

Court File No. 31-2642560
Estate No. 31-2642560

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

**IN THE MATTER OF THE BANKRUPTCY OF FAN
INTEGRATED EXPERIENCES LTD. OF THE CITY OF
TORONTO IN THE PROVINCE OF ONTARIO**

MOTION RECORD

November 4, 2020

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**Lawyers for the Trustee in Bankruptcy,
Dodick Landau Inc.**

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**IN THE MATTER OF THE BANKRUPTCY OF FAN
INTEGRATED EXPERIENCES LTD. OF THE CITY OF
TORONTO IN THE PROVINCE OF ONTARIO**

SERVICE LIST
(November 4, 2020)

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**IN THE MATTER OF THE BANKRUPTCY OF FAN
INTEGRATED EXPERIENCES LTD. OF THE CITY OF
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TAB 1

Court File No. 31-2642560
Estate No. 31-2642560

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
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**IN THE MATTER OF THE BANKRUPTCY OF FAN
INTEGRATED EXPERIENCES LTD. OF THE CITY OF
TORONTO IN THE PROVINCE OF ONTARIO**

NOTICE OF MOTION
(Returnable November 12, 2020)

DODICK LANDAU INC., in its capacity as Trustee in Bankruptcy (the “**Trustee**”) of the estate of Fan Integrated Experiences Ltd. (“**FIE**” or the “**Company**”) will make a motion to a Judge presiding over the Commercial List on November 12, 2020, at 2:00 p.m., or as soon after that time as the motion can be heard by judicial teleconference via Zoom at Toronto, Ontario. Please refer to the conference details attached as Schedule “**A**” hereto in order to attend the motion and advise if you intend to join the motion by emailing Christel Paul at cpaul@wfklaw.ca.

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

THE MOTION IS FOR:

1. Orders, substantially in the forms attached at Tabs “**2**” and “**4**” of the Motion Record of the Trustee, *inter alia*:
 - a) approving the sale transaction contemplated by an asset purchase agreement between the Trustee and a corporation in trust for a company to be incorporated,

now identified as 2556875 Ontario Inc. (the “**Purchaser**”), attached as Confidential Appendix 1 (the “**Selected Sale Agreement**”) to the First and Final Report of the Trustee, dated November 2, 2020 (the “**Final Report**”);

- b) vesting in the Purchaser, the Assets, as defined and described in the Selected Sale Agreement;
- c) approving the Trustee’s Final Report to the Court, as well as the activities described therein;
- d) sealing the Confidential Appendices to the Final Report;
- e) approving the Trustee’s final statement of receipts and disbursements from the commencement of this bankruptcy administration, up to its finalization;
- f) approving the fees and disbursements of the Trustee and its legal counsel, including an accrual up to and including the Trustee’s discharge; and
- g) discharging the Trustee from its role and duties and forever barring any party from making any claim against the Trustee upon receipt of a discharge order from the Court.

2. Such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THIS MOTION ARE:

- 1. Fan Integrated Experiences Ltd. was founded in 2018. The Company is an e-commerce start up that created an application known as FIX (the “**App**”), as a loyalty platform for music fans, artists, labels, and commercial partnerships.

2. The FIX App was intended as a modern alternative to traditional fan followings for musical artists, allowing its users the ability to follow all of their favorite artists in one place, rather than connecting to various artists and publishers/record labels through disparate applications, publications, and other sources. The customer experience offered through the App included rewards, exclusive events, gamification, and other loyalty dynamics.
3. On May 1, 2020, FIE filed an assignment in bankruptcy. The Company ceased operations, suspended its IOS and Android Apps, and terminated its employees. Dodick Landau Inc. (“**DLI**”) was appointed as Trustee. Following its appointment, the Trustee took administrative control of the FIX App, related technology, and social media handles.

Meeting of Creditors and the Incomplete Claimant

4. A first meeting of creditors was held on May 21, 2020 via conference call due to the COVID-19 pandemic (the “**Creditors’ Meeting**”).
5. At the Creditors’ Meeting, one creditor (hereinafter, the “**Incomplete Claimant**”) requested an adjournment of the meeting, which was granted by a vote of all other eligible voting creditors in attendance, to June 4, 2020 (the “**Reconvened Meeting**”).
6. At the time of the Reconvened Meeting, the Trustee determined that the Incomplete Claimant did not have a valid claim, as no information was filed to support its claim in advance of the start of the Creditors’ Meeting. After consulting with the Office of the Superintendent in Bankruptcy, the Trustee determined that the Incomplete Claimant was ineligible to vote at the Reconvened Meeting.

7. The Incomplete Claimant arranged, in advance of the Reconvened Meeting, for another creditor holding a proven claim to make a motion to substitute the Trustee (the “**Substitution Motion**”). No reasons were provided in support of the Substitution Motion.
8. The Trustee tabled the Substitution Motion and a vote was held among all eligible voting creditors. The requisite number in value of eligible creditors did not vote in favour of the Substitution Motion and, accordingly, the Motion did not pass
9. The Incomplete Claimant’s counsel wrote numerous letters to the Trustee and its legal counsel following the Meeting. This correspondence primarily concerned the Substitution Motion; the Incomplete Claimant also raised various unsubstantiated allegations that FIE’s assignment in bankruptcy was made without proper corporate authority.
10. The Trustee and its legal counsel responded to all of the questions raised by the Incomplete Creditor’s correspondence and addressed his questions at the Creditors’ Meeting, Reconvened Meeting, and Inspectors’ meetings. Significant professional fees were accrued by the Trustee and its counsel by having to respond to these queries.

Sales Process

11. Following the Reconvened Creditors Meeting, the Trustee implemented a sales process to sell all of the company’s right, title and interest, if any, in all of the assets of FIE (the “**Sales Process**”). The Sales Process and bidding procedures were approved at a meeting of the Estate Inspectors held on June 17, 2020.

12. The particulars of the Sales Process and bidding procedures are fully set out in the Trustee's Final Report. The criteria to be a qualified bidder and the bid requirements included, among other things: (i) submission of an executed copy of a purchase agreement and a red line reflecting any variations from the proposed form of asset purchase agreement ("**APA**"); (ii) a cash deposit; and (iii) the requirement that the bid shall not contain any due diligence, financing, or regulatory conditions other than those contained in the APA.

13. The Trustee marketed the Assets for sale by:
 - a) creating a sale opportunity teaser document, as well as a confidentiality agreement, and distributing these to over 25 potential purchasers, the majority of which are industry participants, who requested the information;
 - b) publicizing the opportunity through the Insolvency Insider, a weekly publication distributed to over 6,000 industry recipients;
 - c) responding to enquiries from interested participants;
 - d) receiving seven executed confidentially agreements from potential purchasers (the "**Potential Purchasers**");
 - e) providing the Potential Purchasers with due diligence information;
 - f) answering questions about the Assets and the financial affairs of FIE, including coordinating conference calls between the Potential Purchasers, the Trustee, and former management; and
 - g) providing the Potential Purchasers with a draft form of the APA.

14. The Sale Process set a preliminary bid deadline for 12:00 p.m. on July 31, 2020.

Good Faith Efforts to Accommodate Incomplete Claimant

15. One of the seven Potential Purchasers was the Incomplete Claimant. Prior to July 31st, the Incomplete Claimant requested a two-week extension of the bid deadline, followed by a further extension of one week, in order to complete due diligence. Both extension requests were granted by the Trustee and the bid deadline was ultimately extended to August 21, 2020 (“**Final Deadline**”). The other Potential Purchasers that remained interested were informed of the extensions.
16. On the Final Deadline, after carrying out extensive due diligence and discussing the structure of a potential offer with the Trustee’s counsel, the Incomplete Claimant decided not to submit an offer.
17. Ultimately, only one offer was received from Warner-Elektra-Atlantic Corp. for a portion of the Assets. The Trustee chose not to pursue this offer for reasons described in the Final Report.

Further Offer Received and Accepted

18. After the Final Deadline passed, the Trustee was contacted by 2556875 Ontario Inc. (one of the former Potential Purchasers) asking about the status of the sales process. The Trustee advised that no previous offers were accepted and that 2556875 Ontario Inc. could still submit an offer. 2556875 Ontario Inc. immediately submitted an offer.

19. On September 10, 2020, a party related to the Purchaser, in trust for the Purchaser, executed the APA for the Assets. The APA was substantially in the same form as the APA prepared by the Trustee and was accompanied by a deposit.
20. Following acceptance of the APA, the Trustee called a second meeting of Inspectors on September 21, 2020 (“**Second Inspectors’ Meeting**”). The Trustee advised the Inspectors that it was of the view that the Selected Sale Agreement should be approved because, *inter alia*, as time passes and the business and assets remain dormant, the prospects of a sale at a greater value significantly diminishes.
21. Three of four of the Inspectors were present at the Second Inspectors’ Meeting. Two voted against entering into the APA with the Purchaser (one at the time of the meeting and one by email the following day); the third Inspector voted in favour of the resolution.

The Selected Sale Agreement Should be Approved

22. Despite a lack of support at the Second Inspectors’ Meeting, it is the Trustee’s view that, the approval of the Selected Sale Agreement by this Court will result in the highest and best realization for the Assets, as well as the best out come for all stakeholders, because, *inter alia*:
 - a) the offer will permit FIE’s business to survive with a new owner, who is able to invest new working capital and technical resources in FIE, in order to develop a new business plan and market the App;

- b) the continuity of the business provides future employment opportunities for FIE's former employees, as well as opportunities for former suppliers of FIE to maintain FIE as a customer;
 - c) the process leading to the proposed sale of the Assets was reasonable in the circumstances;
 - d) the creditors were consulted through the Inspectors;
 - e) the market was extensively canvassed, and the Selected Sale Agreement was the only viable offer;
 - f) the consideration to be received for the Assets is reasonable and fair, considering the market value of the property;
 - g) good faith efforts were made to sell the Assets; and
 - h) the consideration to be received is superior to the consideration that would be received under any other offer made in accordance with the Sale Process.
23. Given the above, the Trustee recommends that this Court grant the proposed Approval and Vesting Order attached at Tab "2" of this Motion Record.

Fee Approval and Discharge

24. The fees and disbursements of the Trustee and its counsel, Weisz Fell Kour LLP, are outlined in the Final Report. The fees of the Trustee and its counsel are reasonable in the circumstances.

25. Following closing of the sale to 2556875 Ontario Inc., these Bankruptcy proceedings will be complete. Accordingly, DLI requests to be discharged as Trustee of the Company.

Further Grounds

26. The facts and recommendations set out in the Trustee's Final Report and the appendices thereto;
27. The provisions of the *Courts of Justice Act*, RSO 1990, c 43, including section 100;
28. The provisions of the *Bankruptcy and Insolvency Act*, RRO 1990, Reg 194, including section 19;
29. Rules 1.04, 2.03, 3.02, 16.04, and 37 of the *Rules of Civil Procedure*, RSO 1990, Reg 194, as amended; and
30. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED ON THE HEARING OF THE MOTION:

1. The First and Final Report of the Trustee, and the appendices thereto; and
2. Such further and other evidence as counsel may advise and this Honourable Court may permit.

November 4, 2020

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**Lawyers for the Trustee,
Dodick Landau Inc.**

TO: THE SERVICE LIST

**Schedule “A”
Conference Details to join Motion via Zoom**

Join Zoom Meeting

<https://us02web.zoom.us/j/89982730985>

Meeting ID: 899 8273 0985

One tap mobile

+14388097799,,89982730985# Canada

+15873281099,,89982730985# Canada

Dial by your location

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

+1 778 907 2071 Canada

+1 204 272 7920 Canada

Meeting ID: 899 8273 0985

Find your local number: <https://us02web.zoom.us/j/89982730985>

TAB 2

Court File No. 31-2642560
Estate No. 31-2642560

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

THE HONOURABLE MR.) THURSDAY, THE 12th
)
JUSTICE HAINEY) DAY OF NOVEMBER, 2020

**IN THE MATTER OF THE BANKRUPTCY OF FAN
INTEGRATED EXPERIENCES LTD. OF THE CITY OF
TORONTO IN THE PROVINCE OF ONTARIO**

APPROVAL AND VESTING ORDER

THIS MOTION, made by **DODICK LANDAU INC.** in its capacity as the Trustee in Bankruptcy (the “**Trustee**”) of the undertaking, property and assets of **FAN INTEGRATED EXPERIENCES LTD.** (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an Asset Purchase Agreement (the “**Sale Agreement**”) between the Trustee and a corporation in trust for a company to be incorporated, now identified as 2556875 Ontario Inc. (the “**Purchaser**”) dated September 10, 2020 and appended to the First and Final Report of the Trustee dated November 4, 2020 (the “**Report**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”), was heard this day by video conference due to the COVID-19 crisis.

ON READING the Report and the Notice of Motion of the Trustee, and on hearing the submissions of counsel for the Trustee, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Christopher McGoey, filed;

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

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Trustee's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Trustee's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system and, for greater certainty, this Court orders that all encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

5. **THIS COURT ORDERS** that, notwithstanding:
- (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made in respect of the Debtor;

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

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

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

8. Given the impact of the COVID-19 pandemic on the capacity to enter Court Orders at this time, this Order **is** in effect immediately.



Schedule A – Form of Trustee’s Certificate

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ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

IN THE MATTER OF THE BANKRUPTCY OF FAN
INTEGRATED EXPERIENCES LTD. OF THE CITY OF
TORONTO IN THE PROVINCE OF ONTARIO

TRUSTEE’S CERTIFICATE

RECITALS

A. On May 1, 2020, Fan Integrated Experiences Ltd. (the “**Debtor**”) filed an assignment in bankruptcy. Dodick Landau Inc. was appointed as the Trustee (the “**Trustee**”) of the undertaking, property and assets of the Debtor.

B. Pursuant to an Order of the Court dated November 12, 2020, the Court approved the Asset Purchase Agreement made as of September 10, 2020 (the “**Sale Agreement**”) between the Trustee and a corporation in trust for a company to be incorporated, now identified as 2556875 Ontario Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 6 of the Sale Agreement have been satisfied or waived by the Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Trustee.

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

THE TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 6 of the Sale Agreement have been satisfied or waived by the Trustee and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Trustee.
4. This Certificate was delivered by the Trustee at _____ on _____.

DODICK LANDAU INC., in its capacity as Trustee in Bankruptcy of the undertaking, property and assets of FAN INTEGRATED EXPERIENCES LTD., and not in its personal capacity

Per: _____

Name: **Rahn Dodick**

Title: **President**

TAB 3

Revised: January 21, 2014

Court File No. 31-2642560
 Estate No. 31-2642560

ONTARIO
SUPERIOR COURT OF JUSTICE

IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

THE HONOURABLE MR.) ~~WEEKDAY~~THURSDAY, THE #12th
 JUSTICE HAINES) DAY OF ~~MONTH~~NOVEMBER, ~~20YR~~2020

~~BETWEEN:-~~

~~PLAINTIFF~~

Plaintiff

~~-and-~~

~~DEFENDANT~~

Defendant

IN THE MATTER OF THE BANKRUPTCY OF FAN
INTEGRATED EXPERIENCES LTD. OF THE CITY OF
TORONTO IN THE PROVINCE OF ONTARIO

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~DODICK LANDAU INC. in its capacity as the ~~Court-appointed receiver~~Trustee in Bankruptcy (the "~~Receiver~~"Trustee) of the undertaking, property and assets of ~~[DEBTOR]~~FAN INTEGRATED EXPERIENCES LTD. (the "~~Debtor~~"Trustee) for an order approving the sale transaction (the "~~Transaction~~"Trustee) contemplated by an ~~agreement of purchase and sale~~Asset Purchase Agreement (the "~~Sale Agreement~~"Trustee)

between the ~~Receiver~~Trustee and ~~[NAME OF PURCHASER]~~a corporation in trust for a company to be incorporated, now identified as 2556875 Ontario Inc. (the ~~"Purchaser"~~) dated ~~[DATE]~~September 10, 2020 and appended to the ~~First and Final~~ Report of the ~~Receiver~~Trustee dated ~~[DATE]~~November 4, 2020 (the ~~"Report"~~), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the ~~"Purchased Assets"~~), was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by video conference due to the COVID-19 crisis.

ON READING the Report and the Notice of Motion of the Trustee, and on hearing the submissions of counsel for the ~~Receiver, [NAMES OF OTHER PARTIES APPEARING]~~Trustee, no one appearing for any other person on the service list, although properly served as appears from the ~~affidavit~~Affidavit of ~~[NAME]~~sworn ~~[DATE]~~Service of Christopher McGoey, filed ;

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

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver~~Trustee's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the ~~"Receiver"~~Trustee's Certificate), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~[and listed on Schedule B hereto]~~ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the ~~"Claims"~~) including, without limiting the generality of the foregoing: ~~-(i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE];~~ (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other

personal property registry system; ~~and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D)~~ and, for greater certainty, this Court orders that all ~~of the Encumbrances~~encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

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

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

~~personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

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

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

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

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

7. ~~9.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the ~~Receiver~~Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ~~Receiver~~Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the ~~Receiver~~Trustee and its agents in carrying out the terms of this Order.

8. Given the impact of the COVID-19 pandemic on the capacity to enter Court Orders at this time, this Order is in effect immediately.

Schedule A – Form of ~~Receiver~~Trustee’s Certificate

Court File No. _____ 31-2642560
Estate No. _____ 31-2642560

ONTARIO
SUPERIOR COURT OF JUSTICE

IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

~~BETWEEN:-~~

~~PLAINTIFF~~

Plaintiff

~~-and-~~

~~DEFENDANT~~

Defendant

~~RECEIVER~~

IN THE MATTER OF THE BANKRUPTCY OF FAN
INTEGRATED EXPERIENCES LTD. OF THE CITY OF
TORONTO IN THE PROVINCE OF ONTARIO

TRUSTEE’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] On May 1, 2020, Fan Integrated Experiences Ltd. (the “Debtor”) filed an assignment in bankruptcy. Dodick Landau Inc. was appointed as the receiverTrustee (the "Receiver"“Trustee”) of the undertaking, property and assets of [DEBTOR] (the “Debtor”).

B. Pursuant to an Order of the Court dated ~~[DATE]~~ November 12, 2020, the Court approved the ~~agreement of purchase and sale~~ Asset Purchase Agreement made as of ~~[DATE OF AGREEMENT]~~ September 10, 2020 (the ~~"Sale Agreement"~~) between the ~~Receiver~~ [Debtor]Trustee and ~~[NAME OF PURCHASER]~~ a corporation in trust for a company to be incorporated, now identified as 2556875 Ontario Inc. (the ~~"Purchaser"~~) and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~ Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section ~~6~~ 6 of the Sale Agreement have been satisfied or waived by the ~~Receiver~~ Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the ~~Receiver~~ Trustee.

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

THE ~~RECEIVER~~ TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the ~~Receiver~~ Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section ~~6~~ 6 of the Sale Agreement have been satisfied or waived by the ~~Receiver~~ Trustee and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the ~~Receiver~~ Trustee.
4. This Certificate was delivered by the ~~Receiver~~ Trustee at _____ ~~[TIME]~~ on _____ - ~~[DATE]~~.

~~{NAME OF RECEIVER}~~ DODICK LANDAU INC., in its capacity as ~~Receiver~~ Trustee in Bankruptcy of the undertaking, property and assets of ~~{DEBTOR}~~ FAN INTEGRATED EXPERIENCES LTD., and not in its personal capacity

Per: _____

Name: Rahn Dodick

Title: President

Court File No. 31-2642560

Estate No. 31-2642560

IN THE MATTER OF THE BANKRUPTCY OF FAN INTEGRATED
EXPERIENCES LTD. OF THE CITY OF TORONTO IN THE PROVINCE OF
ONTARIO

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

WEISZ FELL KOUR LLP
100 King Street West,
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Toronto, ON M5X 1C9

Caitlin Fell
LSO No. 60091H
cfell@wfkllaw.ca
Tel: 416.613.8282

Fax: 416.613.8290

Lawyers for the Trustee,
Dodick Landau Inc.

Schedule B—Purchased Assets

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

~~Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property
(unaffected by the Vesting Order)~~

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Moved to	0
Style change	0
Format changed	0
Total changes	240

TAB 4

Court File No. 31-2642560
Estate No. 31-2642560

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

THE HONOURABLE MR.) THURSDAY, THE 12th
)
JUSTICE HAINEY) DAY OF NOVEMBER, 2020

**IN THE MATTER OF THE BANKRUPTCY OF FAN
INTEGRATED EXPERIENCES LTD. OF THE CITY OF
TORONTO IN THE PROVINCE OF ONTARIO**

APPROVAL AND DISCHARGE ORDER

THIS MOTION, made by **DODICK LANDAU INC.** in its capacity as the Trustee in Bankruptcy (the “**Trustee**”) of the undertaking, property and assets of **FAN INTEGRATED EXPERIENCES LTD.** (the “**Debtor**”) for an order:

1. approving First and Final Report of the Trustee, dated November 4, 2020 (the “**Report**”), as well as the activities described therein;
2. approving the sale transaction contemplated by an asset purchase agreement between the Trustee and a corporation in trust for a company to be incorporated, now identified as 2556875 Ontario Inc. (the “**Purchaser**”), attached as Confidential Appendix 1 to the Report (the “**Sale Agreement**”);
3. vesting in the Purchaser, the Assets, as defined and described in the Sale Agreement;
4. sealing the Confidential Appendices to the Report;

5. approving the Trustee's final statement of receipts and disbursements from the commencement of this bankruptcy administration, up to its finalization;
6. approving the fees and disbursements of the Trustee and its legal counsel, Weisz Fell Kour LLP, including an accrual up to and including the date of this Order;
7. approving the distribution of the remaining proceeds available in the estate of the Debtor;
8. discharging Dodick Landau Inc. as Trustee of the undertaking, property and assets of the Debtor; and
9. releasing Dodick Landau Inc. from any and all liability, as set out in paragraph 6 of this Order,

was heard this day by video conference due to the COVID-19 crisis.

ON READING the Report and the Notice of Motion of the Trustee, as well as the affidavits of the Trustee and its counsel as to fees (the "**Fee Affidavits**"), and on hearing the submissions of counsel for the Trustee, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Christopher McGoey, filed;

1. **THIS COURT ORDERS** that the Report be and is hereby approved and the activities of the Trustee and its counsel, as set out in the Report, are hereby approved.
2. **THIS COURT ORDERS** that the fees and disbursements of the Trustee and its counsel, as set out in the Report and the Fee Affidavits, are hereby approved.
3. **THIS COURT APPROVES AND AUTHORIZES** the distribution of the balance of the funds held by the Trustee, and the allocation of fees and disbursements, as detailed in the Report.
4. **THIS COURT ORDERS** that the Trustee's Final Statement of Receipts and Disbursements from the commencement of this bankruptcy administration, as detailed in the Report, be and are hereby approved.

5. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph 3 hereof [and upon the Trustee filing a certificate certifying that it has completed the other activities described in the Report], the Trustee shall be discharged as Trustee of the undertaking, property and assets of the Debtor, provided however that notwithstanding its discharge herein (a) the Trustee shall remain Trustee for the performance of such incidental duties as may be required to complete the administration of the bankruptcy herein, and (b) the Trustee shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Dodick Landau Inc. in its capacity as Trustee.

6. **THIS COURT ORDERS AND DECLARES** that Dodick Landau Inc. is hereby released and discharged from any and all liability that Dodick Landau Inc. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Dodick Landau Inc. while acting in its capacity as Trustee herein, save and except for any gross negligence or wilful misconduct on the Trustee's part. Without limiting the generality of the foregoing, Dodick Landau Inc. 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 Trusteeship proceedings, save and except for any gross negligence or wilful misconduct on the Trustee's part.

