, municipal and regulatory authorities against whom it may be enforceable.

11. THIS COURT ORDERS AND REQUESTS the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province to act in aid of and to be complementary to this Court in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

12. THIS COURT ORDERS that this Order and all of its provisions are effective from the date it is made without any need for entry and/or filing.

Schedule A – Form of Receivership Termination Certificate
Court File No. CV-20-00637081-00CL

RECEIVERSHIP TERMINATION CERTIFICATE

WHEREAS pursuant to an Order of Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the “Court”) made on May 25, 2023 (the “Fee Approval and Discharge Order”), FTI Consulting Canada Inc. was discharged as the receiver and manager (the “Receiver”) of the undertaking, property and assets of Kew Media Group Inc. and Kew Media International (Canada) Inc., with such discharge to be effective upon the Receiver filing a certificate with this Court certifying that it has completed the Remaining Activities (as such term is defined in the Fee Approval and Discharge Order).

THE UNDERSIGNED HEREBY CERTIFIES as follows:

1. The Remaining Activities have been completed in accordance with paragraph 6 of the Discharge Order.

DATED at Toronto, Ontario this _____ day of _____, 2023.

FTI CONSULTING CANADA INC. solely in its capacity as Receiver, and not in its personal capacity

Per: _____

Name:

Title:

TRUIST BANK, AS AGENT

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Applicant

-and-

KEW MEDIA GROUP INC. AND KEW MEDIA INTERNATIONAL (CANADA) INC.

Respondents

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Proceeding con

FEE APPROVAL A

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Lawyers for FTI Cor
Court-appointed Rec
Media Group Inc. an

(Canada) Inc.

TRUIST BANK, AS AGENT

Court File No. CV-20-00637081-00CL

Applicant

-and-

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Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**MOTION RECORD
(Receiver's Discharge)**

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