SEALING

7. **THIS COURT ORDERS** that Confidential Appendices “1”, “2”, and “3” to the Report, being (i) an unredacted copy of the Asset Purchase Agreement; (ii) Minutes of the Second Inspectors' Meeting; and (iii) the Final Statement of Receipts and Disbursements, respectively, are hereby sealed pending further order of the Court, and shall not form part of the public record.

ORDER EFFECTIVE IMMEDIATELY

8. Given the impact of the COVID-19 pandemic on the capacity to enter Court Orders at this time, this Order **is** in effect immediately.

TAB 5

Court File No. 31-2642560
Estate No. 31-2642560

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

THE HONOURABLE ~~MR.~~) ~~WEEKDAY~~THURSDAY, THE #12th
))
JUSTICE ~~HAINEY~~) DAY OF ~~MONTH~~NOVEMBER, ~~20YR~~2020

~~BETWEEN:-~~

~~PLAINTIFF~~

~~Plaintiff~~

~~-and-~~

~~DEFENDANT~~

~~Defendant~~

IN THE MATTER OF THE BANKRUPTCY OF FAN
INTEGRATED EXPERIENCES LTD. OF THE CITY OF
TORONTO IN THE PROVINCE OF ONTARIO

APPROVAL AND DISCHARGE ORDER

THIS MOTION, made by [~~RECEIVER'S NAME~~]DODICK LANDAU INC. in its capacity as the ~~Court-appointed receiver~~Trustee in Bankruptcy (the "~~Receiver~~""Trustee") of the undertaking, property and assets of [~~DEBTOR~~]FAN INTEGRATED EXPERIENCES LTD. (the "~~Debtor~~""); for an order:

1. approving ~~the activities of the Receiver as set out in the report of the Receiver~~First and Final Report of the Trustee, dated ~~[DATE]~~November 4, 2020 (the "**Report**"), as well as the activities described therein;
2. approving the sale transaction contemplated by an asset purchase agreement between the Trustee and a corporation in trust for a company to be incorporated, now identified as 2556875 Ontario Inc. (the "Purchaser"), attached as Confidential Appendix 1 to the Report (the "Sale Agreement");
3. vesting in the Purchaser, the Assets, as defined and described in the Sale Agreement;
4. sealing the Confidential Appendices to the Report;
5. approving the Trustee's final statement of receipts and disbursements from the commencement of this bankruptcy administration, up to its finalization;
6. ~~2-~~approving the fees and disbursements of the ReceiverTrustee and its legal counsel, Weisz Fell Kour LLP, including an accrual up to and including the date of this Order;
7. ~~3-~~approving the distribution of the remaining proceeds available in the estate of the Debtor; ~~and~~
8. ~~4-~~discharging [RECEIVER'S NAME]Dodick Landau Inc. as ReceiverTrustee of the undertaking, property and assets of the Debtor; and
9. ~~5-~~releasing [RECEIVER'S NAME]Dodick Landau Inc. from any and all liability, as set out in paragraph 56 of this Order;

was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by video conference due to the COVID-19 crisis.

ON READING the Report~~,~~ and the Notice of Motion of the Trustee, as well as the affidavits of the ~~ReceiverTrustee~~ and its counsel as to fees (the "Fee Affidavits"), and on hearing the submissions of counsel for the ~~ReceiverTrustee~~, no one else-appearing for any other person on the service list, although properly served as ~~evidenced by~~appears from the Affidavit of ~~[NAME] sworn [DATE] Service of Christopher McGoey,~~ filed;

1. **THIS COURT ORDERS** that the Report be and is hereby approved and the activities of the ReceiverTrustee and its counsel, as set out in the Report, are hereby approved.

2. **THIS COURT ORDERS** that the fees and disbursements of the ReceiverTrustee and its counsel, as set out in the Report and the Fee Affidavits, are hereby approved.

3. **THIS COURT** ~~ORDERS that, after payment of~~APPROVES AND AUTHORIZES the distribution of the balance of the funds held by the Trustee, and the allocation of fees and disbursements ~~herein approved, as detailed in~~ the Receiver shall pay Report.

4. THIS COURT ORDERS that the ~~monies remaining in its hands to [NAME OF PARTY]~~Trustee's Final Statement of Receipts and Disbursements from the commencement of this bankruptcy administration, as detailed in the Report, be and are hereby approved.

5. 4. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph 3 hereof [and upon the ReceiverTrustee filing a certificate certifying that it has completed the other activities described in the Report], the ReceiverTrustee shall be discharged as ReceiverTrustee of the undertaking, property and assets of the Debtor, provided however that notwithstanding its discharge herein (a) the ReceiverTrustee shall remain ReceiverTrustee for the performance of such incidental duties as may be required to complete the administration of the receivership bankruptcy herein, and (b) the ReceiverTrustee shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of [RECEIVER'S NAME]Dodick Landau Inc. in its capacity as ReceiverTrustee.

6. 5. **THIS COURT ORDERS AND DECLARES** that [RECEIVER'S NAME]Dodick Landau Inc. is hereby released and discharged from any and all liability that [RECEIVER'S NAME]Dodick Landau Inc. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of [RECEIVER'S NAME]Dodick Landau Inc. while acting in its capacity as ReceiverTrustee herein, save and except for any gross negligence or wilful misconduct on the ReceiverTrustee's part. Without limiting the generality of the foregoing, [RECEIVER'S NAME]Dodick Landau Inc. 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~~Trusteeship proceedings, save and except for any gross negligence or wilful misconduct on the ~~Receiver~~Trustee's part.†

SEALING

7. THIS COURT ORDERS that Confidential Appendices “1”, “2”, and “3” to the Report, being (i) an unredacted copy of the Asset Purchase Agreement; (ii) Minutes of the Second Inspectors' Meeting; and (iii) the Final Statement of Receipts and Disbursements, respectively, are hereby sealed pending further order of the Court, and shall not form part of the public record.

ORDER EFFECTIVE IMMEDIATELY

8. Given the impact of the COVID-19 pandemic on the capacity to enter Court Orders at this time, this Order is in effect immediately.

Court File No. 31-2642560Estate No. 31-2642560

IN THE MATTER OF THE BANKRUPTCY OF FAN INTEGRATED
EXPERIENCES LTD. OF THE CITY OF TORONTO IN THE PROVINCE OF
ONTARIO

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

Proceedings commenced at Toronto

APPROVAL AND DISCHARGE ORDER

WEISZ FELL KOUR LLP
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Caitlin Fell
LSO No. 60091H
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Tel: 416.613.8282

Fax: 416.613.8290

Lawyers for the Trustee,
Dodick Landau Inc.

Document comparison by Workshare 10.0 on November 4, 2020 6:07:47 PM

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TAB 6

Court File No. 31-2642560

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY OF
FAN INTEGRATED EXPERIENCES LTD.
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

**FIRST AND FINAL REPORT TO COURT OF DODICK LANDAU INC.
AS TRUSTEE IN BANKRUPTCY OF FAN INTEGRATED EXPERIENCES LTD.**

November 4, 2020

INDEX OF APPENDICES

Appendix 1	Certificate of Appointment and Statement of Affairs
Appendix 2	Minutes of the Creditors' Meeting and the Reconvened Meeting
Appendix 3	Correspondence between Counsel to Incomplete Creditor and the Trustee and/or its legal counsel
Appendix 4	(A) Minutes of the First Inspectors Meeting (B) Bidding Procedures
Appendix 5	Redacted version of the APA
Appendix 6	Dodick Affidavit
Appendix 7	Fell Affidavit
Confidential Appendix 1	Agreement of Purchase and Sale (unredacted)
Confidential Appendix 2	Minutes of the Second Inspectors' Meeting
Confidential Appendix 3	Final Statement of Receipts and Disbursements

INTRODUCTION

- 1) On May 1, 2020, Fan Integrated Experiences Ltd. (“FIE” or the “Company”) filed an assignment in bankruptcy ceasing operations, suspending its IOS and Android application, and terminating its employees. Dodick Landau Inc. (“DLI”) was appointed as Trustee in Bankruptcy (the “Trustee”) over the estate (the “Estate”). Attached as Appendix “1” is the Certificate of Appointment and Statement of Affairs.

PURPOSE OF REPORT

- 2) The purpose of this first and final report of the Trustee (the “Report”) is to:
 - a) support the Trustee’s request for an Order (“Approval and Vesting Order”) that, among other things:
 - (a) authorizes the Trustee to sell all of the Company’s right, title and interest, if any, in all of the assets of FIE (the “Assets”) to 2556875 Ontario Inc. (“Purchaser”), in accordance with the Asset Purchase Agreement (“APA”), as described later in this Report; and
 - (b) vests the Assets in the Purchaser, free and clear of all encumbrances.
 - b) seek an order (“Approval and Discharge Order”) to, among other things:
 - (a) approve the Trustee’s activities and conduct during the bankruptcy proceedings as set out in this Report;
 - (b) approve the Trustee’s final statement of receipts and disbursements from the commencement of the bankruptcy administration to its finalization;
 - (c) approve the fees and disbursements of the Trustee and its legal counsel, including an accrual up to and including the Trustee’s discharge; and
 - (d) discharge the Trustee from its role and duties and forever barring any party from making any claim against the Trustee upon receipt of a discharge order from the Court.
- 3) In support of the Trustee’s request for the Approval and Vesting Order, this Report provides:

- (a) background information on FIE, its operations and its assets;
- (b) background information on the bankruptcy proceeding;
- (c) details of the sale transaction, including the Trustee's sale process;
- (d) a confidential appendix that provides the financial details of the sale transaction;
- (e) a confidential appendix with the final statement of receipts and disbursements;
and
- (f) information that supports the Trustee's recommendation that the Approval and Vesting Order and the Approval and Discharge Order be granted by this Court.

DISCLAIMER

- 4) In preparing this Report, the Trustee has relied upon certain unaudited, draft and/or internal financial information, the Company's books and records, discussions with the former management of the Company ("**Management**") and information from other third-party sources (collectively, the "**Information**"). However, the Trustee notes that it cannot be certain that it is in receipt of all applicable and relevant information with respect to the business of FIE. Except as described in this Report:
 - (a) the Trustee's review does not constitute an audit or verification of such Information for accuracy, completeness or compliance with Generally Accepted Assurance Standards ("**GAAS**"), Generally Accepted Accounting Principles ("**GAAP**"), or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Trustee expresses no opinion or other form of assurance pursuant to GAAS, GAAP or IFRS, or any other guidelines, with respect to such information; and
 - (b) the Trustee has prepared this Report in its capacity as a Trustee and has made a copy of this Report available on the Trustee's website at www.dodick.ca for purposes of this motion. Parties using this Report, other than for the purpose of this motion, are cautioned that it may not be appropriate for their purposes.
- 5) All references in this Report to dollars are in Canadian currency unless otherwise noted.

BACKGROUND

Operations

- 6) FIE, which launched in 2018, is an e-commerce start up that created an application (“App”) known as FIX, which provided a loyalty program for music fans, artists, labels and partnerships.
- 7) The traditional fan club model for music lovers was considered by the Company to be outdated and broken. FIX entered the market as a modern alternative to the traditional fan club model, allowing its users the ability to access all their favorite musical artists in one place, rather than downloading separate fan club Apps. The customer experience offered through FIX included rewards, exclusive events, gamification and advanced loyalty dynamics.

Causes of Financial Difficulties

- 8) According to Management, FIE’s financial difficulties were caused by various challenges encountered by the Company including, among other things:
 - (a) FIE spent a significant amount of its startup capital on user acquisition as its plan was to quickly grow its user base and then pivot to more revenue generating features. Early user base growth while positive, also translated into higher than expected costs such as loyalty point redemptions;
 - (b) Lower than expected revenue from advertisement and in-App purchases drained the Company’s startup capital quicker than forecast; and
 - (c) Monthly service fees, which FIE was under contract to pay to certain vendors, and ultimately proved to be too expensive for the Company.
- 9) In early 2020, the Company increased its efforts to attract additional capital from various equity investors to address its cash flow needs. While there was initial interest in the market, after the onset of the COVID-19 pandemic all parties withdrew their financing offers and advised Management that they needed to preserve capital and were no longer prepared to invest.

- 10) Following its appointment, the Trustee took administrative control of the FIX App, related technology and social media handles.

Bankruptcy Proceeding

- 11) Following its appointment, the Trustee sent all known creditors a creditors package which included a notice of the first meeting of creditors, which was scheduled for May 21, 2020 via conference call ("**Creditors' Meeting**"). The Trustee's preliminary report was sent by e-mail to all creditors who filed proofs of claim prior to the Creditors' Meeting.
- 12) At the Creditors' Meeting one of the creditors in attendance requested an adjournment of the meeting, which was granted to June 4, 2020 ("**Reconvened Meeting**"). At the time of the Reconvened Meeting, the Trustee determined that the creditor who requested the adjournment did not have a valid claim as no information was filed to support the claim in advance of the start of the Creditors' Meeting ("**Incomplete Claimant**"). The Trustee asked the creditors eligible to vote at the Creditors' Meeting whether they objected to the adjournment. As none objected, the Trustee agreed to adjourn the Creditors' Meeting.
- 13) At the Reconvened Meeting, the Trustee informed all participants that the Incomplete Claimant, although their claim was now properly filed, was still unable to vote at the Reconvened Meeting as the claim was not proven before the start of the Creditors' Meeting. The Trustee made this determination based on consultation with the Office of the Superintendent of Bankruptcy ("**OSB**"). The OSB agreed that the Incomplete Claimant was not permitted to vote at the Reconvened Meeting. However, the Trustee permitted the Incomplete Claimant to attend and participate at the Reconvened Meeting as an observer.
- 14) The Trustee further advised the attendees at the Reconvened Meeting that immediately prior to the start of the Reconvened Meeting the Trustee was notified by a proposed substitute trustee that a motion to substitute the Trustee would be made at the Reconvened Meeting and the substitute trustee had also given notice of its willingness to act. The motion to substitute the Trustee was initially brought by the Incomplete Claimant at the first Creditors' Meeting. The Trustee refused to table the motion since, as noted above, the Incomplete Claimant did not have a proven claim filed prior to the start of the Creditors' Meeting. Notwithstanding this, the Incomplete Claimant arranged in advance

of the Reconvened Meeting for another creditor that had proven its claim prior to the start of the Creditors' Meeting to make the motion to substitute the Trustee should it not be allowed to do so. When asked, neither the Incomplete Claimant nor the creditor making the substitution motion, were able to provide the Reconvened Meeting with a reason for making the motion for substitution of the Trustee. The Trustee tabled the motion for substitution brought forward by the creditor. A vote on the substitution of the trustee was then held. The requisite number in value of those creditors eligible to vote, did not vote in favour of the substitution and, accordingly, the motion did not pass. A copy of the Creditors' Meeting, and Reconvened Meeting, minutes are attached as **Appendix "2"**.

- 15) Following the Creditors' Meeting, counsel to Incomplete Creditor wrote numerous letters and emails to the Trustee and its legal counsel. The Trustee notes that a significant amount of professional time was incurred by the Trustee and its legal counsel to address the voluminous amount of correspondence received from the Incomplete Creditor. The correspondence principally related to the motion to substitute the Trustee that was raised for consideration by the Creditors and certain unsubstantiated allegations, including allegations relating to the ability of the sole Director to assign the Company into bankruptcy. The Trustee and its legal counsel responded to all of the questions raised by the Incomplete Creditor in its correspondence and addressed his questions at the Creditors' Meeting, Reconvened Meeting and Inspectors' meetings. Copies of the correspondence between counsel to the Incomplete Creditor and the Trustee and/or its legal counsel, as well as certain correspondence between the Incomplete Creditor and Management prior to the Bankruptcy assignment, is attached as **Appendix "3"**.

Sales Process

- 16) Following the Reconvened Creditors Meeting, the Trustee implemented a sales process ("**Sales Process**") for the purchase of the right, title and interest, if any, in and to the Assets. The Estate's Inspectors were provided with proposed bidding procedures ("**Bidding Procedures**") for the Sales Process and approved the Sales Process, along with the Bidding Procedures, at a meeting of the Inspector held on June 17, 2020. A copy of the minutes of the first meeting of inspectors, including the Bidding Procedures, are attached as **Appendix "4"**.

- 17) The Bidding Procedures, together with a form of confidentiality agreement ("CA"), were provided to all parties that expressed interest in the Assets and these documents were also posted on the Trustee's website for download by interested parties.
- 18) The Bidding Procedures outlined, among other things, the bidding process, the criteria to be a qualified bidder and the bid requirements. The bid requirements included, among other things: (i) submission of an executed copy of a proposed purchase agreement; (ii) a cash deposit; and (iii) the requirement that the bid shall not contain any due diligence, financing or regulatory conditions of any kind other than those contained in the Asset Purchase Agreement.
- 19) The Bidding Procedures contained a bid deadline of 12:00 p.m. on July 31, 2020 ("Preliminary Bid Deadline").

SALE OF ASSETS

- 20) The Trustee marketed the Assets for sale by:
 - (a) creating a sale opportunity teaser document and sending it, together with a CA, to over 25 potential purchasers, the majority of which are industry participants, who requested the information;
 - (b) posting the sale opportunity on a weekly insolvency publication, The Insolvency Insider, which is distributed to 6,100 e-mail recipients;
 - (c) responding to enquiries from a number of interested industry participants;
 - (d) receiving seven executed confidentially agreements from potential purchasers ("**Potential Purchasers**");
 - (e) providing the Potential Purchasers with due diligence information including a confidential information memorandum prepared by the Trustee; and
 - (f) answering numerous questions about the Assets and the financial affairs of FIE including coordinating conference calls between the Potential Purchasers, the Trustee and former Management, including calls to carry-out technical due diligence.

- 21) One of the seven Potential Purchasers was the Incomplete Claimant. Prior to the Bid Deadline, the Incomplete Claimant requested first a two-week extension of the Bid Deadline, and then a further one-week extension thereafter, in order to complete his due diligence. Both extension requests were granted by the Trustee and the bid deadline was ultimately extended to August 21, 2020 ("**Final Deadline**"). The Potential Purchasers that remained interested at the time were also informed of the extensions.

- 22) On the Final Deadline, after carrying out extensive due diligence and discussing with the Trustee's legal counsel a structure for an offer, the Incomplete Claimant decided not to submit an offer. At the Final Deadline, only one offer was received for a sub-set of the Assets. The Trustee was advised by the other interested parties that although the Potential Purchasers remained interested in acquiring the Assets, they were unwilling or unable to submit an offer for various reasons including that they:
 - (a) could not do so by the Final Deadline;
 - (b) had allocated internal resources to other projects and did not have excess internal capacity to pursue this acquisition and this new product offering; and
 - (c) had a competing product with a different vision in mind and, therefore, FIE did not fit into their business plan.

- 23) The one offer that was received was by email from Warner-Elektra-Atlantic Corp. ("**Warner Music**") offering to pay the Estate 25 cents per user that sign up with their competing product. The Trustee chose not to pursue this offer as the offer:
 - (a) was contingent upon the number of users adopting Warner Music's internally developed product, which was unknown and, therefore, could not be valued;
 - (b) would most likely affect the value obtained for the sale of the remainder of the Assets to another party; and
 - (c) did not include a deposit.

- 24) After the Final Deadline passed, the Trustee was contacted by one of the Potential Purchasers asking about the status of the sales process. The Trustee advised them that

an offer had not been accepted and they may still submit an offer to the Trustee. They immediately advised and did in fact, submit an offer.

Asset Purchase Agreement

- 25) On September 10, 2020, a party related to the Purchaser, in trust for the Purchaser, executed the Asset Purchase Agreement (“APA”) for the purchase of the Assets. The APA was substantially in the same form as the APA prepared by the Trustee and distributed to Potential Purchasers and was accompanied by a deposit.
- 26) The APA states that the Trustee is to obtain an Approval and Vesting Order and that the transaction is scheduled to close by January 12, 2021 (“Closing”).
- 27) In order to preserve confidentiality of the purchase price of the Assets until Closing, the Trustee respectfully requests that the unredacted purchase price in the APA remain under seal until Closing. The unredacted APA is attached hereto as **Confidential Appendix “1”**. A redacted version of the APA is attached hereto as **Appendix “5”**.
- 28) Following acceptance of the APA, the Trustee called a second meeting of Inspectors, via conference call, on September 21, 2020 (“**Second Inspectors’ Meeting**”) to review the outcome of the sales process and the executed APA received from the Purchaser. As the market had been extensively canvassed and the Purchaser’s offer was the only viable offer received by the Trustee for the Assets, the Trustee was of the view that the offer from the Purchaser should be accepted and recommended the same to the Inspectors at the **Second Inspectors’ Meeting**.
- 29) The Trustee advised the Inspectors that it was of the view that as time passes, and the business and assets remain dormant, the prospects of a sale at a greater value significantly diminishes. Completing a sale of the Assets to the Purchaser provides the opportunity for: i) FIE’s business to survive with a new owner who is able to invest new working capital and technical resources in FIE in order to develop a new business plan and re-introduce the product to market; ii) future employment opportunities for FIE’s former employees; and iii) opportunity for former suppliers of FIE to maintain FIE as a customer.
- 30) There were three, out of four, Inspectors in attendance at the **Second Inspectors’ Meeting** and who voted on a resolution to approve the Trustee entering into the APA with the Purchaser. Two Inspectors voted against the resolution (one at the time of the meeting

and one by email the following day) and the third Inspector voted in favour of the resolution. A copy of the minutes of the Second Inspectors' Meeting are attached as **Confidential Appendix "2"**. Confidential Appendix 2 includes a copy of the APA and details relating to the Purchaser and proposed sale, and for this reason the minutes of the Second Inspectors Meeting is a confidential appendix.

- 31) The minutes of the Second Inspectors' Meeting sets out the principal reasons why the Inspectors declined to approve the APA. Notwithstanding that a majority of the Inspectors did not approve the APA, given the circumstances, it is the Trustee's view that, despite a lack of support from the majority of the Estate's Inspectors, for the reasons outlined above, the approval of the APA by this Court would result in the highest and best realization for the Assets.
- 32) A court may authorize the sale of assets in a bankruptcy and accordingly, the Trustee seeks this court's approval for the sale of the Assets. The Trustee is of the view that:
- (a) the process leading to the proposed sale of the Assets was reasonable in the circumstances;
 - (b) creditors through the Inspectors were consulted;
 - (c) the market was extensively canvassed, and the APA submitted by the Purchaser is the only viable offer;
 - (d) the consideration to be received for the property is reasonable and fair, considering the market value of the property;
 - (e) good faith efforts were made to sell the Assets; and
 - (f) the consideration to be received is superior to the consideration that would be received under any other offer made in accordance with the Sale Process.

FINAL STATEMENT OF RECEIPTS AND DISBURSEMENTS

- 33) Attached as **Confidential Appendix 3** is the Trustee's final statement of receipts and disbursements (the "**Final R&D**") which includes accruals to the completion of the administration of the Estate scheduled to occur in January 2021 after the Closing. The

Final R&D includes accrued net proceeds to be received at Closing and for this reason the Final R&D is a confidential appendix.

COMPLETION OF BANKRUPTCY

- 34) Following Closing of the sale to the Purchaser the Bankruptcy proceeding will be complete. For this reason, the Trustee seeks an order discharging DLI as Trustee of the Company.

PROFESSIONAL FEES

- 35) The Trustee, together with its legal counsel, Weisz Fell Kour LLP ("WFK"), have maintained detailed records of their professional costs and time during the course of the bankruptcy proceeding.
- 36) Exhibit "A" to the affidavit of Rahn Dodick sworn on November 3, 2020, and contained in the Trustee's motion record (the "Dodick Affidavit") contains a summary of the personnel, hours and hourly rates charged by the Trustee in respect of these proceedings. For the period April 1, 2020 to October 31, 2020 ("Trustee's Billing Period"), the Trustee's accounts amount to \$68,284.50 in fees, \$2,496.49 in disbursements and \$9,016.28 in HST for a total amount of \$79,797.27. The Trustee estimates that it will incur a further \$2,000.00 in fees, \$500.00 in disbursements and \$325.00 in HST for a total of \$2,825.00 which has been accrued on the Trustee's final invoice, to close the sale of the assets and complete the administration (together with Trustee's Billing Period, the "Period"). Attached as Exhibit "B" of the Dodick Affidavit are copies of the accounts rendered by the Trustee in respect of the bankruptcy proceeding. The Dodick Affidavit is attached as **Appendix "6"**.
- 37) The average hourly rate for the Trustee's Billing Period was approximately \$290.19/hour.
- 38) The fees and disbursements of WFK as legal counsel to the Trustee in respect of this proceeding are set out in the Affidavit of Caitlin Fell sworn on November 2, 2020 and contained in the Trustee's Motion Record (the "Fell Affidavit"). Exhibits "A" and "B" in the Fell Affidavit contain a summary of the personnel, hours and hourly rates charged by WFK as counsel to the Trustee in the Period together with a copy of the accounts to October 31, 2020 (the "WFK Accounts"). The WFK Accounts comprise of fees of \$9,635.00, disbursements of \$0.00, and HST of \$1,252.55 for a total amount of \$10,887.55. WFK's

final account includes a further reserve of \$3,135.00 in fees, \$0.00 in disbursements and \$407.55 in HST for a total of \$3,542.55 to complete its obligations to the Trustee including attendance at this motion. The Fell Affidavit is attached as **Appendix "7"**.

- 39) The average hourly rate of WFK referenced in the WFK Accounts was approximately \$460.49/hour.

TRUSTEE'S RECOMMENDATION

- 40) In view of the foregoing, the Trustee respectfully recommends that this Court grant:

- a) the Approval and Vesting Order to:

(a) approve the sale of the Purchaser, pursuant to the terms of the APA, and vest the Assets in the Purchaser free and clear of all claims;

- b) the Approval and Discharge Order to:

(a) approve the Trustee's activities and conduct during the bankruptcy proceedings, as set out in this Report;

(b) approve the fees and disbursements of the Trustee and its legal counsel, WFK, as set out in the Dodick and Fell Affidavits; and

(c) discharge the Trustee from its duties, and release Dodick Landau Inc. for any and all liability, pursuant to its appointment as Trustee, upon receipt of its discharge order from this Court and effective immediately following the Closing.

All of which is respectfully submitted this 4th day of November 2020.

**DODICK LANDAU INC., solely in its capacity as
Trustee of Fan Integrated Experiences Ltd.
and not in its personal or corporate capacity.**

Per:



Rahn Dodick, CPA, CA, CIRP, LIT
President

APPENDIX "1"



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Ontario
 Division No.: 09 - Toronto
 Court No.: 31-2642560
 Estate No.: 31-2642560

In the Matter of the Bankruptcy of:
Fan Integrated Experiences Ltd.
 Debtor

DODICK LANDAU INC.
 Licensed Insolvency Trustee
 Ordinary Administration

Date and time of bankruptcy:	May 01, 2020, 10:01	Security:	\$0.00
Date of trustee appointment:	May 01, 2020		
Meeting of creditors:	May 21, 2020, 11:00 via conf.call 416-933-9400 ID#5850971 Toronto, Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: May 01, 2020, 11:52

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

District of:
Division No. _____
Court No. _____
Estate No. _____

Original Amended

- Form 78 -
Statement of Affairs (Business Bankruptcy) made by an entity
(Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

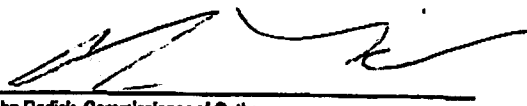
In the matter of the bankruptcy of
Fan Integrated Experiences Ltd.
of the city of Toronto, in the Province of Ontario

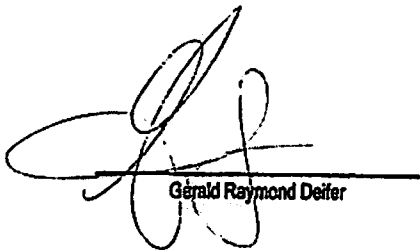
To the bankrupt
You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 30th day of April 2020. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A" 309,517.43	1. Inventory 1,000.00
Balance of secured claims as per list "B" 0.00	2. Trade fixtures, etc. 0.00
Total unsecured creditors 309,517.43	3. Accounts receivable and other receivables, as per list "E"
2. Secured creditors as per list "B" 0.00	Good 0.00
3. Preferred creditors as per list "C" 0.00	Doubtful 0.00
4. Contingent, trust claims or other liabilities as per list "D"	Bad 80,309.67
estimated to be reclaimable for 0.00	Estimated to produce 0.00
Total liabilities 309,517.43	4. Bills of exchange, promissory note, etc., as per list "F" ... 0.00
Surplus NIL	5. Deposits in financial institutions 0.00
	6. Cash 0.00
	7. Livestock 0.00
	8. Machinery, equipment and plant 0.00
	9. Real property or immovable as per list "G" 0.00
	10. Furniture 0.00
	11. RRSPs, RRIFs, life insurance, etc. 0.00
	12. Securities (shares, bonds, debentures, etc.) 0.00
	13. Interests under wills 0.00
	14. Vehicles 0.00
	15. Other property, as per list "H" 1,005.00
	If bankrupt is a corporation, add:
	Amount of subscribed capital 0.00
	Amount paid on capital 0.00
	Balance subscribed and unpaid 0.00
	Estimated to produce 0.00
	Total assets 2,005.00
	Deficiency 307,512.43

I, Gerald Raymond Deifer, of the city of Toronto in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 30th day of April 2020 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
before me at the city of Toronto in the Province of Ontario, on this 30th day of April 2020.


Rahn Dodick, Commissioner of Oaths
For the Province of Ontario
Expires June 1, 2020


Gerald Raymond Deifer

Rahn Dodick, a Commissioner, etc.,
Province of Ontario, for Dodick,
London Inc. and Dodick London
Partnership. Expires June 1, 2020.

District of:
Division No.
Court No.
Estate No.

FORM 78 – Continued

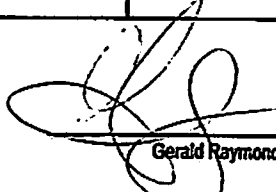
List "A"
Unsecured Creditors

Fan Integrated Experiences Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	Algolia	301 Howard Street, Suite 300 San Francisco CA 94105 USA	31.00	0.00	31.00
2	Anthony Di Iorio	500 Wellington Street West, Suite 701 Toronto ON M5V 1E3	174,436.00	0.00	174,436.00
3	Branch	1400B Seaport Blvd. Redwood City CA 94063 USA	210.94	0.00	210.94
4	Cloudinary	3400 Central Expressway, Suite 110 Santa Clara CA 95051 USA	29.00	0.00	29.00
5	CMCPA Bookkeeping	69 Tahir Street Maple ON L6A 4B4	452.00	0.00	452.00
6	CRA - Tax - Ontario 772606117RC0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	1.00	0.00	1.00
7	CRA - Tax - Ontario 772606117RP0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	1.00	0.00	1.00
8	CRA - Tax - Ontario 772606117RT0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	1.00	0.00	1.00
9	Dan Pfeifer	2891 Franklin Oaks Dr. Hamdon VA 20171 USA	10,125.00	0.00	10,125.00
10	Google Inc G Suite	1600 Amphitheatre Pkwy Mountain View CA 94043 US	100.00	0.00	100.00
11	Google Inc Servers	1600 Amphitheatre Pkwy Mountain View CA 94043 US	180.00	0.00	180.00
12	Govlings Law Firm Legal	2600 - 160 Elgin Street Ottawa ON K1P 1C3	3,260.14	0.00	3,260.14
13	Kevin Strain	366 Broadway Avenue Toronto ON M4P 1X2	6,561.97	0.00	6,561.97
14	Lumen Power Tech Attr: Joe DeLonghi	94 Brockport Drive Etobicoke ON M9W 7J8	19,985.00	0.00	19,985.00
15	mLab	660 York Street, Suite 101 San Francisco CA 94110 USA	434.00	0.00	434.00
16	Natalia Ochrym	1 Connable Drive Toronto ON M5R 1Z7	8,423.00	0.00	8,423.00
17	NextBee	155 Boret Rd., Suite 700 San Mateo CA 94402 USA	45,000.00	0.00	45,000.00
18	Peter Rosnick	203 Greenwich Avenue Greenwich CT 06830 USA	0.00	0.00	0.00
19	Piada	P.O. Box 7775 #35278 San Francisco CA 94120 USA	1.00	0.00	1.00
20	Price Waterhouse Coopers	200 Apple Mill Road, Vaughan Metropolitan Centre Vaughan ON L4K 0J8	12,161.63	0.00	12,161.63
21	Pryor Cashman LLP Attr: Gerald Deifer 29214	7 Times Square New York NY 10036 USA	16,290.17	0.00	16,290.17

30-Apr-2020

Date



Gerald Raymond Deifer

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 - Continued


List "A"
 Unsecured Creditors

Fan Integrated Experiences Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
22	Redis	700 E. El Camino Real, Suite 250 Mountain View CA 94040 USA	138.00	0.00	138.00
23	Revenue Cat	633 Taraval St. #1 San Francisco CA 94116 USA	230.00	0.00	230.00
24	Sand Grid	1801 California Street, Suite 500 Denver CO 80202 USA	450.00	0.00	450.00
25	TaxJar	TPS Unlimited Inc. 462 Washington St. #3066 Woburn MA 01888 USA	1.00	0.00	1.00
26	TotBox	501 2nd Street, Suite 310 San Francisco CA 94107 USA	1.00	0.00	1.00
27	Walter Laska	30 Taylorwood Drive Toronto ON M9A 4R7	11,012.58	0.00	11,012.58
28	ZenDesk	1019 Market Street San Francisco CA 94103 USA	1.00	0.00	1.00
Total:			309,517.43	0.00	309,517.43

30-Apr-2020

Date



Gerald Raymond Deifer

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 - Continued

List "B"
 Secured Creditors

Fan Integrated Experiences Ltd.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
Total:			0.00			0.00	0.00	0.00

30-Apr-2020

Date



Gerakl Raymond Deiter

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 – Continued

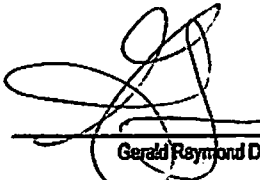
List "C"
 Preferred Creditors for Wages, Rent, etc.

Fan Integrated Experiences Ltd.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

30-Apr-2020

 Date



 Gerald Raymond Deifer

District of:
Division No. -
Court No.
Estate No.

FORM 78 - Continued

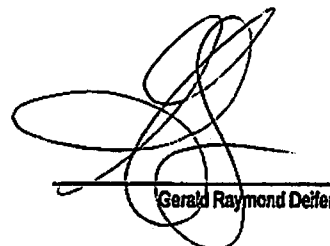
List 'D'
Contingent or Other Liabilities

Fan Integrated Experiences Ltd.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

30-Apr-2020

Date



Gerald Raymond Deiter

District of:
 Division No. -
 Court No.
 Estate No.

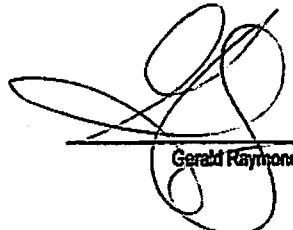
FORM 78 – Continued

List "E"
 Debts Due to the Bankrupt
 Fan Integrated Experiences Ltd.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Accounts Receivable	.	Accounts Receivable	0.00		01-Jan-2019	0.00	
		...		0.00				
				80,309.67				
				0.00				
			Total:	0.00			0.00	
				80,309.67				

30-Apr-2020

Date



Gerald Raymond Deiter

District of:
Division No. -
Court No.
Estate No.

FORM 78 - Continued

List 'F'

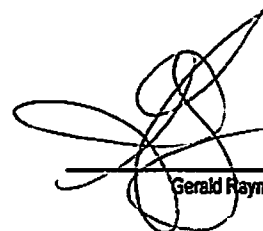
Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

Fan Integrated Experiences Ltd.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

30-Apr-2020

Date



Gerald Raymond Deffer

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 -- Continued

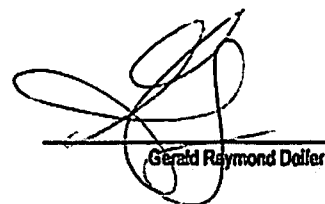
List "G"
 Real Property or Immovables Owned by Bankrupt

Fan Integrated Experiences Ltd.

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Total:			0.00		0.00

30-Apr-2020

Date



Gerald Raymond Doffer

District of:
 Division No. -
 Court No.
 Estate No.

FORM 78 – Concluded

List "H"
 Property

Fan Integrated Experiences Ltd.
 FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade		Merchandise	0.00	1,000.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other		Domains	0.00	1.00
		Software	0.00	1.00
		Trademarks	0.00	1.00
		Data: 350,000 Members	0.00	1.00
		Source Code	0.00	1.00
		Computers and Equipment	0.00	1,000.00
			Total:	2,005.00

30-Apr-2020

Date



Gerald Raymond Deifer

4646 Dufferin St, Suite 6
Toronto ON M3H 5S4
Phone: (416) 736-4357 Fax: (416) 649-7725

Dodick Lardau Inc. - Licensed Insolvency Trustee

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

In the matter of the bankruptcy of
Fan Integrated Experiences Ltd.
of the city of Toronto, in the Province of Ontario

Court No.
File No.

APPENDIX "2"

COURT FILE NO.: 31-2642560

ESTATE NO.: 31-2642560

FAN INTEGRATED EXPERIENCES LTD.

**MINUTES OF THE FIRST MEETING OF CREDITORS
(the "Meeting")**

DATE, TIME AND LOCATION

Date: May 21, 2020

Time: 11:00 a.m.

Location: By conference call

Chair: Rahn Dodick
Dodick Landau Inc. – Trustee in Bankruptcy (the "Trustee")

Secretary: Brenda McKnight – Dodick Landau Inc.

ATTENDANCE

All parties attending by conference call stated their names, an attendance sheet was created based on the responses of the individuals on the line and is attached as Exhibit "A".

QUORUM

The Chair established that a quorum existed.

CALL TO ORDER

The Chair discussed the changes in conducting a Meeting of Creditors. Due to the Covid-19 pandemic this meeting is being held via conference call for all parties.

REQUEST FOR ADJOURNMENT

1. The Chair informed all participants that a request for an adjournment of the Meeting of Creditors was received just prior to the scheduled time for the meeting. The adjournment was requested by Darren O'Keefe from Cox & Palmer LLP acting for the creditor Anthony Di Iorio. Several emails were exchanged but no resolution was achieved before the commencement of the meeting. Mr. Di Iorio did not have a valid claim as all information had not been provided, therefore he would not be able to vote on any issues arising during the meeting. The Trustee informed Mr. O'Keefe that the claim was deficient in advance of the start of the Meeting.

2. The Chair agreed to ask the proven creditors in attendance whether any opposed an adjournment. None of the creditors opposed an adjournment. As a result, the Trustee agreed to adjourn the Meeting to June 4, 2020 at 11 a.m.
3. The Trustee asked the creditors in attendance to consider whether they would be willing to act as an Inspector of the estate, and that there will be a vote at the reconvened Meeting of Creditors on June 4, 2020 to appoint the Inspectors.
4. The meeting was adjourned at 11:20 a.m.

MINUTES OF THE RECONVENED FIRST MEETING OF CREDITORS

June 4, 2020 at 11:00 a.m. by conference call
Rahn Dodick, Chair
Dodick Landau Inc. – Trustee in Bankruptcy (the “Trustee”)
Brenda McKnight – Dodick Landau Inc., Secretary

ATTENDANCE

All parties attending by conference call stated their names, an attendance sheet was created based on the responses of the individuals on the line and is attached as Exhibit “B”.

QUORUM

The Chair established that a quorum existed. A quorum allows the meeting to properly constitute business.

CALL TO ORDER

The Trustee stated that the last meeting (May 21, 2020) was adjourned on consent of all parties, this is a reconvened meeting and is a continuation of the first meeting of creditors.

The Trustee outlined how a vote is conducted.

SUBSTITUTION OF TRUSTEE

The Trustee informed all participants that it received notice this morning that Mr. Anthony Di Iorio, represented by his legal counsel Mr. Darren O’Keefe of Cox & Palmer LLP, wants to make a motion to substitute the trustee. The Trustee also received notice from Mr. Phil Clarke of Grant Thornton LLP in Halifax, Nova Scotia has consented to act as substitute trustee.

The Trustee asked the parties involved to outline the reasons for the substitution request. However, no reasons why the Trustee was unfit to act were provided.

The Trustee stated that he had consulted with legal counsel and with the Office of the Superintendent of Bankruptcy (“OSB”) in advance of the reconvened meeting to determine whether Mr. Di Iorio would be permitted to vote at the reconvened meeting. Both legal counsel and the OSB confirmed that if Mr. Di

lorio did not have a provable claim at the beginning of the first meeting of creditors which is required for voting purposes, and as this meeting is a reconvened first meeting of creditors, Mr. Di Iorio's claim, even though now properly filed, was not properly filed prior to the start of the first meeting of creditors. Therefore, Mr. Di Iorio cannot make a motion and cannot vote at the Reconvened Meeting. For that reason, the Trustee did not agree to table at the Reconvened Meeting the substitution motion by Mr. O'Keefe on behalf of Mr. Di Iorio.

Ms. Natalie Ochrym spoke and advised the Trustee that she would like to make that motion.

The Trustee agreed to table Ms. Ochrym's motion to substitute the Trustee. The Trustee outlined to the creditors that they must have three quarters in value (special resolution) of proven claims voting for substitution for the motion to pass.

The Trustee requested the vote of those eligible for voting purposes:

- Rohit Singh for Nextbee Media - vote AGAINST the substitution
- Walter Lalka - vote FOR the substitution
- Dan Phifer - vote AGAINST the substitution
- Natalie Ochrym - vote FOR the substitution

The Trustee calculated as follows:

- Total of all voting claims \$118,152.04
- Those FOR substitution \$47,124.99 or 40% of proven claims
- Those AGAINST Substitution \$71,027.05 or 60% of proven claims

Therefore, the motion for substitution was not passed.

INSPECTORS

The Trustee asked for nominations for the role of Inspector. Those nominated by proven creditors were:

- Darren O'Keefe
- Rohit Singh
- Dan Phifer
- Natalie Ochrym

The proven creditors voting in person, or as proxy, at the Meeting voted unanimously to appoint the above slate of Inspectors to the Inspectors' committee.

TRUSTEE'S PRELIMINARY REPORT

The Trustee's Preliminary Report was circulated to all proven creditors prior to the start time of the First Meeting of Creditors. The Trustee read the Preliminary Report at the Reconvened Meeting. A general conversation ensued on various matters of assets, values, security, books and records, etc. A copy of the report is attached as Exhibit "C".

AFFIRM APPOINTMENT OF TRUSTEE

The Chair asked for a motion to affirm the appointment of the Trustee. The motion was brought by Dan Phifer. Seconded by Rohit Singh. The Trustee asked if anyone opposes? Ms. Natalie Ochrym stated that she opposes. The Trustee stated that with an opposition a formal vote is required.

The Trustee calculated the vote as follows:

• Those FOR the appointment of the Trustee	
Rohit Singh – Nextbee Media	\$60,870.50
Dan Phifer	<u>\$10,155.55</u>
Total Claims	\$71,026.05
• Those AGAINST the appointment of the Trustee	
Natalie Ochrym	\$36,112.41
Walter Lalka	<u>\$11,012.58</u>
Total Claims	\$47,124.99

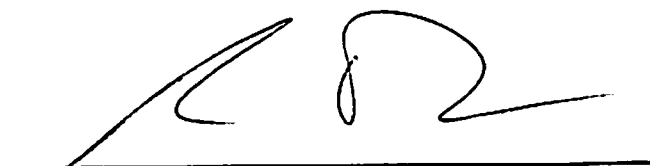
Nextbee Media and Dan Phifer affirm the appointment of the Trustee. The motion carries as more than 50% in value voted in favour of the motion.

CLOSING OF MEETING

The Trustee stated that an email would be circulated to Inspectors to schedule a Meeting of Inspectors.

The meeting was terminated at 12:05 p.m.

Dated at Toronto, Ontario this 19th day of June 2020.



Per: Rahn Dodick, Chair
 Dodick Landau Inc.
 Acting as Trustee in Bankruptcy of
 Fan Integrated Experiences Ltd.
 and not in its personal or corporate capacity.

EXHIBIT "A"

ATTENDANCE SHEET

IN THE MATTER OF THE BANKRUPTCY OF

FAN INTEGRATED EXPERIENCES LTD.

CLAIMS PRESENT OR REPRESENTED AT THE FIRST MEETING OF CREDITORS
HELD ON MAY 20, 2020 AT 11:00 A.M. BY CONFERENCE CALL

PRINT NAME	REPRESENTING	CLAIM AMOUNT
Dan Phifer		
Brenda McKnight	Dodick Landau Inc.	
Rahn Dodick	Dodick Landau Inc.	
(JERRY) Gerald Deifer		
NextBee (Rohit Singh)		
Natalie Ochrym		
Anthony Dilorio		
Naomi Lieberman	Dodick Landau Inc.	

Exhibit "A"

ATTENDANCE SHEET

IN THE MATTER OF THE BANKRUPTCY OF

FAN INTEGRATED EXPERIENCES LTD.

CLAIMS PRESENT OR REPRESENTED AT THE FIRST MEETING OF CREDITORS
HELD ON MAY 20, 2020 AT 11:00 A.M. BY CONFERENCE CALL

PRINT NAME	REPRESENTING	CLAIM AMOUNT
Darren O'Keefe	Lawyer for Anthony DiIorio.	
Brian Byrne		
Anke meswani	NextBee Media	

EXHIBIT "B"

ATTENDANCE SHEET

IN THE MATTER OF THE BANKRUPTCY OF

FAN INTEGRATED EXPERIENCES LTD.

CLAIMS PRESENT OR REPRESENTED AT THE RE-CONVENED FIRST MEETING OF CREDITORS
HELD ON JUNE 4, 2020 AT 11:00 A.M. BY CONFERENCE CALL

Substituted
FOR/AGAINST
Vote

PRINT NAME	REPRESENTING	CLAIM AMOUNT	
Brenda McKnight	Dodick Landau Inc.	—	
Rahn Dodick	Trustee	—	
Rohi + Singh NextBee		60871.50	AGAINST
Walter Lalka		11,012.58	FOR
Dan Phifer		10,155.55	AGAINST
Naomi Lieberman	Dodick Landau Inc.	—	
Natalie Ochrym.		36112.41	FOR
(Jerry) Gerald Deifer			

ATTENDANCE SHEET

IN THE MATTER OF THE BANKRUPTCY OF

FAN INTEGRATED EXPERIENCES LTD.

CLAIMS PRESENT OR REPRESENTED AT THE RE-CONVENED FIRST MEETING OF CREDITORS
HELD ON JUNE 4, 2020 AT 11:00 A.M. BY CONFERENCE CALL

PRINT NAME	REPRESENTING	CLAIM AMOUNT
Anthony Dilorio		162681 - <i>not valid for voting</i>
Darren D'Keefe	PROXY FOR ANTHONY DILORIO.	—
Phil	Grant Thornton	—
Caitlin Fell	Weisz Fell Kour LLP.	—

280833.04

motion not passed.

→ RD. calculated .
TLV 118152.04
TLV → AGAINST 71027.05 60%

EXHIBIT "C"

Division of: Ontario
Division No.: Toronto
Estate Number: 31-2642560
Court Number: 31-2642560

**IN THE MATTER OF THE BANKRUPTCY OF
FAN INTEGRATED EXPERIENCES LTD.
OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO**

**REPORT OF THE TRUSTEE'S PRELIMINARY ADMINISTRATION
OF THE ESTATE OF FAN INTEGRATED EXPERIENCES LTD.**

Company Background

1. Fan Integrated Experiences Ltd. ("FIE" or the "Company") is a technology company that created an IOS and Android APP ("FIE APP"). The FIE APP is a loyalty program to reward music fans, promote artists and labels, connect brands to fans and help artists/labels get to know their fans.
2. By May 1, 2020, the date of bankruptcy, the Company ceased operations suspending the FIE APP and terminating its employees.

Insolvency Proceeding

3. According to Mr. Jerry Deifer, FIE's financial difficulties were caused by various challenges encountered by the Company including:
 - a. FIE spent a significant amount of its start up capital on user acquisition as its plan was to quickly grow its user base and then pivot to more revenue generating features. Early userbase growth, while positive, also translated into higher than expected costs (e.g. loyalty point redemptions);
 - b. lower than expected revenue from ads and in-app purchases drained the Company's start up capital quicker than anticipated;
 - c. high monthly service fees which FIE was under contract to pay to a vendor which ultimately proved to be too expensive for the Company; and
 - d. while the Company had successful discussions with potential financiers in an effort to secure the further financing it required to continue its operations, the effects of COVID-19 resulted in all interested parties focusing on the preservation of capital and withdrew their financing offers rendering the Company unable to continue to operate.
4. On May 1, 2020, the Company filed an assignment in Bankruptcy and Dodick Landau Inc. was appointed as Trustee in Bankruptcy of the estate (the "Trustee").

5. Following its appointment, the Trustee distributed a Notice of Bankruptcy, a copy of the Statement of Affairs and a Proof of Claim form with instructions to all known creditors and shareholders, as well as placed a Notice of Bankruptcy ad in the Toronto Sun.

Assets

6. As the majority of the assets of the Company are intangible, it is not possible to adequately appraise the net realizable value of the Company's assets. The Statement of Affairs included inventory and other ancillary assets valued at approximately \$2,000.

Books and Records

7. The Trustee has received the books and records and is still in the process of reviewing them.

Conservatory and Protective Measures

8. The Trustee has taken the following conservatory measures since its appointment:
 - i. redirected all Company mail to the Trustee's office; and
 - ii. obtained administrative control of the FIE APP, related technology and social media handles.

Provable Claims

9. At the date of this report, the Trustee has received two proof of claims totalling approximately \$71,884.08.
10. The Statement of Affairs lists 28 unsecured creditors with potential provable claims totalling approximately \$310,000.

Secured Creditors

11. The Trustee is not aware of any secured creditors.

Anticipated Realizations and Projected Distribution

12. The Trustee intends to commence a sales process to sell the assets of the Company by tender over approximately 45-days beginning after the first meeting of creditors. Due to the intangible nature of the assets, and the current uncertain environment for new investment due to COVID-19, assuming a purchaser for the assets can be found, the Trustee is unable to estimate at this time what will be the net realizations from the sale of the assets and, if sold, whether there will be sufficient net realizations in the bankrupt Estate for distribution to the unsecured creditors.

Transfers at Undervalue and Preferential Payments

13. To date, the Trustee has not commenced a review of the Company's records in the Trustee's possession to determine if there are any potential transfers at undervalue or preferential transactions.

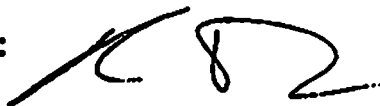
Third-Party Deposit

14. Prior to the commencement of the Bankruptcy proceeding, the Trustee obtained third-party deposits totalling \$15,000 from two shareholders as security for a portion of the costs of the Bankruptcy administration.

Dated at Toronto, Ontario, this 20th day of May, 2020.

DODICK LANDAU INC.
Trustee of the Estate of
Fan Integrated Experiences Ltd.
and not in its personal capacity.

Per:



Rahn Dodick CPA, CA, CIRP, LIT
President

APPENDIX "3"

Fwd: Fan Integrated Experiences Inc. [Important Notice]

Jerry Deifer <jdeiferjr@gmail.com>

Thu, May 21, 2020 at 12:05 PM

To: Rahn Dodick <rahn.dodick@dodick.ca>, Dan Phifer <dan.phifer@gmail.com>

Rahn. This is an email chain that details most of the back and forth regarding insolvency.

Sent from my iPhone

Begin forwarded message:

From: Dan Phifer <dphifer@fixmusicapp.com>

Date: April 15, 2020 at 9:13:14 AM EDT

To: Joe DeLonghi <joe@delviro.com>

Cc: Gerald Deifer <jdjr@fixmusicapp.com>, George D Crossman <crossman@beardwinter.com>, "anthony@decentral.ca" <anthony@decentral.ca>, "brianbyrnesings@gmail.com" <brianbyrnesings@gmail.com>, Elio-David Di Iorio <elio.diiorio@gmail.com>, "kevin.strain08@gmail.com" <kevin.strain08@gmail.com>, "natalie.ochrym@gmail.com" <natalie.ochrym@gmail.com>, "presnick@pinstripellc.com" <presnick@pinstripellc.com>, "dokeefe@coxandpalmer.com" <dokeefe@coxandpalmer.com>

Subject: Re: Fan Integrated Experiences Inc. [Important Notice]

Thanks Joe. This aligns with what we were told when we were looking into receivership (DIP loan, etc). Once someone pays to acquire the assets of the company, the fee would come from there, but we still needed to put up enough money to cover the fees in the event that we did not find a buyer or the purchase price didn't cover it.

It's not clear to me where the \$15,000 will come from. I'm willing to put something toward that, but I don't intend to acquire the assets because I would have no way to pay for operations going forward. If anyone is interested in acquiring the assets of the company and plans to make an offer of at least \$15,000, it would be a whole lot simpler for one person to put up the retainer.

If we can't do that, then I will again suggest we do pro rata shares to go through the process. Yes, I am well aware that shareholders are not obligated to do anything. However, in the interest of wrapping this up, we should consider it. If we don't, and it just sits, I'm not sure what happens (i.e. are we all still bound to the shareholders agreement and non-compete. I assume so.)

Darren -- you mentioned that you didn't think we would need to put up anything. If you can recommend a 3rd party trustee that will be willing to take this on without a retainer, a suggestion would be helpful.

Dan

On Tue, Apr 14, 2020 at 11:49 AM Joe DeLonghi <joe@delviro.com> wrote:

Guys,

On a further note to my last email, please see attached quotation to proceed with the bankruptcy. The FIX situation has been brought to several Trustee companies and because FIX has a very low value, at this time, a third party trustee, requires an upfront retainer of \$15,000 to proceed.

It's my opinion at this time, that the sale of the assets will likely not give a return greater than the retainer now requested.

Please give me your opinions on how everyone would like to proceed from here.

Thanks,

Joe

Joe DeLonghi | President
Delviro Energy | LED Energy Products
94 Brockport Drive | Toronto, ON | M9W 7J8
Office: (416) 502-3434 Ext. 201 | Mobile: (416) 417-9484

On Apr 14, 2020, at 10:12 AM, Gerald Deifer <jdjr@fixmusicapp.com> wrote:

Hi George.

All information including what you requested below has been put into a document vault. Joe is working on assigning a trustee to the company via an attorney. That process as proven before is a bit difficult because the LIT has to see the presumed value to be able to issue the secured debt on the company for their fee. None have seen that thusfar.

When your note came through two weeks ago, I assumed you were going to venture to get Anthony's shareholders loan issued by the court, given that the court is closed, we may have a difficult time for Anthony to be able to proceed with that route, should Anthony still plan that as a creditor. None the less I think what Darren and most of us have come to the conclusion that Bankruptcy is our forward process. We will be fully compliant and transparent with whomever the trustee that is assigned of course, and I'm assuming they will handle the sales process through bankruptcy as well.

As I stated before, I have no hopes of continuing on with FIX or any business similar following this. Given what I believe to be a very minimal value on the company today, I think it's going to be difficult to manage this process, specifically when and whom gets paid from whatever is purchased, and who will pay the trustee should no one bid on the assets. It's a heavy load even if someone got the assets for cheap they still have a heavy cash burn rate.

I do also want to point out that we have been hit by a global pandemic and I hope and wish well on all of you during these crazy times.

I'm around if anyone of you would like to speak or have any questions.

Thanks

Jerry

Sent from my iPhone

On Apr 14, 2020, at 9:35 AM, George D Crossman <crossman@beardwinter.com> wrote:

Dan,

As you may know, I am counsel for Anthony Di Iorio.

I am following up relative to your below e-mail to Darren O'Keefe dated March 24, 2020.

Would you please make available to all parties to this e-mail your list of the information that you have collected and let us know if you continue to hold

the Company's IP.

Thank you very much.

George

George D Crossman | Partner
 crossman@beardwinter.com
 Direct Line: 416.306.1700 | Direct Fax: 416.593.7760
[<imagec674fa.GIF>](#)

BEARD WINTER LLP | LAWYERS
 130 Adelaide Street West, 7th Floor
 Toronto, Ontario M5H 2K4
 Main: 416.593.5555 | Fax: 416.593.7760 | www.beardwinter.com

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----- Forwarded message -----

From: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Date: Tue, Mar 24, 2020 at 8:06 PM

Subject: Re: Fan Integrated Experiences Inc. [Important Notice]

To: Dan Phifer <dphifer@fixmusicapp.com>

Cc: Jerry Deifer <jdjr@fixmusicapp.com>, George Crossman <crossman@beardwinter.com>, Anthony Di Iorio <Anthony@decentral.ca>, Brian Byrne <brianbyrnesings@gmail.com>, Elio-David Di Iorio <elio.diiorio@gmail.com>, Joe DeLonghi <joe@delviro.com>, Kevin Strain <kevin.strain08@gmail.com>, Natalie Ochrym <natalie.ochrym@gmail.com>, Peter Resnick <presnick@pinstripellc.com>

<Anthony@decentral.ca>, Brian Byrne <brianbyrnesings@gmail.com>, Elio-David Di Iorio <elio.diiorio@gmail.com>, Joe DeLonghi <joe@delviro.com>, Kevin Strain <kevin.strain08@gmail.com>, Natalie Ochrym <natalie.ochrym@gmail.com>, Peter Resnick <presnick@pinstripellc.com>

<brianbyrnesings@gmail.com>, Elio-David Di Iorio <elio.diiorio@gmail.com>, Joe DeLonghi <joe@delviro.com>, Kevin Strain <kevin.strain08@gmail.com>, Natalie Ochrym <natalie.ochrym@gmail.com>, Peter Resnick <presnick@pinstripellc.com>

<elio.diiorio@gmail.com>, Joe DeLonghi <joe@delviro.com>, Kevin Strain <kevin.strain08@gmail.com>, Natalie Ochrym <natalie.ochrym@gmail.com>, Peter Resnick <presnick@pinstripellc.com>

<kevin.strain08@gmail.com>, Natalie Ochrym <natalie.ochrym@gmail.com>, Peter Resnick <presnick@pinstripellc.com>

<natalie.ochrym@gmail.com>, Peter Resnick <presnick@pinstripellc.com>

<presnick@pinstripellc.com>

Thanks Dan.

Darren O'Keefe
 Partner | Board Director
 Cox & Palmer
 P: 709 570 5509
 W: www.coxandpalmer.com

On Mar 24, 2020, at 9:29 PM, Dan Phifer
 <dphifer@fixmusicapp.com> wrote:

**WARNING - This Message originated outside your organization.
 Please be cautious when opening attachments or clicking on
 links.**

Noted, although please be aware that

1. I will work to secure as much of the electronic information as possible, but any information that is currently stored by 3rd party providers that have not been paid may be at risk. I will compile a list of information that I have collected as soon as possible.
2. I already resigned on March 4th as both CTO and a board member, as I'm sure your client has communicated to you. Jerry's resignation this morning means Joe DeLonghi is the sole board member. This leaves me as an awkward choice for holding the company's IP for any extended period of time.

I sincerely hope we can move to quickly resolve this matter through a less combative process.

Dan

On Tue, Mar 24, 2020 at 5:42 PM O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com> wrote:

Dan,

Following up on your email below.

Two important things to note:

1. With respect to the shutdown activities you reference, I would strongly suggest that you save all electronic files, including databases, caching services, Stripe, Plaid, emails, source code, data, and related electronic information, and all other intellectual property in your possession, custody or control to a secure hard drive. It would be inappropriate at this stage to deliver these assets to Mr. Deifer (who has apparently resigned) or Mr. DeLonghi, who has expressed an interest in purchasing these assets for value. A more detailed list of the types and classes of electronic assets that you should preserve can be provided over the coming days. Further, we will contact the group tomorrow setting out a suggested escrow process to hold these assets pending a decision on whether the Company should be petitioned into bankruptcy, or have a receiver appointed.

2. Secondly, as a notice to all copied on this email, given the Company has admitted its insolvent status - it is imperative that all company

assets are secured. This includes all emails, documents, contracts, all messages from electronic platforms, and all other electronic files, including those above. If you have custody, access or control of these assets it is important you comply with this request. We would suggest that each of the persons copied on this email take all necessary steps to ensure the company documents and records are preserved pending a more fulsome discussion as to how the parties will proceed with winding up the company's affairs in the coming days.

Thank you, and please govern yourselves accordingly.

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738
7999 Web coxandpalmerlaw.com
Address Suite 1100 Scotia Centre 235 Water Street St.
John's NL A1C 1B6

From: Dan Phifer [mailto:dphifer@fixmusicapp.com]
Sent: Tuesday, March 24, 2020 12:21 PM
To: Jerry Deifer
Cc: George Crossman; Anthony Di Iorio; Brian Byrne; O'Keefe, Darren (St. John's); Elio-David Di Iorio; Joe DeLonghi; Kevin Strain; Natalie Ochrym; Peter Resnick
Subject: Re: Service Suspended indefinitely

WARNING - This Message originated outside your organization. Please be cautious when opening attachments or clicking on links.

All,
This is really unfortunate. I was hopeful that FIX would be able to go through the CCAA process and someone (an existing shareholder or 3rd party) would be able to pick up where we left off. Now that the app is down, I don't know if that's possible.

I'm assuming there will be a number of shutdown activities that I will need to help with. I'm willing to help with that, at Jerry's direction (and/or Joe's), for the next week or two. At the very least, the services that are still working (even if unpaid) should probably be turned off (databases, caching services, Stripe, Plaid, @fixmusicapp.com email service, etc).

Additionally, the app no longer functions, so it should be removed from the app stores.

At the moment, I have not started a new role, but I expect to do that very soon. After that, I will be less available to help with whatever needs to be done from a tech/IP perspective. I don't know who will be responsible for holding any of the source code, data, and related electronic info. Jerry/Joe, please let me know and I will make sure everything is transferred.

Dan

On Mon, Mar 23, 2020 at 11:20 AM Jerry Deifer <jdjr@fixmusicapp.com> wrote:

Hello All,

Unfortunately our product has been pulled by our service providers ..

Next Bee with whom is a big part of our platform was very patient with us and Friday finally past their point of no return. They said they will be going after collections of the unpaid invoices etc..

I will be informing our community of the suspension in a public post in the next hour or so.

Furthermore, I have not heard back from all of you regarding the various efforts Dan and I put forward trying to revive the company. During this insane time of the world, all possible funding conversions have all but fell apart or paused for the foreseeable future.

Thanks,

--

Jerry Deifer

Music Rewards | FIX

CEO

112 Adelaide St. E. Toronto, ON M5C 1K9

C: 6104621787 | E: jdjr@fixmusicapp.com

www.musicrewards.com | www.fixmusicapp.com

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Fwd: Fan Integrated Experiences Ltd. -- Estate No. 31-2642560 [URGENT NOTICE]

Brenda McKnight <brenda.mcknight@dodick.ca>
To: Rahn Dodick <rahn.dodick@dodick.ca>

Thu, May 21, 2020 at 10:35 AM

----- Forwarded message -----

From: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
Date: Thu, May 21, 2020 at 10:30 AM
Subject: Re: Fan Integrated Experiences Ltd. -- Estate No. 31-2642560 [URGENT NOTICE]
To: brenda.mcknight@dodick.ca <brenda.mcknight@dodick.ca>
Cc: Anthony Di Iorio (anthony@decentral.ca) <anthony@decentral.ca>

URGENT NOTICE

Ms. McKnight:

Please see the attached Form 31, 36, and our letter seeking a 10 day postponement pursuant to section 102(1.1.) of the *Bankruptcy and Insolvency Act*. As you know from the Statement of Affairs, Mr. Di Iorio is the single largest creditor of the Estate.

We would ask that you kindly confirm receipt.

Regards,

Darren


Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

[Click to visit our Cox & Palmer COVID-19 Resource Centre](#)

3 attachments

 **Dodick Landau (CP) 21'May'20.pdf**
439K

 **Form 36 Fix Proxy.pdf**
1438K

Dodick Landau Inc.
 4646 Dufferin St., Suite 6
 Toronto, Ontario, M3H 5S4
 Attn: Brenda McKnight
 Email: brenda.mcknight@dodick.ca
 Fax: 416 649 7725

May 21, 2020

Ms. McKnight:

**Re: Fan Integrated Experiences Ltd. (the "Company")
 Estate No.: 31-2642560**

Please find enclosed the requisite forms 31 and 36 presented on behalf of Anthony Di Iorio, a creditor of the Company. As noted in the Statement of Affairs of the Company presented by your firm April 30th, Mr. Di Iorio is the largest single creditor of the Estate.

Please accept these forms, and the attached letter with our request the creditors meeting scheduled for today, May 21st, 2020 at 10:00 EST be postponed for a period of ten (10) days so that Mr. Di Iorio may review the Statement of Affairs, and his outstanding debt position, in more detail. Due to the Covid-19 pandemic and other matters, Mr. Di Iorio has not been able to attend to this matter and retain counsel as expeditiously as he would have otherwise preferred.

We refer you to Section 102(1.1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985:

- (1.1) The official receiver in the locality of the bankrupt may extend the period during which the first meeting of creditors must be held:
- (a) by ten days, or
 - (b) where the official receiver is satisfied that special circumstances exist, by up to thirty days,
- where the official receiver is satisfied that the extension will not be detrimental to the creditors and is in the general interests of the administration of the estate.

At this juncture we can advise you that Mr. Di Iorio is of the view the Statement of Affairs contains serious and misleading errors, and also, that the bankruptcy has been undertaken for an improper purpose and without the necessary corporate authority of the Company.

Should you proceed with the meeting today or take any further steps with respect to advancing this improper bankruptcy, our client will hold both the directors (or former directors) of the Company who are instructing your firm, and your firm, directly accountable.

Yours very truly,



Darren D. O'Keefe | Partner

Direct 709 570 5509 Main 709 738 7800 Fax 709 738 7999 Email dokeefe@coxandpalmer.com
 Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

Dodick Landau Inc.
 4846 Dufferin St., Suite 6
 Toronto ON M3H 5S4
 Phone: (416) 645-0542 Fax: (416) 649-7725
 E-mail: brenda.mcknight@dodick.ca

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2642560
 Estate No. 31-2642560

FORM 31
 Proof of Claim
 (Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
 and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the matter of the bankruptcy of
 Fan Integrated Experiences Ltd.
 of the city of Toronto, in the Province of Ontario

All notices or correspondence regarding this claim must be forwarded to the following address:

c/o Darren O'Keefe, Suite 1100, 235 Water Street, St. John's, Newfoundland and Labrador

Email: dokeefe@coxandpalmer.com Fax: 709 738 7999

In the matter of the bankruptcy of Fan Integrated Experiences Ltd. of the city of Toronto in the Province of Ontario and the claim of
Anthony Di Iorio, creditor.

I, Anthony Di Iorio (name of creditor or representative of the creditor), of the city of Toronto in the
 province of Ontario, do hereby certify:

1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____
 creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 30th day of April 2020, and still is, indebted to the creditor in the sum of
 \$ 174,360.00, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any
 counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in
 support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ 174,360.00

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
 (Check appropriate description.)

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ _____, I do not claim a right to a priority.
 (Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
 (Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
 (Give full particulars of the security, including the date on which the security was given and the value at which you assess the security,
 and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
 (Attach a copy of sales agreement and delivery receipts.)

FORM 31 — Concluded

- E. CLAIM BY WAGE EARNER OF \$ _____
- That I hereby make a claim under subsection 61.3(8) of the Act in the amount of \$ _____
- That I hereby make a claim under subsection 61.4(8) of the Act in the amount of \$ _____
- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
- That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____
- That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____
- G. CLAIM AGAINST DIRECTOR \$ _____
- (To be completed when a proposal provides for the compromise of claims against directors.)*
- That I hereby make a claim under subsection 90(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)
- H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____
- That I hereby make a claim as a customer for net equity as contemplated by section 282 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I, am not *(am/not)* (or the above-named creditor is not is not *(is/is not)*) related to the debtor within the meaning of section 4 of the Act, and have not *(have/has)* not *(has/not)* dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: *(Provide details of payments, credits and transfers at undervalue.)*

7. *(Applicable only in the case of the bankruptcy of an individual.)*

Whenever the trustee reviews the financial situation of a bankrupt to re-determine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Toronto, Ontario, this 21st day of May, 2020

[Signature]
Witness

[Signature]
Anthony Di Iorio

Phone Number: 709.570.5509 Creditor, c/o Cox & Palmer
Fax Number: 709.738.7999
E-mail Address: dolke@coxandpalmer.com

NOTE

If an affidavit is attached, I must have been made before a person qualified to take affidavits.

A trustee may, pursuant to subsection 170(2) of the Act, reduce a security so proposed to the secured creditor of an estate or the value of the security so proposed, in a period of security, by the secured creditor.

Subsection 2(1) of the Act provides certain protection for making any claim, credit, declaration or statement of account.

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2642560
Estate No. 31-2642560

FORM 36

Proxy

(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the matter of the bankruptcy of
Fan Integrated Experiences Ltd.
of the city of Toronto, in the Province of Ontario

I, Anthony Di Iorio, of Toronto, Ontario, a creditor in the above matter, hereby
appoint Darren D. O'Keefe, of St. John's Newfoundland, to be
my proxyholder in the above matter, except as to the receipt of dividends, with _____ (with or without)
power to appoint another proxyholder in his or her place.

Dated at Toronto, Ontario, this 21 day of May, 2020

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per

Name and Title of Signing Officer

Return To:

Dodick Landau Inc. - Licensed Insolvency Trustee

4646 Dufferin St., Suite 6
Toronto ON M3H 5S4
Phone: (416) 645-0542 Fax: (416) 649-7725
E-mail: brenda.mcknight@dodick.ca

Fwd: Re: Fan Integrated Experiences Ltd. -- Estate No. 31-2642560 [URGENT NOTICE]

Brenda McKnight <brenda.mcknight@dodick.ca>
To: Rahn Dodick <rahn.dodick@dodick.ca>

Thu, May 21, 2020 at 10:47 AM

----- Forwarded message -----

From: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
Date: Thu, May 21, 2020 at 10:45 AM
Subject: RE: Re: Fan Integrated Experiences Ltd. -- Estate No. 31-2642560 [URGENT NOTICE]
To: brenda.mcknight@dodick.ca <brenda.mcknight@dodick.ca>
Cc: Anthony Di Iorio (anthony@decentral.ca) <anthony@decentral.ca>

Ms. McKnight:

For the meeting of creditors today, I would also direct your attention to the form of Omnibus Order that was issued in the Ontario Superior Court by Chief Justice Morawetz on April 27th concerning the extension of time periods under the BIA.

I attach hereto the form of Order used in Newfoundland and Labrador (the Ontario form is identical), which provides, as follows:

"THIS COURT ORDERS that the time for the holding of the meeting of creditors that is to take place during the Period of the Emergency, as provided by section 102 of the BIA, is to be extended by the time of the Suspension Period."

The "Suspension Period" is from April 27th, 2020 to June 30th, 2020.

Therefore, we expect that you will extend the date for the meeting of creditors as requested.

Regards,
Darren

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

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DODICK LANDAU

Rahn Dodick <rahn.dodick@dodick.ca>

Fwd: Re: Fan Integrated Experiences Ltd. -- Estate No. 31-2642560 [URGENT NOTICE]

Rahn Dodick <rahn.dodick@dodick.ca>
To: dokeefe@coxandpalmer.com

Thu, May 21, 2020 at 10:59 AM

Mr. O'keefe,

We are aware of the order you refer to. The guidance provided by the OSB is that we may extend the time for having the meeting but are not required to. In addition, the OSB accepted our date for the meeting of creditors at the time of filing.

Regards,
Rahn

Rahn Dodick, CPA, CA, CIRP, LIT | President

Dodick & Associates Inc. and Dodick Landau Inc.
4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4
Phone: [416 645 0552](tel:4166450552) | Mobile: [416 520 6455](tel:4165206455) | Fax: [416 649 7725](tel:4166497725)

rahn.dodick@dodick.ca
www.dodick.ca



[Quoted text hidden]

 **BIA omnibus - draft order (Final) NL (3).pdf**
384K

Fwd: Fan Integrated Experiences Ltd. -- Estate No. 31-2642560 [URGENT NOTICE]

Rahn Dodick <rahn.dodick@dodick.ca>
To: dokeefe@coxandpalmer.com
Cc: Brenda McKnight <brenda.mcknight@dodick.ca>

Thu, May 21, 2020 at 10:57 AM

Mr. O'Keefe,

We received your email below at 10:35am Toronto time. I just left you a voicemail message. Below is the call in information to attend the meeting of creditors by phone should you or your client wish to attend.

In terms of your request for an adjournment, as Chair of the meeting I am indifferent as to whether there is an adjournment, however, the creditors will need to vote on that adjournment at the meeting. I will ask the creditors at the meeting whether they wish to adjourn the meeting and ask for a vote. I encourage you to attend the meeting as your clients proxy and explain to the creditors your reasons for an adjournment. As far as your client voting on the adjournment, he may if he can fix his claim and attach proof to it. The claim we received in your email does not include a schedule A with proof of your clients claim. Please send to us the Schedule A.

If you are unable to attend the meeting I will try and reach you later today to discuss your clients concerns.

Regards,
Rahn

The call in information is:

Telephone 1-416-933-9440

Conference ID is 5850971#

Rahn Dodick, CPA, CA, CIRP, LIT | President




Dodick & Associates Inc. and Dodick Landau Inc.
4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4
Phone: [416 645 0552](tel:4166450552) | Mobile: [416 520 6455](tel:4165206455) | Fax: [416 649 7725](tel:4166497725)

rahn.dodick@dodick.ca
www.dodick.ca



[Quoted text hidden]

3 attachments

-  **Dodick Landau (CP) 21'May'20.pdf**
439K
-  **Form 36 Fix Proxy.pdf**
1438K
-  **Form 31 Proof of Claim.pdf**
2557K

Fwd: FAN Integrated Experience Ltd. - FMC

Brenda McKnight <brenda.mcknight@dodick.ca>
To: Rahn Dodick <rahn.dodick@dodick.ca>

Thu, Jun 4, 2020 at 9:00 AM

Here is what you were expecting!!

----- Forwarded message -----

From: **Clarke, Phil** <Phil.Clarke@ca.gt.com>
Date: Thu, Jun 4, 2020 at 8:19 AM
Subject: FAN Integrated Experience Ltd. - FMC
To: brenda.mcknight@dodick.ca <brenda.mcknight@dodick.ca>
Cc: Darren D. O'Keefe (dokeefe@coxandpalmer.com) <dokeefe@coxandpalmer.com>

Brenda:

I understand that the Fan Integrated Experience first meeting of creditors is set for today at 11am EST. It is my understanding that the creditor Anthony Di Iorio, via proxy holder Darren O'Keefe may nominate Grant Thornton Limited as substituted Trustee when the motion to approve, or substitute, the Trustee happens on the agenda.

I just wanted to let you, or whomever is chairing the meeting, be aware in advance that this is a possibility as a professional courtesy.

Mr. O'Keefe, copied here, can advise you further on the matter.

Cheers,

Phil Clarke, KStJ, CPA, CA, CIRP, LIT | Partner

Grant Thornton LLP

Nova Centre, North Tower | Suite 1000 - 1675 Grafton Street | Halifax | NS | B3J 0E9

T +1 902 420 7191 | F +1 902 420 1068 | Cell +1 902 293 9119

E Phil.Clarke@ca.gt.com | W <http://www.grantthornton.ca/>



Grant Thornton

An instinct for growth

Great
Place
To
Work.

Best Workplaces™
1000+ Employees
CANADA 2019

Grant Thornton LLP is proud to be recognized as one of Canada's best workplaces for our twelfth consecutive year!

Please note we have closed our offices until further notice to ensure the well being and safety of our people and our clients. During this time, we remain committed to working with you remotely to ensure your needs are met, and will be available via email and telephone. We are also committed to working with you and providing guidance on strategies to help you manage your business' response to COVID-19. We have launched a COVID-19 hub with insights and resources and will be introducing additional insights as they become available.

Disclaimer: This email is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of this email by persons or entities other than the addressee is prohibited. If you have received this email in error, please contact the sender immediately and delete the material from any computer.

District of Ontario
Division No. 09-Toronto
Court No. 31-2642560
Estate No. 31-2642560

**IN THE SUPERIOR COURT OF JUSTICE IN ONTARIO
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF THE BANKRUPTCY OF

FAN INTEGRATED EXPERIENCES LTD.

CONSENT TO ACT

Grant Thornton Limited hereby consents to act as Trustee of the Estate of Fan Integrated Experiences Ltd. if so approved by motion by the creditors.

DATED at Halifax, Nova Scotia, this 4th day of June, 2020

GRANT THORTON LIMITED

Per: Phil Clarke, CPA, CA, CIRP, LIT
Senior Vice President

FAN Integrated Experience

8 messages

Caitlin Fell <cfell@wfkaw.ca>
 To: "dokeefe@coxandpalmer.com" <dokeefe@coxandpalmer.com>
 Cc: Rahn Dodick <rahn.dodick@dodick.ca>

Thu, Jun 4, 2020 at 9:15 AM

Hi Darren

I just left you a voicemail. Can you please call me. There is no need to replace the trustee. I can assure you he is completely independent and will review and work with the creditors, including Anthony, as to any issues. Putting in GT is only going to increase costs and is unnecessary. Please give me a ring when you can.

Caitlin Fell
 Partner | Welsz Fell Kour
 LLP
 T | 416.613.8282
 C | [416.258.5843](tel:416-258-5843)
 F | 416.613.8290
 E | cfell@wfkaw.ca



O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
 To: Caitlin Fell <cfell@wfkaw.ca>
 Cc: Rahn Dodick <rahn.dodick@dodick.ca>

Thu, Jun 4, 2020 at 9:21 AM

Hi Caitlin,

Thank you for your email. I will be on back to back calls right up until the FMC so I wanted to reply by email in the meantime. If I get a minute in between I'll give you a call.

We do not wish to cast any aspersions on Mr. Dodick or his firm and are not making any comment with respect to his independence or professionalism. However, our experience to date with this file has been less than satisfactory and it is our intention to have the Trustee replaced with Grant Thornton. We do not agree with your comment concerning increased costs.

Regards,
 Darren

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

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From: Caitlin Fell [mailto:cfell@wfkaw.ca]
Sent: Thursday, June 4, 2020 10:45 AM
To: O'Keefe, Darren (St. John's)
Cc: Rahn Dodick
Subject: FAN Integrated Experience

WARNING - This Message originated outside your organization. Please be cautious when opening attachments or clicking on links.

[Quoted text hidden]

Caitlin Fell <cfell@wfkaw.ca>
 To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>
 Cc: Rahn Dodick <rahn.dodick@dodick.ca>

Thu, Jun 4, 2020 at 9:22 AM

Thanks Darren

Can you advise what has been less than satisfactory? Also having used both GT and Dodick Landau I can assure you there is going to be a substantial difference.

[Quoted text hidden]

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
 To: Caitlin Fell <cfell@wklaw.ca>
 Cc: Rahn Dodick <rahn.dodick@dodick.ca>

Thu, Jun 4, 2020 at 11:00 AM

Caitlin,

I have been notified by Grant Thornton that your client is going to attempt to block our right to vote at the creditors meeting alleging a defect in our proof of claim. They attempted the same strategy at the last meeting.

Please be advised that any such attempt by the Trustee will be deemed, in our view, an act of bad faith and we will reserve our right to pursue the Trustee personally on that issue.

I currently have one of my clerks preparing a motion for the Ontario Superior Court. Messrs. Torkin Mannes will be retained as local counsel. Kindly confirm your ability to accept service on behalf of Rahn Dodick.

[Quoted text hidden]

Caitlin Fell <cfell@wklaw.ca>
 To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>
 Cc: Rahn Dodick <rahn.dodick@dodick.ca>

Thu, Jun 4, 2020 at 11:03 AM

Thanks Darren

This is not an act of bad faith, rather the trustee acting in compliance with the *Bankruptcy and Insolvency Act*. In addition, the Superintendent of Bankruptcy has confirmed the appropriateness of this step.

Best,

Caitlin

[Quoted text hidden]

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
 To: Caitlin Fell <cfell@wklaw.ca>
 Cc: Rahn Dodick <rahn.dodick@dodick.ca>

Thu, Jun 4, 2020 at 11:03 AM

Let's see how it goes then.

[Quoted text hidden]

Caitlin Fell <cfell@wklaw.ca>
 To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>
 Cc: Rahn Dodick <rahn.dodick@dodick.ca>

Thu, Jun 4, 2020 at 11:05 AM

Also, since you are likely not aware of Ontario procedures in a bankruptcy, I would suggest you retain local insolvency counsel.

[Quoted text hidden]

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
 To: Caitlin Fell <cfell@wklaw.ca>
 Cc: Rahn Dodick <rahn.dodick@dodick.ca>

Thu, Jun 4, 2020 at 11:14 AM

As previously noted, we will retain Torkin Mannes, as required.

[Quoted text hidden]

**DODICK
LANDAU**

Rahn Dodick <rahn.dodick@dodick.ca>

Fwd: Re: Fan Integrated Experiences Ltd. -- Estate No. 31-2642560 [URGENT NOTICE]

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
To: Rahn Dodick <rahn.dodick@dodick.ca>

Wed, Jun 3, 2020 at 12:50 PM

Mr. Dodick:

I'm following up on my email from late yesterday evening and requesting the conference call particulars for the meeting of creditors scheduled for June 4th.

Please provide this as soon as possible.

Regards,

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com

On May 21, 2020, at 12:30 PM, Rahn Dodick <rahn.dodick@dodick.ca> wrote:

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[Quoted text hidden]

This message (including any attachments) is CONFIDENTIAL and may be PRIVILEGED. If you are not an intended recipient you are hereby notified that any distribution, copying or use by you of this information is strictly prohibited. If you have received this message in error please immediately notify the sender and delete all copies of this information from your system. // L'information contenue dans le présent courriel (y compris les pièces jointes, le cas échéant) est CONFIDENTIELLE et peut être PRIVILÉGIÉE. Si vous n'êtes pas le destinataire prévu, vous êtes par la présente avisé(e) que toute diffusion, copie ou utilisation de ladite information est strictement interdite. Si vous avez reçu cette communication par erreur, veuillez nous en aviser immédiatement en répondant à l'expéditeur et effacer de votre ordinateur toute trace de cette information.

<BIA omnibus - draft order (Final) NL (3).pdf>

Fwd: Re: Fan Integrated Experiences Ltd. -- Estate No. 31-2642560 [URGENT NOTICE]

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Thu, Jun 4, 2020 at 1:41 PM

To: Rahn Dodick <rahn.dodick@dodick.ca>, "Caitlin Fell (cfell@wfkaw.ca)" <cfell@wfkaw.ca>

Cc: Brenda McKnight <brenda.mcknight@dodick.ca>

Mr. Dodick:

I'm writing to confirm a point from our just concluded First Meeting Creditors (FMC).

You indicated during the meeting today that you were denying Anthony Di lorio the right to vote at the FMC due to the fact that his proof of claim filed on May 21st was defective. On May 21st you informed us that the defect in question was that he did not attach copies of his promissory notes evidencing his unsecured debt. This is despite the fact that the statement of affairs signed by Gerald Deifer on April 30th acknowledges this debt.

On May 21st, we asked that the FMC be postponed so that we could properly get instructions from Mr. Di lorio and file a revised proof of claim attaching his security. We did this on June 3rd. Despite that, at the meeting convened today, you again rejected our clients attempt to vote on the basis that his proof of claim filed on May 21st was defective. This approach is inconsistent with our recollection of the discussion we had on May 21st, where we indicated that we would file a revised proof of claim prior to June 4th and you accepted that approach. You indicated today that you confirmed your decision to reject our clients right to vote at the FMC with the Office of the Superintendent for Bankruptcy. We have not received any formal disallowance of our clients proof of claim under s.135(3) of the BIA.

Our objections on your decision were noted at the FMC today.

Notwithstanding our objections, we would ask that you confirm/provide the following as soon as possible:

1. That you have now accepted our clients proof of claim as filed on June 3rd, and that you accept that he will be able to vote, either directly or through his proxy, at the next meeting of creditors. We believe you confirmed this at the meeting, but to be clear we require your written confirmation. If you are continuing to reject Mr. Di lorio's proof of claim, please provide your formal disallowance under s.135(3).

2. Please provide copies of the following:

- a. All proofs of claim filed in this Estate;
- b. The date and time these proofs of claim were provided to you, and the manner by which they were provided (in person, email, facsimile or otherwise);

- c. Dates on which the directors/employees of the company including Gerald Deifer and Daniel Phifer were allegedly terminated or resigned;
- d. Minutes/notes from the May 21st teleconference; and
- e. Minutes from the June 4th meeting, when available.

Regards,
Darren

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

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From: Rahn Dodick [<mailto:rahn.dodick@dodick.ca>]

Sent: Wednesday, June 3, 2020 2:53 PM

To: O'Keefe, Darren (St. John's)

Cc: Brenda McKnight

Subject: Re: Fan Integrated Experiences Ltd. -- Estate No. 31-2642560 [URGENT NOTICE]

WARNING - This Message originated outside your organization. Please be cautious when opening attachments or clicking on links.

[Quoted text hidden]

[Quoted text hidden]

Fwd: Re: Fan Integrated Experiences Ltd. -- Estate No. 31-2642560 [URGENT NOTICE]

Caitlin Fell <cfell@wfkaw.ca>

Fri, Jun 5, 2020 at 1:48 PM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>, Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Brenda McKnight <brenda.mcknight@dodick.ca>

Darren

You will be receiving a letter in response.

**Caitlin Fell**Partner | Weisz Fell Kour
LLP

T | 416.613.8282

C | [416.258.5843](tel:416.258.5843)

F | 416.613.8290

E | cfell@wfkaw.ca

From: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>**Sent:** Friday, June 5, 2020 1:47 PM**To:** Rahn Dodick <rahn.dodick@dodick.ca>; Caitlin Fell <cfell@wfkaw.ca>**Cc:** Brenda McKnight <brenda.mcknight@dodick.ca>

[Quoted text hidden]

[Quoted text hidden]

1. That you have now accepted our clients proof of claim as filed on June 3rd, and that you accept that he will be able to vote, either directly or through his proxy, at the next meeting of creditors. We believe you confirmed this at the meeting, but to be clear we require your written confirmation. If you are continuing to reject Mr. Di Iorio's proof of claim, please provide your formal disallowance under s.135(3).

2. Please provide copies of the following:

- a. All proofs of claim filed in this Estate;
- b. The date and time these proofs of claim were provided to you, and the manner by which they were provided (in person, email, facsimile or otherwise);
- c. Dates on which the directors/employees of the company including Gerald Deifer and Daniel Phifer were allegedly terminated or resigned;
- d. Minutes/notes from the May 21st teleconference; and

[Quoted text hidden]

[Quoted text hidden]

Fwd: Re: Fan Integrated Experiences Ltd. -- Estate No. 31-2642560 [URGENT NOTICE]

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
To: Caitlin Fell <cfell@wfkaw.ca>, Rahn Dodick <rahn.dodick@dodick.ca>
Cc: Brenda McKnight <brenda.mcknight@dodick.ca>

Fri, Jun 5, 2020 at 2:18 PM

Ms. Fell,

I was copying you as a courtesy. As an officer of the Court your client has an obligation to respond directly on the issue of the proof of claim. According to what the Trustee told us yesterday, he was able to receive and approve several proofs of claim for the purpose of voting at the first meeting of creditors both prior to May 21st, and again, prior to June 4th in a very short time frame (less than 24 hours). There should be no reason to delay in accepting our clients proof of claim that was filed on June 3rd, unless that delay is part of a deliberate attempt to frustrate our clients claim and ability to meaningfully participate in the insolvency process.

We are looking for a reply from the Trustee with respect to his decision on our clients proof of claim. The other matters can wait until next week.

Also, we maintain the position that your firm, as counsel to both the Debtor and the Trustee, is in an inherent conflict of interest in dealing with this file and with our client as a creditor. Our client has serious concerns about the propriety of Mr. Deifer's actions, and that of the other former directors and employees in making the voluntary assignment. They intend to seek an investigation of this issue through the Trustee. It is our position that the company was voluntarily placed into bankruptcy by Mr. Deifer when he had no authority, ostensible or otherwise, to do so. He was not a director of the Company at the time the voluntary assignment was filed, he resigned on March 24th after he contacted your office for counsel. This fact was known, or ought to have been known to the Trustee, whether through you as the parties mutual legal counsel, or otherwise. There are serious issues of bona fides and good faith to be addressed as it relates to Mr. Deifer's actions.

We will provide further more detailed correspondence on the above issues in due course. In the meantime, however, we are asking the Trustee to fulfill his statutory duty and process our clients proof of claim.

Regards,
Darren

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

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From: Caitlin Fell [mailto:cfell@wfkllaw.ca]
Sent: Friday, June 5, 2020 3:18 PM
To: O'Keefe, Darren (St. John's); Rahn Dodick
Cc: Brenda McKnight
Subject: RE: Fan Integrated Experiences Ltd. -- Estate No. 31-2642560 [URGENT NOTICE]

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[Quoted text hidden]

**DODICK
LANDAU**

Rahn Dodick <rahn.dodick@dodick.ca>

Fwd: Re: Fan Integrated Experiences Ltd. -- Estate No. 31-2642560 [URGENT NOTICE]

Caitlin Fell <cfell@wfkaw.ca>

Fri, Jun 5, 2020 at 3:01 PM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>, Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Brenda McKnight <brenda.mcknight@dodick.ca>

Darren, in accordance with your professional obligations please ensure I am copied on correspondence to the trustee.

Thank you.

[Quoted text hidden]

Fwd: Re: Fan Integrated Experiences Ltd. -- Estate No. 31-2642560 [URGENT NOTICE]

Fri, Jun 5, 2020

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

To: Caitlin Fell <cfell@wfkaw.ca>

Cc: Rahn Dodick <rahn.dodick@dodick.ca>, Brenda McKnight <brenda.mcknight@dodick.ca>

I'm well aware of my professional obligations. You were copied on my last correspondence and I will continue to copy you.

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com

On Jun 5, 2020, at 4:31 PM, Caitlin Fell <cfell@wfkaw.ca> wrote:

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Darren, in accordance with your professional obligations please ensure I am copied on correspondence to the trustee.

Thank you.

Caitlin Fell

Partner | Welsz Fell Kour LLP

T | 416.613.8282

C | [416.258.5843](tel:416-258-5843)

F | 416.613.8290

E | cfell@wfkaw.ca

<image002.png>

[Quoted text hidden]

Caitlin FellPartner | Welsz Fell Kour
LLP

T | 416.613.8282

C | [416.258.5843](tel:416-258-5843)

F | 416.613.8290

E | cfell@wfkaw.ca

<image003.png>

[Quoted text hidden]

2 attachments



Meeting of the Inspectors - Fan Integrated Experiences Ltd. ("Fan")

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Tue, Jun 9, 2020 at 10:13 AM

To: Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Brenda McKnight <brenda.mcknight@dodick.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>

Mr. Dodick:

We refer to our email on Friday June 5th, outlining certain concerns our client has with respect to the voluntary assignment filed by Mr. Deifer and the administration of the estate generally.

Putting that email aside for a moment, solely with respect to my role as an Inspector, I can advise that I'm not available during the times you reference below – but would be generally available Monday or Tuesday of next week.

Regards,
Darren

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

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From: Rahn Dodick [<mailto:rahn.dodick@dodick.ca>]**Sent:** Sunday, June 7, 2020 6:44 PM**To:** Rahn Dodick**Cc:** Brenda McKnight; Naomi Lieberman**Subject:** Meeting of the Inspectors - Fan Integrated Experiences Ltd. ("Fan")

WARNING - This Message originated outside your organization. Please be cautious when opening attachments or clicking on links.

Inspectors,

Thank you for agreeing to act as Inspectors in the bankruptcy Estate of Fan.

As discussed at the meeting of creditors last week, I would like to arrange a meeting of the Inspectors of Fan for this week by teleconference. Below I've proposed some days/times to hold the meeting by phone. Please let me know what days/times listed below you are available. Once I hear back from the four of you I will send another email confirming the day/time along with material for you to review before the meeting.

Thank you,

Rahn

Wednesday, June 10 - 2:00PM (Toronto Time)

Thursday, June 11 - 2:30PM (Toronto Time)

Friday, June 12 - 1:30PM (Toronto Time)

Rahn Dodick, CPA, CA, CIRP, LIT | President

Dodick & Associates Inc. and Dodick Landau Inc.

4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4

Phone: 416 645 0552 | Mobile: 416 520 6455 | Fax: 416 649 7725

rahn.dodick@dodick.ca

www.dodick.ca



[Quoted text hidden]



Caitlin Fell
Partner
T: 416-613-8282
F: 416-613-8290
E: cfell@wfkllaw.ca

June 11, 2020

SENT BY ELECTRONIC MAIL

Cox & Palmer
235 Walter Street,
Scotia Centre Suite 1100
St. John's, NL A1C 1B6

Attention: Mr. Darren O' Keefe

Dear Mr. O' Keefe,

RE: FAN Integrated Experiences Ltd. ("FAN") – Estate No. 31-2642560

As you are aware, we are counsel to Dodick Landau Inc., the Proposal Trustee in these proceedings (the "Trustee"). I am writing in response to your emails to the Trustee of June 5 and June 9, 2020, concerning, among other things, the proof of claim and voting ability of Anthony Di Iorio as well as an alleged conflict of interest you raise on behalf of our former firm, Brauti Thorning LLP.

In your letters, you have demanded an explanation as to why the Trustee denied Mr. Di Iorio the right to vote at the first meeting of creditors ("FMC"). The FMC initially took place on May 21st, 2020, was adjourned and was subsequently reconvened on June 4th, 2020 (the "Reconvened Meeting").

Your position is that the Trustee had no reasonable basis to refuse Mr. Di Iorio's vote as he filed a proof of claim on June 3rd, one day prior to the Reconvened Meeting and that the Trustee was obliged to process Mr. Di Iorio's claim because he notified the Trustee of his intent to file a claim on May 21st, the date of the FMC, and his filing was only delayed while he corrected certain documentary deficiencies.

The Trustee does not have discretion to determine the date of the FMC. Pursuant to section 102 of the *Bankruptcy and Insolvency Act* ("BIA"), the trustee is obliged to hold the FMC within 21 days of its appointment, except for limited exceptional circumstances where the Office of the Superintendent in Bankruptcy ("OSB") may permit an extension. In the present case, notwithstanding the impact of the COVID-19 crisis and your various demands, the OSB approved May 21st, 2020 as the date for the FMC. As you have acknowledged, the documents Mr. Di Iorio submitted on that date were deficient. The filing of a deficient proof of claim confers no rights at law. Accordingly, when Mr. Di Iorio submitted his corrected claim on June 3rd, this claim was, for all intents and purposes, *late* according to the meeting date set by the OSB. As confirmed to the Trustee by the Superintendent in Bankruptcy, the Trustee was not obliged to consider late claims

WFK:00017511.1



at the FMC and was entitled to deny Mr. Di Iorio a vote at the meeting, in accordance with s. 109 of the BIA.

We would also like to take this opportunity to address the allegations you have made against us as counsel to the Trustee. There is no conflict of interest in our representation of the Trustee. Neither Weisz Kour Fell LLP or Brauti Thorning LLP has ever provided legal advice to, or was formally retained or engaged by, any person with an interest in these proceedings other than the current mandate as counsel to the Trustee. We acknowledge that, prior to the current engagement, general insolvency concepts were discussed with the debtor company, but no engagement was ever executed, and no legal advice was provided.

The Trustee categorically refutes your accusations that the bankruptcy assignment was made without proper corporate authority or that it is intentionally frustrating Mr. Di Iorio's ability to participate in the proceedings. As your client ought to be aware, Jerry Diefer was appointed as the sole director of FAN prior to the assignment in bankruptcy and following Joe Delonghi's resignation as the sole director. All shareholders were notified of the company's intent to appoint Mr. Diefer for the purpose of making the assignment and he was appointed to do so after receiving the requisite shareholder approval. Given that FAN is and was insolvent and unable to pay its liabilities as they become due, the assignment of FAN into bankruptcy was the prudent course of action. If you believe that FAN was not in fact insolvent at the time of the filing, please advise and we can look into this matter.

With respect to Mr. Di Iorio's participation in the process, he received notice of the bankruptcy and, as stated above, the FMC was conducted in accordance with the BIA. To the extent that Mr. Di Iorio was not able to participate at the Reconvened Meeting, this was the result of adhering to the proper statutory processes. In addition, the Trustee's duties are to maximize value for all stakeholders, and accordingly, if there is any conflict of interest between FAN and Mr. Di Iorio or any company he owns, including by virtue of the fact that Mr. Di Iorio's company is a competitor to FAN, the Trustee has a duty to provide this information to all creditors.

Finally, as you have sought on multiple occasions to interfere with the administration of these bankruptcy proceedings, we note that you are not a member of the Bar in the province of Ontario and the Trustee was advised that the firm of Beard Winter LLP represents Mr. Di Iorio in this jurisdiction. Accordingly, we will direct all future correspondence to them.

Mr. Di Iorio interests in these proceedings will be dealt with in accordance with the Trustee's obligations under the BIA. The Trustee has and will continue to conduct itself objectively and endeavors to work with the inspectors to maximize value for all creditors, including Mr. Di Iorio.



Yours very truly,

WEISZ FELL KOUR LLP

A handwritten signature in black ink that reads 'C. Fell'. The signature is written in a cursive, flowing style.

Caitlin Fell
CF/cp

cc. Rahn Dodick & Brenda McKnight – Dodick Landau Inc.

FAN Integrated Experiences Ltd. ("FAN") – Estate No. 31-2642560

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Thu, Jun 11, 2020 at 10:01 AM

To: Connie Deng <cdeng@wfkaw.ca>

Cc: Caitlin Fell <cfell@wfkaw.ca>, "rahn.dodick@dodick.ca" <rahn.dodick@dodick.ca>, "brenda.mcknight@dodick.ca" <brenda.mcknight@dodick.ca>

Ms. Fell:

We have received your letter, and will respond in due course on the substantive issues raised.

However, in the meantime, I will address your preoccupation with the fact that I am not a member of the Ontario bar and my representation of Mr. Di Iorio.

We have previously notified you that with respect to the insolvency of FAN, and the related administration of the Estate, we have been retained by Mr. Di Iorio. The firm of Beard Winter LLP were not retained by Mr. Di Iorio with respect to this matter, though they were providing counsel to him previously on certain corporate matters related to FAN.

Also, for your information – I would direct you to the Law Society of Ontario mobility rules, an explanation of which can be found here: <https://lso.ca/lawyers/about-your-licence/manage-your-licence/lawyers-from-outside-ontario>. Once you review this material, you will find that Newfoundland and Labrador, and Ontario, are party to the national mobility agreements referred to therein. Also, as you know, the Code of Conduct governing the Ontario Bar requires you to deal with counsel of record when you are notified that counsel has been retained, as is the case here.

If you choose to ignore our retainer as solicitors of record for Mr. Di Iorio in this matter, we will have no choice but to make an immediately complaint to the Law Society of Ontario and seek their intervention. Accordingly, we expect that all further correspondence on this matter will be directed to the undersigned. As previously indicated, we will be engaging co-counsel at Torkin Mannes in due course.

Regards,

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

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From: Connie Deng [mailto:cdeng@wfkllaw.ca]
Sent: Thursday, June 11, 2020 11:11 AM
To: O'Keefe, Darren (St. John's)
Cc: Caitlin Fell; rahn.dodick@dodick.ca; brenda.mcknight@dodick.ca
Subject: FAN Integrated Experiences Ltd. ("FAN") – Estate No. 31-2642560

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FAN Integrated Experiences Ltd. ("FAN") – Estate No. 31-2642560

Caitlin Fell <cfell@wfkaw.ca>

Thu, Jun 11, 2020 at 10:09 AM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>, Connie Deng <cdeng@wfkaw.ca>

Cc: "rahn.dodick@dodick.ca" <rahn.dodick@dodick.ca>, "brenda.mcknight@dodick.ca" <brenda.mcknight@dodick.ca>

Darren,

I would suggest you read the letter more carefully before responding. We do not assert in the letter you are not capable of acting, but merely, that your client has engaged Ontario counsel and so we will deal with them.

Might I suggest that instead of driving up needless costs with your confrontational emails and approach, you instead work with the trustee to maximize value for your client and all creditors generally. There is no need for your adversarial approach. If there are inherent issues with the debtor or conduct that they engaged in that causes your client its underlying concern, then we can have a call and discuss it.



Caitlin Fell

Partner | Weisz Fell Kour
LLP

T | 416.613.8282

C | 416.258.5843

F | 416.613.8290

E | cfell@wfkaw.ca

[Quoted text hidden]

FAN Integrated Experiences Ltd. ("FAN") – Estate No. 31-2642560

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Thu, Jun 11, 2020 a

To: Caitlin Fell <cfell@wfkaw.ca>

Cc: Connie Deng <cdeng@wfkaw.ca>, "rahn.dodick@dodick.ca" <rahn.dodick@dodick.ca>, "brenda.mcknight@dodick.ca" <brenda.mcknight@dodick.ca>

Caitlin, we have informed you that we were retained by Mr. Di Iorio. Mr. Di Iorio attended both meetings of creditors where we confirmed that information for you in person, and what's more, a confirmation in writing on this point should be expected by you and the matter settled. Your insistence that you deal with Mr. Di Iorio's previous counsel is tantamount to a blatant refusal to excuse our written confirmation of our retainer, and Mr. Di Iorio's confirmation of our retainer at the meetings of creditors.

As I say, if you continue to refuse to deal with us after confirming our retainer on this matter, we will have no choice but to go to the Law Society and file a formal complaint.

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com

On Jun 11, 2020, at 11:39 AM, Caitlin Fell <cfell@wfkaw.ca> wrote:

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Darren,

I would suggest you read the letter more carefully before responding. We do not assert in the letter you are not capable of acting, but merely, that your client has engaged Ontario counsel and so we will deal with them.

Might I suggest that instead of driving up needless costs with your confrontational emails and approach, you instead work with the trustee to maximize value for your client and all creditors generally. There is no need for your adversarial approach. If there are inherent issues with the debtor or conduct that they engaged in that causes your client its underlying concern, then we can have a call and discuss it.

Caitlin Fell

**Partner | Weisz Fell Kour
LLP**

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T | 416.613.8282

C | [416.258.5843](tel:416.258.5843)

F | 416.613.8290

E | cfell@wfkaw.ca

[Quoted text hidden]

Connie Deng

Legal Assistant | Weisz Fell Kour LLP

<image001.png>

T | 416.613.8285

F | 416.613.8290

E | cdeng@wfkaw.ca

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FAN Integrated Experiences Ltd. ("FAN") – Estate No. 31-2642560

Caitlin Fell <cfell@wfkaw.ca>

Thu, Jun 11, 2020 at 10:32 AM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Connie Deng <cdeng@wfkaw.ca>, "rahn.dodick@dodick.ca" <rahn.dodick@dodick.ca>, "brenda.mcknight@dodick.ca" <brenda.mcknight@dodick.ca>

Darren- you also indicated that Torkin Manes would be Ontario counsel so at the time of our letter, it was not exactly clear who Mr. Di Iorio's counsel was. We also understand you are or were prior legal counsel to a shareholder of FAN, and understood you only to be acting as a proxy and not legal counsel to Mr. Di Iorio. Your clarification is much appreciated.

You can continue to make threats and proceed in the adversarial nature you have determined is working for you. I would again suggest that a more productive tone be sought to keep costs down to maximize value given that, as we understand it, there are relatively little assets in the estate (unless market value determines otherwise in a Sale Process which we all can hope for).



Caitlin Fell

Partner | Weisz Fell Kour
LLP

T | 416.613.8282

C | 416.258.5843

F | 416.613.8290

E | cfell@wfkaw.ca

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FAN Integrated Experiences Ltd. ("FAN") – Estate No. 31-2642560

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Thu, Jun 11, 2020 at 10:43 AM

To: Caitlin Fell <cfell@wfkaw.ca>

Cc: Connie Deng <cdeng@wfkaw.ca>, "rahn.dodick@dodick.ca" <rahn.dodick@dodick.ca>, "brenda.mcknight@dodick.ca" <brenda.mcknight@dodick.ca>

Caitlin,

Please spare me the condescending remarks. Your approach from the get go, including at the first meeting of creditors, was nothing short of aggressive and confrontational. I'm more than happy to change the tone, but we cannot accept things are as straightforward as you suggest they are and your insistence on that is only going to make matters worse.

We maintain the position that this bankruptcy process is invalid, and based on the information that is coming to light in the last few days, with respect to the principals of the company including Messrs. Deifer, De Longhi and Phifer, bordering on civil fraud. To be clear, we will respond to your letter from today in detail and set out why many aspects of what you said are either wrong on the law, or alternatively, the facts. We are currently seeking instructions on our next steps, which may include but not be limited to an application to the Superior Court of Ontario.

If an application is brought, we expect that Jeff Simpson at Torkin Mannes will be retained as local litigation counsel, but that retainer has not been formalized yet. As soon as it is I will let you know and will loop Jeff into the email.

Regards,
Darren

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

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From: Caitlin Fell [mailto:cfell@wfkaw.ca]**Sent:** Thursday, June 11, 2020 12:02 PM**To:** O'Keefe, Darren (St. John's)**Cc:** Connie Deng; rahn.dodick@dodick.ca; brenda.mcknight@dodick.ca**Subject:** RE: FAN Integrated Experiences Ltd. ("FAN") – Estate No. 31-2642560

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FAN Integrated Experiences Ltd. ("FAN") – Estate No. 31-2642560

Caitlin Fell <cfell@wfkaw.ca>

Thu, Jun 11, 2020 at 10:52 AM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Connie Deng <cdeng@wfkaw.ca>, "rahn.dodick@dodick.ca" <rahn.dodick@dodick.ca>, "brenda.mcknight@dodick.ca" <brenda.mcknight@dodick.ca>

We look forward to being provided any additional facts. As you can appreciate, the trustee is a third party court officer, and relies on the information provided to him, including the corporate authority to file the bankruptcy.

Irrespective of corporate authority, the company, based on the documents the trustee was provided, was insolvent and a bankruptcy, in that situation is the prudent course of action, including if there is fraud as you suggest. If there was fraud, the assets of the company are now in the control of the trustee and thereby preserved for creditors generally.

Other than to potentially seek to replace the trustee, what are your concerns with the bankruptcy itself, in light of the fact that the company was insolvent? From a practical standpoint I am unsure of your end goals here. Even assuming the corporate authority was not there, it appears a bankruptcy proceeding was required. What would or could have been a viable alternative?

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FAN Integrated Experiences Ltd. ("FAN") – Estate No. 31-2642560

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Thu, Jun 11, 2020 at 11:05 AM

To: Caitlin Fell <cfell@wfkaw.ca>

Cc: Connie Deng <cdeng@wfkaw.ca>, "rahn.dodick@dodick.ca" <rahn.dodick@dodick.ca>, "brenda.mcknight@dodick.ca" <brenda.mcknight@dodick.ca>

Caitlin, as I said, I will set all of this out in more detail in our reply. Suffice it to say for now, we have considered those questions you raise below and will offer our perspective.

In the meantime, it would be helpful for us to understand how Mr. Deifer was appointed as sole director of the Company between Joe De Longhi's resignation on April 28th, and the filing on April 30th, and what, if any, resolutions or other written confirmations the Trustee had in his possession to substantiate that.

Also, note that we still await copies of the Proofs of Claim that were requested a week ago.

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Meeting of the Inspectors #1 - Fan Integrated Experiences Ltd. ("Fan")

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Tue, Jun 9, 2020 at 8:41 PM

To: Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Brenda McKnight <brenda.mcknight@dodick.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, Caitlin Fell <cfell@wfkllaw.ca>, "Natalie Ochrym (natalie.ochrym@gmail.com)" <natalie.ochrym@gmail.com>, "dphifer@fixmusicapp.com" <dphifer@fixmusicapp.com>

Mr. Dodick:

As an Inspector of the Estate and representative of the Estate's largest creditor, I believe it is incumbent upon me to point out the following:

As I indicated to you in my email on Friday, June 5th, 2020 we object to Ms. Fell being retained as legal counsel for the Estate as we believe she is in a conflict of interest. Our position is based on the fact that she represented the Debtor, and/or Mr. Deifer prior to the bankruptcy filing on April 30th and now purports to represent the Trustee. It is our position that Mr. Deifer did not have the authority to voluntarily assign the company into bankruptcy on April 30th as he was not an authorized legal representative of the company at that time, as contemplated in the BIA, nor was he an officer or director of the company at the time. We are asking that the Trustee investigate this issue to determine whether the filing was proper. This investigation may include a review of the legal advice that Ms. Fell provided to Mr. Deifer and/or the Company at the time of his resignation on March 24th, and her advice given subsequent thereto. The investigation may also include examining the actions of the other directors and officers who were working with the company at the time of Mr. Diefers resignation, including Mr. Phifer and Mr. De Longhi.

If Mr. Deifer did not have the authority to voluntarily assign the Company into bankruptcy then the proceedings are not in compliance with the BIA, and are therefore null and void.

We also take issue with the voting at the first meeting of creditors. Three issues arise from that meeting:

1. The Trustee improperly charged the creditors prior the vote on substituting the Trustee wherein he made allegations that Mr. Di Iorio had a competing business in an effort to sway or influence the vote of the Creditors. This breaches the Trustee's obligation to be fair and objective.
2. The Trustee allowed Mr. Phifer, a former officer and employee of the Debtor, to vote to confirm the appointment of the Trustee, which is prohibited under the Act.
3. The Trustee improperly prevented Mr. Di Iorio from voting at the meeting.

On the foregoing basis, we suggest it is pre-mature to have the first meeting of inspectors, and would suggest a second meeting of creditors would be a more effective use of our time so that the above noted issues can be fully canvassed.

On June 5th, 2020, we also requested that you provide copies of the proofs of claim of the other creditors and the times/dates upon which they were submitted. To date, we have not received copies of these.

It appears as though the strategy of the Trustee is to exclude Mr. Di Iorio and certain of the other creditors from any meaningful participation in the process, and as an Inspector that causes me some serious concern about the objectivity of the Trustee which I would note here for the record.

Regards,
Darren

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

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From: Rahn Dodick [mailto:rahn.dodick@dodick.ca]
Sent: Tuesday, June 9, 2020 6:30 PM
To: Rahn Dodick
Cc: Brenda McKnight; Naomi Lieberman; Caitlin Fell
Subject: Meeting of the Inspectors #1 - Fan Integrated Experiences Ltd. ("Fan")

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Inspectors,

[Quoted text hidden]

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Meeting of the Inspectors #1 - Fan Integrated Experiences Ltd. ("Fan")

Caitlin Fell <cfell@wflaw.ca>

Tue, Jun 9, 2020 at 9:02 PM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>, Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Brenda McKnight <brenda.mcknight@dodick.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, "Natalie Ochrym (natalie.ochrym@gmail.com)" <natalie.ochrym@gmail.com>, "dphifer@fixmusicapp.com" <dphifer@fixmusicapp.com>

Darren

We will have a letter to you tomorrow outlining a response to your position, including noting that my former firm and even current firm was never engaged by the debtor nor did I provide them legal advice. Rather, they asked for general insolvency information which I provided as general information. I was not aware of the bankruptcy or that it occurred. In addition, no advice was provided on the bankruptcy in any manner. As we believe there is no conflict, the meeting will not be adjourned.

Caitlin Fell

Partner | Weisz Fell Kour LLP

T | 416.613.8282

C | 416.258.5843

F | 416.613.8290

E | cfell@wflaw.ca

From: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>**Sent:** Tuesday, June 9, 2020 8:41:16 PM**To:** Rahn Dodick <rahn.dodick@dodick.ca>**Cc:** Brenda McKnight <brenda.mcknight@dodick.ca>; Naomi Lieberman <naomi.lieberman@dodick.ca>; Caitlin Fell <cfell@wflaw.ca>; Natalie Ochrym (natalie.ochrym@gmail.com) <natalie.ochrym@gmail.com>; dphifer@fixmusicapp.com <dphifer@fixmusicapp.com>**Subject:** RE: Meeting of the Inspectors #1 - Fan Integrated Experiences Ltd. ("Fan")

[Quoted text hidden]

Meeting of the Inspectors #1 - Fan Integrated Experiences Ltd. ("Fan")

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Tue, Jun 9, 2020 at 9:17 PM

To: Caitlin Fell <cfell@wfkaw.ca>

Cc: Rahn Dodick <rahn.dodick@dodick.ca>, Brenda McKnight <brenda.mcknight@dodick.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, "Natalie Ochrym (natalie.ochrym@gmail.com)" <natalie.ochrym@gmail.com>, "dphifer@fixmusicapp.com" <dphifer@fixmusicapp.com>

Ms. Fell:

We note your position and look forward to receiving your letter. We note, however, at the first meeting of creditors you did not take that position, rather, you appeared to acknowledge your joint retainer but indicated that you did not believe it was a conflict to represent both parties.

Also, I question the appropriateness of your interjecting on this email exchange among the Estates Trustee and it's Inspectors when your appointment was one of the items we were specifically asked to provide comments on. As with the first meeting of creditors, you appear to have no perception of what your role is vis a vis the Trustee.

Perhaps you could ask that the Trustee comply with his statutory duty and circulate the information requested last Friday, including the proofs of claim and minutes from both meetings.

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com

On Jun 9, 2020, at 10:32 PM, Caitlin Fell <cfell@wfkaw.ca> wrote:

[Quoted text hidden]

Meeting of the Inspectors #1 - Fan Integrated Experiences Ltd. ("Fan")

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Thu, Jun 11, 2020 at 11:55 AM

To: Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Brenda McKnight <brenda.mcknight@dodick.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, Caitlin Fell <cfell@wfkaw.ca>

Mr. Dodick:

I have cancelled my previously scheduled meetings and will be in attendance at the Inspectors meeting at 1:30 EST tomorrow.

Regards,

Darren

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

[Click to visit our Cox & Palmer COVID-19 Resource Centre](#)**From:** Rahn Dodick [<mailto:rahn.dodick@dodick.ca>]**Sent:** Tuesday, June 9, 2020 6:30 PM**To:** Rahn Dodick**Cc:** Brenda McKnight; Naomi Lieberman; Caitlin Fell**Subject:** Meeting of the Inspectors #1 - Fan Integrated Experiences Ltd. ("Fan")

WARNING - This Message originated outside your organization. Please be cautious when opening attachments or clicking on links.

Inspectors,

[Quoted text hidden]

[Quoted text hidden]

DODICK LANDAU

Rahn Dodick <rahn.dodick@dodick.ca>

FAN Integrated Experiences Ltd. - Estate No. 31-2642560

Christel Paul <cpaul@wfkaw.ca>

Fri, Jun 12, 2020 at 11:20 AM

To: "dokeefe@coxandpalmer.com" <dokeefe@coxandpalmer.com>

Cc: "rahn.dodick@dodick.ca" <rahn.dodick@dodick.ca>, "brenda.mcknight@dodick.ca" <brenda.mcknight@dodick.ca>, Caitlin Fell <cfell@wfkaw.ca>, "anthony@decentral.ca" <anthony@decentral.ca>, "dan.phifer@gmail.com" <dan.phifer@gmail.com>, "dokeefe@coxandpalmer.com" <dokeefe@coxandpalmer.com>, "natalie.ochrym@gmail.com" <natalie.ochrym@gmail.com>, "rohit.singh@nextbeemedia.com" <rohit.singh@nextbeemedia.com>

Hello Mr. O'Keefe,

Please find attached correspondence with attachments sent on behalf of Caitlin Fell of today's date.

Kind regards,
Christel



Christel Paul

Executive Assistant | Weisz Fell Kour LLP

T | 416.613.8280

F | 416.613.8290

E | cpaul@wfkaw.ca

Web | wfkaw.ca

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817K



Caitlin Fell
 Partner
 T: 416-613-8282
 F: 416-613-8290
 E: cfell@wfkllaw.ca

June 12, 2020

SENT BY ELECTRONIC MAIL

Cox & Palmer
 235 Walter Street,
 Scotia Centre Suite 1100
 St. John's, NL A1C 1B6

Attention: Mr. Darren O' Keefe

Dear Mr. O' Keefe,

RE: FAN Integrated Experiences Ltd. ("FAN") – Estate No. 31-2642560

We write to further respond to your emails requesting certain information. We acknowledge that you, on behalf of your client, Anthony Di Iorio, have requested: (i) copies of the proofs of claims; and (ii) information pertaining to the appointment of Mr. Deifer as director. With respect to the appointment of Mr. Deifer, please see attached hereto email correspondence that was provided by FAN to the Trustee that provides the basis of Mr. Deifer's appointment by the shareholders.

We are also in receipt of your letter to FAN dated March 24, 2020 attached hereto, in your capacity as legal counsel to Mr. Byrne wherein you stated that FAN has acknowledged its insolvency. Thereafter, you outlined the various protections your client has under the *Bankruptcy and Insolvency Act*.

As you rightly pointed out, since FAN acknowledged it was insolvent, it was incumbent upon management and the directors to assign the company in bankruptcy proceedings, accordingly, it is the trustee's position that it is entitled to rely on Mr. Deifer's resolution to assign the company into bankruptcy not only based on his corporate authority, but based on Mr. Deifer's fiduciary duties as a director (or shadow director) and officer of FAN. This is supported by your assertion stated in your letter:

"We note that the Company has admitted that it is insolvent and therefore, our client has the benefit (like all creditors and stakeholders) of the protections of the *Bankruptcy and Insolvency Act* R.S.C. 1985 (the "Act"). Those protections include the following:

- o An obligation on the Company's officers and directors to act with due diligence, in the best interests of the Company, its stakeholders, and creditors;

WFK:00017546.1



o An obligation on the Company's officers and directors to act honestly and in good faith, and to disclose all opportunities available to the Company;

o An obligation on the Company to abide by the terms of the Act once it is insolvent, and to not to use the Act as an instrument of fraud, or as a means to eliminate or oppress a shareholder, or otherwise expropriate a shareholders interest in the Company assets."

You are entirely accurate in your statement below that all creditors and shareholders will have meaningful input into this bankruptcy and the trustee intends to carry out the administration of the FAN estate with complete impartiality and in accordance with the BIA and the instructions provided by the appointed inspectors.

...a straight insolvency under the [Bankruptcy] Act is the most likely route, and if that path chosen, then our client, along with the other shareholders should have meaningful input into how the assets of the Company are dealt with.

We wish to assure you that the Trustee will ensure that any sale of the assets is as a result and product of a fair and transparent sale process and your concern noted below with respect to a sale to Mr. De Longhi (or any party, related or not) without a proper sale process will not occur.

Assuming you can get a release of the Non-Competes under the USA, then the Company will file for a paper insolvency or otherwise try to justify the sale of the Company assets to Mr. DeLonghi (or another related party) for the value of the Company debt. Shareholders loans will be written off, but with respect to some shareholders (Kevin and Natalie) we expect they will be converted into equity in the new Company. The new owner will then retain you and Mr. Phifer in the same roles you have now, take in the new investment that you have been working on these past few months, and carry on business with a group of existing shareholders and company insiders at the helm. This group would not, however, include my client or the other alleged freeloading shareholders (like Di Iorio).

With respect to your request for proofs of claims, all creditors are entitled to copies of all proofs of claims submitted. As the Trustee is still in the process of going through all claims, to allow or disallow them, they will be provided next week.



Yours very truly,

WEISZ FELL KOUR LLP

A handwritten signature in black ink, appearing to read 'Cfell'.

Caitlin Fell
CF/cp

cc. Rahn Dodick & Brenda McKnight – Dodick Landau Inc.
All inspectors in the Estate.

DODICK LANDAU

Rahn Dodick <rahn.dodick@dodick.ca>

Fwd: Update on next steps

Jerry Deifer <jdeiferjr@gmail.com>

Thu, May 21, 2020 at 11:56 AM

To: Rahn Dodick <rahn.dodick@dodick.ca>, Dan Phifer <dphifer@fixmusicapp.com>

Please see emails below .. With the only responses coming from Elio, Joe, Dan and myself.

----- Forwarded message -----

From: Elio-David Di Iorio <elio.diiorio@gmail.com>

Date: Fri, May 1, 2020 at 8:33 AM

Subject: Re: Update on next steps

To: Jerry Deifer <jdeiferjr@gmail.com>

Ok I vote yes.

Elio David Di Iorio
+1 (647) 676-6453
Connect with me on LinkedIn

On Thu, Apr 30, 2020 at 5:27 PM Jerry Deifer <jdeiferjr@gmail.com> wrote:
Resignation as FIX Board Member

This email will serve as my resignation as a Fan Integrated Experiences LTD Board Member effective immediately as timestamped in this email.

Thanks,

Jerry

On Wed, Apr 29, 2020 at 9:28 PM Joe DeLonghi <joe@delviro.com> wrote:
Hi Jerry,

Please accept this email as my vote in favor.

Thanks,

Joe

Sent from my iPhone

On Apr 29, 2020, at 8:27 PM, Dan Phifer <dan.phifer@gmail.com> wrote:

Jerry,

Thanks for taking the time to sort this out especially when I'm sure you have other things on your mind in this crazy time. I realize that it's not a fun chore. I do think that bankruptcy is the only way to deal with the debts and close this up, so I vote yes on bringing you back on as a director to take the necessary steps.

Let me know if you need anything else from me (I can return a signed copy of the doc if needed, otherwise my email will serve as my official vote).

Dan

On Wed, Apr 29, 2020 at 3:55 PM Jerry Deifer <jdeiferjr@gmail.com> wrote:

Hello All,

Firstly, Im hopeful that everyone and their families are doing well and healthy. Im sure we will all be relieved when we can go back to what we call "normal" one day soon.

Just want to share some information regarding business.

All documents including but not limited to, statement of affairs (creditors, including Shareholder loans), files, service contracts, assets, intangible assets, financials/books records from PWC, etc. have been put into an online vault with a Trustee whom has agreed to work with us. The trustee requires a director to enter the company into Bankruptcy to the superintendent of Bankruptcy of Ontario. Given Joe's resignation yesterday we need to appoint a director to take the responsibilities that come with this process. With my vote I'm nominating myself to be appointed director to handle further proceedings and taking on that liability.

Kindly respond with your vote yes or no to support this resolution. (Attached)

What happens next?

From my understanding, if and when the Trustee files the bankruptcy, the shareholders, creditors, and outstanding shareholders loans, will be notified for a creditor meeting at which time those that show up via teleconference will be notified of the next steps. Following that the trustee will commence a "sales process" in which he will market the product to obtain highest value obtainable for the assets of the company.

I hope this email finds you well.

Let me know if you have any questions.

Jerry

"Without Prejudice"

Fan Integrated Experiences Ltd.
c/o 1 Connable Drive,
Toronto, Ontario
M5R 1Z7
Attention: Jerry Deifer
Email: jdjr@fixmusiccapp.com

March 24, 2020

Mr. Deifer:

Re: Fan Integrated Experiences Inc. (the "Company")

As you know, we represent Brian Byrne.

Given the importance of the matters addressed below, we have taken the liberty of copying the other Company directors, and major stakeholders. We remind you of our previous letters of October 15th, 2019, addressed to you as CEO of the Company, and of March 4th, 2020, addressed to Joe DeLonghi, one of your major shareholders and company insiders.

We are also in receipt of your correspondence dated March 23rd, 2020, advising that the FIX Music App has ceased operations, along with the text message communications sent to our client mere hours later asking for a release of the non-competition agreement (the "**Non-Compete**") contained in the Company's unanimous shareholders agreement dated the 4th of September, 2018 (the "**USA**").

At this juncture we believe it is necessary for us to address a few issues regarding the Company, your recent correspondence, the deliberate obfuscation surrounding the Company's dealings and prospects, and the campaign of intimidation and minority shareholder oppression that has been your *modus operandi* since at least September 9th, 2019.

Firstly, we hope you can appreciate that since October 25th, 2019, the approach you have taken to alienate and undermine our client's interest in the Company has been obvious. It is only due to our client's good nature that nothing more than a few strongly worded emails have passed since that time.

To set the stage for what follows, let us remind you of the first significant act of shareholder oppression. You will recall that when our client attempted to sell a certain portion of his shares to

Darren D. O'Keefe | Partner

Direct 709 570 5509 Main 709 738 7800 Fax 709 738 6994 Email dokeefe@coxandpalmer.com
Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

March 24, 2020

Anthony Di Iorio (hereinafter, "Di Iorio") during the week of October 21st, 2019, you took action, as CEO of the Company, to vote down and apparently "block" that transaction. During that same period you spearheaded several board meetings and, according to recent account payable statements, racked up significant legal fees on what can only be described as a fool's errand. You knew or ought to have known the Company had no grounds to block the transaction.

Once the attempt to block the transaction failed, you pursued a different angle. On October 25th, the day our client was to close the sale of his shares to Di Iorio, you orchestrated a series of emails highlighting the urgent need for cash in the Company, and at the same time demanded changes to the USA (with unrealistically short timelines for response) and suggested that without them, you could not raise capital. It was our client's belief that this correspondence was designed to persuade Di Iorio to invest his money directly into the Company rather than pay it to my client. That angle to scuttle the deal also failed.

Moving on from October, the campaign of obfuscation and disinformation continued with more rigour, along with several attempts by members of your inner circle to further oppress and disenfranchise my client through direct and personal attacks.

For example, Joe DeLonghi, a major shareholder, sent several caustic and defamatory emails aimed at my client, which met with your tacit approval. We count at least three such emails since October, 2019, which were apparently left unchecked by you. To be clear, it is our position that as the Company CEO you had an obligation to intervene and stop this oppressive conduct, but you did not, thereby signaling your agreement and approval.

The intent of these emails which you approved was obvious; to force our client to divest of his shares. On the one hand Mr. DeLonghi threatened litigation, presumably in an effort to spook our client into selling his shares to avoid the ensuing legal morass. On the other, Mr. DeLonghi attacks our client as a freeloader and encourages him to surrender his shares because it is the "right thing" to do. It's quite ironic that when neither of these tactics worked, it was Mr. DeLonghi who emerged with an offer on March 4th, 2020. Mr. DeLonghi's true motive behind attacking our client and attempting to diminish his interests should be obvious.

In addition to the foregoing, during this whole period, the reporting from the Company has been nothing short of schizophrenic: one day you have closely related investors willing to put \$100,000 into the Company, the next you are insolvent and shutting down the app imminently. A few days later another angel investor appears like manna from heaven, willing to put in \$200,000 or \$300,000, only to disappear as fast as they came. There are only two rational explanations for this confusing rollercoaster of events: gross mismanagement or deliberate confusion. We expect it is the latter.

Let us turn now to the current state of affairs and recent statements made by you and other company insiders regarding where things are headed:

During the week of March 4th, 2020, you provided email correspondence and screenshots of user complaints in an attempt to convince the shareholders the "ship was sinking" and it was time to get off. At the same time others in the Company were talking of insolvency proceedings or *Companies Creditor Arrangement Act* ("CCAA") filings. But, as of yet, no such proceedings have materialized.

At the same time, coincidentally – Mr. DeLonghi, the most outspoken of the company insiders – makes an offer to buy the assets of the Company for the value of its current debt. It's clear from the

March 24, 2020

offer that Mr. DeLonghi intends to carry on the business in a new company, provided he is given confirmation that he is not bound by the Non-Compete terms of the USA. This offer, if accepted, would allow Mr. DeLonghi to get rid of those freeloading minority shareholders that has caused him so much frustration in recent months.

Also, since March 4th, 2020, the rollercoaster of (dis)information has continued. The Company goes from having an investor one day, to proposing executive equity packages the next, to yesterday – providing notice that FIX Music App has been taken offline by Next Bee (and *presumably* shut down for good). Coincidentally, following that notice, you texted my client asking for a release of your Non-Compete. We can only assume that is because someone has informed you that the Non-Compete is a personal obligation that survives the bankruptcy of the Company, and you intend to continue on with the Company under new ownership.

So, like many of the actions taken above, the next ones are fairly predictable. Let us cut to the chase:

Assuming you can get a release of the Non-Competes under the USA, then the Company will file for a paper insolvency or otherwise try to justify the sale of the Company assets to Mr. DeLonghi (or another related party) for the value of the Company debt. Shareholders loans will be written off, but with respect to some shareholders (Kevin and Natalie) we expect they will be converted into equity in the new Company. The new owner will then retain you and Mr. Phifer in the same roles you have now, take in the new investment that you have been working on these past few months, and carry on business with a group of existing shareholders and company insiders at the helm. This group would not, however, include my client or the other alleged freeloading shareholders (like Di lorio).

For the time being, we will extend the benefit of the doubt and assume the foregoing is not the case, and that you are willing to work with our client in good faith to find a path forward. On that basis, we would request the following:

- A commitment to full transparency on the Company's plans going forward;
- A written outline of all persons that the Company has been in discussions with in the last eighteen (18) months with respect to an investment, sale, merger or finance transaction, including any arrangements or discussions with Company insiders or existing shareholders;
- The status of negotiations and discussions with each of the foregoing, including details of the offer or business terms, as the case may be;
- Disclosure of any discussions with, or promises made to, Mr. DeLonghi or any other company insider or shareholder, including any promise to purchase or sell Company assets, swap debt for equity, invest in the Company, or invest or support any new company that is formed for the purpose of acquiring or utilizing the Company's assets pending a successful purchase or transfer of the same;
- A breakdown of all cash investment received, including confirmation that the money was actually transferred to the Company and a copy of the bank ledger or statements confirming the same;

March 24, 2020

- o A reconciliation of the company's shareholders ledger from January 1st, 2019 to present.

We note that the Company has admitted that it is insolvent and therefore, our client has the benefit (like all creditors and stakeholders) of the protections of the *Bankruptcy and Insolvency Act* R.S.C. 1985 (the "Act"). Those protections include the following:


- o An obligation on the Company's officers and directors to act with due diligence, in the best interests of the Company, its stakeholders, and creditors;
- o An obligation on the Company's officers and directors to act honestly and in good faith, and to disclose all opportunities available to the Company;
- o An obligation on the Company to abide by the terms of the Act once it is insolvent, and to not to use the Act as an instrument of fraud, or as a means to eliminate or oppress a shareholder, or otherwise expropriate a shareholders interest in the Company assets.

We have heard rumblings that the Company was considering a CCAA proposal, but we regret to inform you that based on the information we have seen, it would not qualify under the CCAA as the debt threshold is not high enough. A straight insolvency under the Act is the most likely route, and if that path chosen, then our client, along with the other shareholders should have meaningful input into how the assets of the Company are dealt with. If you wish to ignore our client and proceed to sell the assets or arrange the Company's affairs in a way that prejudices our client, you can be assured our client will bring legal action against those involved. In that connection, you have an obligation to inform any would be purchaser of the Company's assets of our clients' position so they know what they are getting into.

Finally, you should be aware that the Act carries both civil and criminal penalties for those who choose to ignore it, and many of those penalties can be imposed on the Companies directors and officers, including those who have served in the twelve (12) months preceding bankruptcy.

The foregoing being said, we trust you will take a measured approach to your next steps, and we look forward to hearing from you.

Yours very truly,



Darren D. O'Keefe

DDK

CC:

Elio Di Iorio

March 24, 2020

212 Ranleigh Avenue,
Toronto, Ontario
M4N 1X4
Email: elio@musiconomi.com

Gerald Deifer
2125 Columbia Avenue
Whitehall
PA 18052
Email: jdjr@fixmusicapp.com

Natalie Ochrym
1 Connable Drive,
Toronto, Ontario
M5R 1Z7
Email: natalie.ochrym@gmail.com

Joe DeLonghi
8 Queen Marys Drive,
Toronto Ontario
M8X 1S2
Email: Joe@DeLonghi.com

Dan Phifer
82 Kennedy Road,
Flat 1102, Wan Chai, Hong Kong
Email: dp@musiconomi.com

George Crossman
Beard Winter LLP
130 Adelaide St West,
7th Floor, Toronto, ON M5H 2K4
Email: crossman@beardwinter.com

Fan Integrated Experiences Ltd.

Rahn Dodick <rahn.dodick@dodick.ca>

Fri, Jun 12, 2020 at 3:00 PM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Caitlin Fell <cfell@wfkllaw.ca>

Mr. O'keefe,

You requested that the Trustee complete its review of the claim of Mr. Di Iorio and confirm to you whether the Trustee has accepted the claim or not. Attached please find a partial disallowance which is self explanatory. Should you have any questions please do not hesitate to contact me.

Regards,
Rahn

Rahn Dodick, CPA, CA, CIRP, LIT | President

Dodick & Associates Inc. and Dodick Landau Inc.

4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4

Phone: 416 645 0552 | Mobile: 416 520 6455 | Fax: 416 649 7725rahn.dodick@dodick.cawww.dodick.ca**Notice of Partial Disallowance_Anthony Di Iorio_Fan Integrated Experiences Ltd..pdf**
163K

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2642560
Estate No. 31-2642560

FORM 77

Notice of Disallowance of Claim, Right to Priority or Security or Notice of Valuation of Claim
(Subsection 135(3) of the Act)

In the matter of the bankruptcy of
Fan Integrated Experiences Ltd.
of the city of Toronto, in the Province of Ontario

Anthony Di Iorio
c/o Darren O'Keefe
235 Water Street, Suite 1100
St. John's NL A1C 1B6

Take notice that:

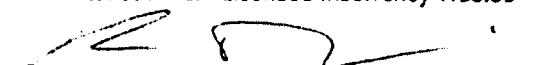
As trustee acting in the matter of the bankruptcy of Fan Integrated Experiences Ltd., we have disallowed your claim (or your right to a priority or your security on the property) to the extent of \$2,021.00, pursuant to subsection 135(2) of the Act, for the following reasons:

The Proof of Claim was filed with documentation for a \$20,000.00 Canadian Dollar promissory note as well as a \$100,000.00 US Dollar promissory note. The exchange rate for the US Dollar promissory note has been calculated by the Trustee based on the Bank of Canada rate as of the date of bankruptcy at 1.4066. The claim filed was in the amount of \$162,681.00. The total claim with the US Dollar calculation applied results in \$2,021.00 being disallowed. As a result of the partial disallowance, the claim has been recorded as \$160,660.00.

And further take notice that if you are dissatisfied with our decision in disallowing your claim in part (or a right to rank or your security or valuation of your claim), you may appeal to the court within the 30-day period after the day on which this notice is served, or within any other period that the court may, on application made within the same 30-day period, allow.

Dated at the city of Toronto in the Province of Ontario, this 11th day of June 2020.

Dodick Landau Inc. - Licensed Insolvency Trustee



4646 Dufferin St., Suite 6
Toronto ON M3H 5S4
Phone: (416) 736-4357 Fax: (416) 649-7725

FAN Integrated Experiences Ltd. - Estate No. 31-2642560

Burton, Myah (St. John's) <mburton@coxandpalmer.com>

Mon, Jun 15, 2020 at 11:16 AM

To: "cfell@wfkaw.ca" <cfell@wfkaw.ca>, "rahn.dodick@dodick.ca" <rahn.dodick@dodick.ca>

Cc: "jsimpson@torkinmanes.com" <jsimpson@torkinmanes.com>, "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Good Afternoon,

Please see attached correspondence on behalf of Darren O'Keefe.


Thank you,

Myah

Myah Burton | Cox & Palmer | Legal Assistant

Direct 709 570 5344 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's, NL A1C 1B6

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Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, Ontario, M3H 5S4
Attn: Rhan Dodick
Email: rhan.dodick@dodick.ca
Fax: 416 649 7725

And to:

Weisz Fell Kour LLP
100 King St. West, Suite 5600
Toronto, Ontario,
M5X 1C9
Attn: Caitlin Fell

June 15th, 2020

Mr. Dodick, Ms. Fell:

**Re: Fan Integrated Experiences Ltd. (the "Company")
Estate No.: 31-2642560**

As you are aware, we represent Mr. Anthony Di Iorio, the largest creditor of the above noted Estate.

At the first meeting of creditors held on June 4th, 2020, we requested copies of the Proofs of Claim filed in this Estate. We followed up on this request by email to you on four (4) separate occasions since that date, and yet, the Proofs of Claim have not been provided.

Since our original request on June 4th, 2020, the Trustee has been able to send numerous emails and letters on various matters, some involving legal counsel, as well as scheduling meetings of the Estates Inspectors and presumably attending to other Estate matters. Yet, the relatively simple matter of providing the Proofs of Claim has not been attended to.

On the basis of the foregoing, we believe the Trustee has failed to provide the Proofs of Claim, as requested, on a timely basis. As you can appreciate, it is difficult for our client to assess his position as a creditor, and the position of other creditors, without this information.

Darren D. O'Keefe | Partner

Direct 709 570 5509 Main 709 738 7800 Fax 709 738 7999 Email dokeefe@coxandpalmer.com
Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

June 15th, 2020

Please note the following sections of the *Bankruptcy and Insolvency Act* R.S.C., 1985, c. B-3 (the "BIA") and the *Bankruptcy and Insolvency General Rules* (C.R.C., c. 368) (the "General Rules") that apply:

BIA, s. 26:

Books to be kept by trustee

26 (1) A trustee shall keep proper books and records of the administration of each estate to which the trustee is appointed, in which shall be entered a record of all moneys received or disbursed by the trustee, a list of all creditors filing claims, the amount and disposition of those claims, a copy of all notices sent out, a signed copy of all minutes, proceedings had, and resolutions passed at any meeting of creditors or inspectors, court orders and all other matters or proceedings as may be necessary to give a complete account of the trustee's administration of the estate.

(3) The trustee shall permit the books, records and documents referred to in subsection (2) to be inspected and copies of them made by the Superintendent, the bankrupt or any creditor or their representative at any reasonable time.

BIA, s.126:

Who may examine proofs

126 (1) Every creditor who has filed a proof of claim is entitled to see and examine the proofs of other creditors

The General Rules:

s.36. Trustees shall perform their duties in a timely manner and carry out their functions with competence, honesty, integrity and due care.

s.39. Trustees shall be honest and impartial and shall provide to interested parties full and accurate information as required by the Act with respect to the professional engagements of the trustees.

s.52 Trustees, in the course of their professional engagements, shall apply due care to ensure that the actions carried out by their employees, agents or mandataries or any persons hired by the trustees on a contract basis are carried out in accordance with the same professional standards that those trustees themselves are required to follow in relation to that professional engagement.

s.53 Any complaint that relates to a contravention of any of sections 36 to 52 must be sent to the Division Office in writing.

Please accept this as our fifth and final request for the following information:

June 15th, 2020

- Copies of all Proofs of Claim Filed in the Estate to date;
- Confirmation of which Proofs of Claim were filed prior the First Meeting of Creditors held on May 21st, 2020, along with confirmation of the time/date they were provided, and how they were delivered to the Trustee;
- Confirmation of which Proofs of Claim were filed prior the reconvened First Meeting of Creditors on June 4th, 2020, along with confirmation of the time/date they were provided, and how they were delivered to the Trustee;
- The Minutes from the First Meeting of Creditors on May 21st, 2020; and
- The Minutes from the reconvened First Meeting of Creditors on June 4th, 2020.

If the Trustee is not willing to provide this information to us by close of business on Tuesday, May 16th, 2020, we will have no choice but to seek the intervention of the Office of the Superintendent of Bankruptcy to obtain these records.

We appreciate your cooperation.

Yours very truly,



Darren O'Keefe

Cc: Jeff Simpson, Torkin Manes

----- Forwarded message -----

From: **Rahn Dodick** <rahn.dodick@dodick.ca>

Date: Fri, Jun 12, 2020 at 3:27 PM

Subject:

To: Rahn Dodick <rahn.dodick@dodick.ca>

Inspectors,

Thank you for attending today's meeting. The meeting was adjourned and I asked that we reconvene the meeting next week. **Please provide to me by Monday your availability next week for a continuation of today's meeting.** While I expect the meeting to not go for longer than 30 minutes, please set aside an hour for the reconvened meeting in case it goes longer than expected.

As suggested at the meeting, after today's meeting I phoned Jerry Deifer and asked him about his discussions with Caitlin Fell prior to the bankruptcy filing. He told me the following:

- 1) He did not retain Caitlin Fell or her firm to provide him or Fan with legal advice. The firm's legal counsel at the time was Gowlings LLP. As a result, he did not pay Ms. Fell or her firm for any services.
- 2) They spoke generally about the various types of insolvency filings available to a company but she did not provide him with advice on which course of action he should take.
- 3) Ms. Fell or her firm did not provide him with legal advice.

Hopefully, this helps clarify the questions raised by Ms. O'Keefe with respect to Ms. Fell's discussion with Jerry Deifer prior to the bankruptcy assignment.

Thank you,
Rahn

Rahn Dodick, CPA, CA, CIRP, LIT | President

Dodick & Associates Inc. and Dodick Landau Inc.
4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4
Phone: [416 645 0552](tel:4166450552) | Mobile: [416 520 6455](tel:4165206455) | Fax: [416 649 7725](tel:4166497725)

rahn.dodick@dodick.ca

www.dodick.ca



Response to Letter dated June 15, 2020 on behalf of Mr. Anthony Di Iorio

1 message

Rahn Dodick <rahn.dodick@dodick.ca>

Tue, Jun 16, 2020 at 4:44 PM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Caitlin Fell <cfell@wfkllaw.ca>, Brenda McKnight <brenda.mcknight@dodick.ca>

Mr. O'Keefe,

In the above referenced letter you've requested copies of the claims received by the Estate in order that Mr. Di Iorio can assess his position as a creditor.

At the meeting of creditors on June 4, 2020, which both you and Mr. Di Iorio attended, the Trustee informed the meeting of all the proofs of claim received prior to the start of the meeting. Therefore, both you and Mr. Di Iorio had the information at the time of the meeting which Mr. Di Iorio required in order to assess his position as a prospective creditor relative to the other creditors who had proved claims up to the date/time of the meeting.

In addition, you have requested not only copies of the proofs of claim, but also the day and time the claims were received which required review of our receipt records. This is not the only active insolvency file being handled by the staff in our office and, therefore, certain tasks on files are given greater priority than your requests for detailed creditor receipt information. In addition, you have not disclosed in any of your correspondence with the Trustee the reason(s) Mr. Di Iorio is in dire need of this information at this time, especially since he was in attendance at the meeting of creditors and was well aware of his unsecured creditor position relative to the other unsecured creditors.

The following are the proofs of claim received to date, including the day/time of receipt of each:

- 1) Walter Lalka - Completed claim form was received on May 13, 2020 at 2:13pm. It arrived without proof. The Trustee followed up requesting the proof and it arrived by fax later on May 13, 2020.
- 2) Nextbee Corporation - Completed claim form with proof and proxy were received May 15, 2020 at 7:35pm.
- 3) Daniel Phifer - Completed claim form with proof was received May 20, 2020 at 8:35pm.
- 4) Natalie Ochrym - Completed initial claim form with a value of \$29,048.73, with a partially completed schedule "A" that totalled only \$15,533.73 of the claim, was received May 20, 2020 at 10:55am. On June 4, 2020 at 6:05am, Ms. Ochrym submitted an amended claim form with a claim form and schedule "A" totalling \$36,112.41. We've requested additional information from Ms. Ochrym as part of the Trustee's review of her amended claim.
- 5) Anthony Di Iorio - Initial claim form received, without proof attached and with proxy, on May 21, 2020 at 10:35am, which totalled \$174,360. On June 3, 2020 at 8:41am we received an amended claim which totalled \$162,681 including proof to support the amended claim and proxy. The Trustee issued on June 11, 2020 a partial disallowance reducing the claim to \$160,660 to reflect the U.S. dollar foreign exchange rate that existed at the date of bankruptcy.
- 6) Lumen PowerTech - Claim form received with proof and proxy on June 8, 2020 at 12:18pm.

Other than the proof associated with Mr. Lalka's claim referenced in #1 above, all the above referenced documents in 1-6 were received at the Trustee's office by email.

As explained at the first meeting of creditors on May 21, 2020, claims 1 - 5 listed above were received prior to the start time of the first meeting of creditors, except, as you are aware, the claim of Mr. Di Iorio did not include a schedule "A" with proof of the claim and was overstated. As you are also aware, the Trustee requested by email in advance of the start time of the meeting of creditors that Mr. Di Iorio provide to the Trustee proof of his initial claim in advance of the meeting, however, it was not received.

You have also requested copies of the minutes of the meeting of creditors. Due to other pressing priorities/deadlines associated with other files we have to date not completed the drafting of the minutes. I am hopeful it will be completed by next week. We will provide you with a copy once complete. As I expect you are aware, the Trustee does not have a deadline for preparing minutes of the meeting.

Regards,
Rahn








Rahn Dodick, CPA, CA, CIRP, LIT | President

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7 attachments

-  **Natalie Ochrym_POC Amended_Fan Integrated.pdf**
1019K
-  **Dan Phifer_POC_Fan Integrated.pdf**
752K
-  **Lumar Power Tech_POC_Fan Integrated.pdf**
550K
-  **Nextbee Corporation_POFC_Fan Integrated.pdf**
171K
-  **Anthony Dilorio_POC_Partial Disallow_Fan Integrated (1).pdf**
1934K
-  **Walter Lalka_POC_Fan Integrated.pdf**
201K
-  **Natalie Ochrym_POC Amended_Fan Integrated.pdf**
1019K

Dodick Landau
 c/o Weisz Fell Kour LLP
 100 King St. West, Suite 5600
 Toronto, Ontario,
 M5X 1C9
 Attn: Caitlin Fell

June 22, 2020

Ms. Fell:

**Re: Fan Integrated Experiences Ltd. (the "Company")
 Estate No.: 31-2642560 (the "Estate")**

At your request, we are writing directly to you on behalf of your client, Dodick Landau, the Trustee of the above noted Estate.

As you are aware, we represent Mr. Anthony Di Iorio, the largest creditor of the Estate. This correspondence relates to the concerns that we have expressed over the past two weeks on various issues arising in connection with the Estate. We ask that you accept this letter as our reply to your letter of June 11th, 2020 and further ask that you make a copy available to the Trustee.

Assignment into Bankruptcy:

Section 49(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 (the "Act") states as follows:

Assignment for general benefit of creditors:

49(1) An insolvent person or, if deceased, the executor or administrator of their estate or the liquidator of the succession, with the leave of the court, may make an assignment of all the insolvent person's property for the general benefit of the insolvent person's creditors.

"Person" is defined in the Act to include: "a partnership, an unincorporated association, a corporation, a cooperative society or a cooperative organization, the successors of a partnership, of an association, of a corporation, of a society or of an organization and the heirs, executors, liquidators of the successors, administrators or other legal representatives of a person;

For present purposes, the above provisions require that a "legal representative" authorized to act on behalf of the Company make the assignment into bankruptcy. The required process would include a special resolution of shareholders, a requirement which is mandated by s. 85.2

Darren D. O'Keefe | Partner

Direct 709 570 5509 Main 709 738 7800 Fax 709 738 7999 Email dokeefe@coxandpalmer.com
 Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

June 23, 2020

of the *Ontario Business Corporations Act* (the "OBCA"), as well as a resolution of duly appointed directors to formally authorize the filing.

The Voluntary Assignment is Null and Void:

The affairs of the Company are governed by the Company's Articles of Incorporation and Bylaws, dated January 29th, 2018 (the "Bylaws"). The Bylaws are subject to the provisions of the OBCA.

Article 3.04 of the Bylaws reads as follows:

3.04. **Election and Term:** Directors shall be elected to hold office for a term or terms respectively expiring at the close of the first, second or third annual meeting of shareholders following their election or when their successors are duly elected. The term of office of a director who is elected for a term that is not expressly stated expires at the close of the first annual meeting of shareholders following his election or when his successor is duly elected. The incumbent directors continue in office until their respective successors are duly elected, unless their respective offices are vacated earlier. A director ceases to hold office when he dies, resigns, is removed or ceases to be qualified to be a director or when his successor is duly elected.

Article 3.05 of the Bylaws reads as follows:

3.05. **Resignation:** A director may resign his office by delivering or sending his resignation in writing to the Corporation and such resignation shall be effective when it is received by the Corporation or at such time as may be specified in the resignation, whichever is later.

As you know, all of the officers and directors of the Company resigned prior to its assignment into bankruptcy on April 30th, 2020. Mr. Daniel Phifer ("Phifer") resigned on March 4th, 2020; Deifer resigned on March 24th, 2020; and Mr. Joseph De Longhi ("De Longhi") resigned on April 28th, 2020. Each of those resignations complied with section 3.05 of the Bylaws. The result was that the Company had no acting board of directors as of April 29th, 2020. On that date, Jerry Deifer ("Deifer") wrote to the shareholders by email, as follows:

"All documents including but not limited to, statement of affairs (creditors, including Shareholder loans), files, service contracts, assets, intangible assets, financials/books records from PWC, etc. have been put into an online vault with a Trustee whom has agreed to work with us. The trustee requires a director to enter the company into Bankruptcy to the superintendent of Bankruptcy of Ontario. Given Joe's resignation yesterday we need to appoint a director to take the responsibilities that come with this process. With my vote I'm nominating myself to be appointed director to handle further proceedings and taking on that liability."

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We understand that this triggered a flurry of emails amongst the former officers and directors which resulted in Deifer being purportedly 'reappointed' as director for the purpose of filing the assignment into bankruptcy. Unfortunately, Deifer's 'reappointment' failed to comply with the formal OBCA requirements and with Article 3.04 of the Bylaws, seen above, which provides that "[d]irectors shall be elected to hold office" by the shareholders of the Company. The Bylaws are also specific on the mode and manner in which a shareholders meeting is to be called for the purpose of electing a director.

Following De Longhi's resignation on April 28th, 2020, the only option open to the shareholders to re-elect Deifer was to call a meeting of shareholders pursuant to Article 9 of the Bylaws for that purpose. No such meeting was called or held, and there was no other path to reinstatement. Deifer's alleged reappointment was therefore invalid, and, as such, he had no authority –ostensible or otherwise –to execute documents on behalf of the Company in connection with the assignment into bankruptcy dated April 30th, 2020.

At the June 4th First Meeting of Creditors ("FMC"), the Trustee's legal counsel expressed her position that Deifer was properly re-elected following his March 24th resignation. As noted above, Ms. Fell's opinion is incorrect. Further, as of April 28th, 2020, the Trustee had *actual knowledge* that all directors had resigned.¹ The Trustee was aware that there was an issue with respect to the validity of the assignment, and was therefore subject to a duty to ensure the assignment was supported by the appropriate corporate resolutions and other formalities. The Trustee failed to do so.

Conflict of Interest:

We submit that both the Trustee and the Trustee's legal counsel are in a conflict of interest. Our reasons are as follows:

(a) Solicitor Fell:

On March 24th, 2020, Deifer reported to the shareholders that he had been in contact with Ms. Fell and had discussed the possibility of a restructuring with her, including options to engage a DIP lender. Deifer also indicated that Ms. Fell would contact some "smaller trustees" on his behalf. Coincidentally, on the same day as his consultation with Ms. Fell, Deifer resigned as a director of the Company.

As you are aware, it is common for Directors to resign in anticipation of the filing of an assignment by the corporation. Given the proximity between his discussion with Ms. Fell and his resignation, it appears likely that Deifer was advised by Ms. Fell that a resignation would be appropriate in anticipation of the assignment. In our view, if Ms. Fell advised Mr. Deifer on *any* aspect of the assignment process, which it clearly appears that she did, then she is conflicted in representing the Trustee.

¹ As per Deifer's email on April 29th, 2020.

June 23, 2020

It is our position that Deifer's resignation was the first in a series of steps taken by Deifer, De Longhi and Phifer (the "Controlling Shareholder Group") to organize their affairs prior to filing the voluntary assignment. Further, we believe based on this groups past conduct,, including statements made by Deifer, De Longhi and others that the minority shareholders were interfering with their plans to attract new investment, it appears as though this groups intention in filing was to defeat the claims of legitimate creditors and to oppress and alienate certain minority shareholders. At least three shareholders have reported that Deifer told them in January, 2020, that his intention was to eliminate the minority shareholders in the Company going forward.

At the FMC, Ms. Fell acknowledged that she was aware that Deifer had resigned on March 24th but advocated that he was properly re-elected following that resignation. Again, this opinion is clearly incorrect. In addition, the fact that Ms. Fell was aware of these facts and was even prepared to speak to the validity of Deifer's appointment at the FMC despite the issue not having been raised prior to the meeting indicates that Ms. Fell had discussed this issue with either the Trustee or Deifer in advance.

Ms. Fell also expressed her opinion in respect of her own alleged conflict of interest, in her capacity as Estate solicitor saying that her initial contact with Deifer and subsequent retainer by the Trustee was not a conflict. That determination ought to have been undertaken by independent counsel, adding to our concerns with respect to Ms. Fell's independence and impartiality in respect of the creditors of the Estate.

It is our position that *if* Ms. Fell did, in fact, provide advice to Deifer in his personal capacity in respect of the insolvency process, on March 24th or otherwise (no matter how extensive), then she ought not to have accepted the engagement as Estate counsel. This is a question of fact, based on all the surrounding circumstances, as to whether Deifer reasonably believed that Ms. Fell was advising him in his personal capacity and not providing advice to the Company *per se*. The facts are clear that on March 24th Deifer contacted Ms. Fell, and on the same day he resigned in anticipation of filing.

(b) The Trustee:

Rather than properly consider the objection to Ms. Fell's engagement, the Trustee dismissed this concern out of hand and allowed Ms. Fell to vigorously defend the alleged conflict in person at the FMC and again at the First Meeting of Inspectors ("FMI"). As noted in Ms. Fell's letter of June 11th, 2020, the Trustee also provided Ms. Fell with access to Deifer's email accounts for the purpose of presenting a defence to the alleged conflict of interest issue.

In our view, the Trustee failed to duly consider the conflict of interest issue. The Trustee should have, at a minimum, sought an independent legal opinion and ought to have conducted an interview of Deifer, Phifer, De Longhi and the other shareholders, as necessary. Instead, the Trustee accepted a legal opinion from Ms. Fell on her own alleged conflict of interest. We understand that the Trustee only interviewed Deifer some ten (10) days later after one of the Inspectors, Mr. Singh of Next Bee Media, abstained from voting at the FMI on the issue of Ms. Fell's appointment. Faced with a potential two (2) to one (1) vote against Ms. Fell's appointment, the Trustee adjourned the meeting and then purportedly interviewed Deifer.

June 23, 2020

Following this adjournment, the Trustee called a second meeting of Inspectors, tabled the motion for the second time, and it passed with Mr. Singh voting for Ms. Fell's retention.

Conduct of the First Meeting of Creditors

We take issue with a number of matters raised at the FMC and the conduct of that meeting.

(a) Background:

By way of letter dated May 21st, 2020, we wrote to the Trustee seeking a postponement of the FMC on the basis that Mr. Di Iorio had inadequate time to prepare, had serious concerns about the Statement of Affairs filed, and was of the view that the voluntary assignment was invalid. We also informed the Trustee that the Covid 19 pandemic had created some practical issues for Mr. Di Iorio in providing instructions to us as counsel. We pointed the Trustee to the omnibus order of the Ontario Superior Court dated April 27, 2020², which in our view, required a postponement of the FMC beyond the time frame prescribed by the Act.

The Trustee replied to this request by email of event date saying he was aware of the Omnibus Order but that, as the OSB had accepted the date for the FMC, he was happy to proceed. We are confused as to why the opinion of the OSB was at all relevant to the interpretation of the Omnibus Order. The Trustee further added that he was "indifferent" as to whether there was an adjournment and further, noted that Mr. Di Iorio's Proof of Claim was deficient. At the meeting later that day, we requested a postponement of the FMC to obtain our client's file from his former counsel. The reason for our request was made clear to all parties and a vote was called as to a postponement. The vote passed and the meeting was postponed to June 4th, 2020.

On June 3rd, 2020, a revised Proof of Claim was submitted with the promissory notes attached.

(b) Motion for a Substituted Trustee:

Prior to the June 4th FMC, our client contacted Phil Clarke at Grant Thornton to confirm that Grant Thornton would be willing to act as a substitute trustee due to the perceived conflict of interest and potential negligence issues identified above. We are informed by Mr. Clarke that he placed a courtesy call to Mr. Dodick approximately one hour before the meeting and was informed by Mr. Dodick that the Trustee would "block" Mr. Di Iorio from voting at the FMC because his Proof of Claim did not attach his security prior to the initial May 21st meeting date. This position is completely illogical, given that the May 21st meeting was postponed specifically to allow Mr. Di Iorio the opportunity to obtain his files and file a revised Proof of Claim including proper security so that he could participate in voting.

At the same time as Mr. Dodick was speaking with Mr. Clarke, we received an email from Ms. Fell imploring us not to replace Mr. Dodick and assuring us that he was "completely independent and will work with the creditors, including Anthony". We replied to that email and indicated our intention to proceed with the motion to substitute Mr. Dodick.

² Ontario Court File Number: 312597721 (in the matter of the proposal of Stephen Francis Podgurski) (the "Omnibus Order")

June 23, 2020

At the meeting, Mr. Dodick began by outlining that he would not allow Mr. Di Iorio the opportunity to vote for the reasons outlined above. He went on to say he had confirmed his decision by obtaining a "legal opinion" (presumably from Ms. Fell) and through speaking with the OSB. Despite the fact Mr. Di Iorio could not make the motion, another creditor – Natalie Ochrym, made the motion to replace Mr. Dodick.

In reply, Mr. Dodick took the additional step of informing the creditors that such a motion was "very rare", at which point Ms. Fell interjected and reminded Mr. Dodick to explain a certain alleged "conflict issue". After being prompted by Ms. Fell, Mr. Dodick goes on to say that "while [he] didn't know this for a fact" he "had heard" that Mr. Di Iorio was in a "competing business" and that this might be a factor for the creditors to consider when deciding on whether to replace Mr. Dodick as Trustee.

In short, Mr. Dodick and Ms. Fell actively and inappropriately attempted to influence the voting at the FMC by making unsubstantiated allegations against Mr. Di Iorio (implying that he had some nefarious or ulterior motive for seeking a replacement Trustee), while at the same time attempting to suppress any discussion about their own alleged conflict of interest or any other comments that might reflect poorly on the Trustee.

Following this discussion regarding conflicts, Brenda McKnight of Mr. Dodick's office tallied the claims submitted³. The votes were counted as NextBee and Phifer against substitution, and Ochrym and Lalka for substitution. While Mr. Di Iorio was prevented from voting, we asked that the record reflect we would have voted for the motion to substitute the Trustee had we been allowed. The end result was that, by discounting Mr. Di Iorio's vote, the Trustee (and Ms. Fell) effectively defeated the motion and retained the file. Had Mr. Di Iorio's vote been counted, Mr. Dodick and Ms. Fell would have been removed from the file.

(c) The Trustee's Failures at the FMC:

For context, we note the following provisions of the Act:

Chair may admit or reject proof

108 (1) The chair of any meeting of creditors has power to admit or reject a proof of claim for the purpose of voting but his decision is subject to appeal to the court.

Accept as proof

(2) Notwithstanding anything in this Act, the chair may, for the purpose of voting, accept any letter or printed matter transmitted by any form or mode of telecommunication as proof of the claim of a creditor.

³ *NextBee Media: 60,971.50*
Walter Lalka; 11,012.58
Daniel Phifer: 10,155.65
Natalie Ochrym: 36,112.41
Anthony Di Iorio: 162,681.00 (Not allowed to Vote)

June 23, 2020

In case of doubt

(3) Where the chair is in doubt as to whether a proof of claim should be admitted or rejected, he shall mark the proof as objected to and allow the creditor to vote subject to the vote being declared invalid in the event of the objection being sustained.

Right of creditor to vote

109 (1) A person is not entitled to vote as a creditor at any meeting of creditors unless the person has duly proved a claim provable in bankruptcy and the proof of claim has been duly filed with the trustee before the time appointed for the meeting.

Persons not entitled to vote

113 (3) The following persons are not entitled to vote on the appointment of a trustee — and except with the permission of the court and on any condition that the court may impose, the following persons are not entitled to vote on the appointment of inspectors:

- (a) the father, mother, child, sister, brother, uncle or aunt, by blood, adoption, marriage or common-law partnership, or the spouse or common-law partner, of the bankrupt;
- (b) where the bankrupt is a corporation, any officer, director or employee thereof; and
- (c) where the bankrupt is a corporation, any wholly owned subsidiary corporation or any officer, director or employee thereof.

Claims provable

121 (1) All debts and liabilities, present or future, to which the bankrupt is subject on the day on which the bankrupt becomes bankrupt or to which the bankrupt may become subject before the bankrupt's discharge by reason of any obligation incurred before the day on which the bankrupt becomes bankrupt shall be deemed to be claims provable in proceedings under this Act.

And the Bankruptcy and Insolvency General Rules (C.R.C., c. 368) (the "General Rules");

39 Trustees shall be honest and impartial and shall provide to interested parties full and accurate information as required by the Act with respect to the professional engagements of the trustees.

40 Trustees shall not disclose confidential information to the public concerning any professional engagement, unless the disclosure is

- (a) required by law; or
- (b) authorized by the person to whom the confidential information relates.

41 Trustees shall not use any confidential information that is gathered in a professional capacity for their personal benefit or for the benefit of a third party.

June 23, 2020

i) Refusing to allow Anthony Di Iorio to vote:

In our view, the Trustee has exhibited bias towards Mr. Di Iorio on several occasions, both before and after the FMC. Firstly, there appeared to be no recognition that these proceedings were being commenced and processed during the Covid-19 pandemic, and no consideration given to the Omnibus Order. Had the vote not favoured postponement, the Trustee would have proceeded with the FMC on May 21st, to Mr. Di Iorio's detriment.

With respect to the alleged deficiency in Mr. Di Iorio's Proof of Claim, the general approach of Trustees and the Courts is to be inclusive of creditors wherever possible, particularly when dealing with creditors holding a significant portion of the overall claims against the Estate. Mr. Di Iorio is the largest creditor by dollar value in this Estate. While we accept that s.109(1) provides that a proof of claim must be filed with the Trustee before the time appointed for the meeting, (a) it does not specify that this means the original date in the event of a rescheduling, and (b) it is well accepted that this is guidance only⁴. A fair and reasonable approach which is in keeping with the remedial nature of the Act would have been to allow the Proof of Claim for voting purposes and there could not have been any viable opposition to this because, as of the date of the rescheduled FMC, the completed Proof of Claim was in hand.

ii) Allowing Dan Phifer to vote:

In stark contrast to the position taken against Mr. Di Iorio, the Trustee completely ignored the rules as they related to Phifer's voting and his appointment as Inspector. The Trustee was aware at the FMC that Phifer was a former director and employee of the Debtor company. As seen above, s.113(b) of the Act provides that a former employee or director cannot vote on the appointment or substitution of a Trustee. To allow Phifer a vote on this matter was in clear violation of the Act and should not have been counted. The same section also disqualifies Phifer, as a former director and employee, from nominating himself as an Inspector or from voting on the appointment of Inspectors, which he likewise did.

We take the position that Phifer cannot serve as an Inspector of this Estate, and that any votes cast by him in that capacity should not be counted, and further, that he be removed.

iii) Improper Attempt to Suppress Relevant Discussion and to Influence the Vote:

As noted above, the Trustee made bald allegations that Mr. Di Iorio was in an alleged conflict of interest during the deliberations on the motion to remove him as Trustee, in an apparent effort to influence opinions and defeat the motion. This information, which the Trustee admitted he did not "know for a fact", was obtained in the course of his duties as Trustee.

Section 39 of the Act requires Trustees to be honest and impartial and to provide full and accurate information to the creditors. Given the seriousness of the allegation against Mr. Di Iorio, the Trustee had a positive obligation to confirm that the information was true, accurate and relevant before disseminating it at a meeting of creditors. The Trustee's use of unfounded

⁴ Holden and Morawetz – page 638

June 23, 2020

and unsubstantiated information at the FMC for his own benefit and to Mr. Di Iorio's detriment was a clear violation of s.41 of the General Rules.

iv) Continued Breaches by the Trustee:

As you are aware, in addition to sitting as legal counsel for Mr. Di Iorio, we also have accepted the role as Inspector of the Estate, to act in the best interests of all creditors. We submit that the Trustee's improper conduct has continued at both meetings of Inspectors held subsequent to the FMC. That conduct includes, but is not limited to, (1) continued improper interference in proceedings by the Trustee's legal counsel (with the Trustee's encouragement and consent), (2) improper attempts to suppress a motion to call a second meeting of creditors for the purposes of discussing the Trustee's and counsel's alleged conflicts, (3) refusal or deliberate tardiness in providing Proofs of Claim and meeting minutes, and (4) exhibiting clear bias towards certain Inspectors.

Next Steps:

At this point, our client has limited options to address the foregoing issues amicably, though it would be our preference to do so.

It is clear that the Trustee does not have the support of the majority of creditors – at least not those who can vote on his appointment or substitution. Further, two of four inspectors voted against the appointment of Ms. Fell – and her appointment was only confirmed with the Trustee deciding the vote (see above regarding conflicts of interest).

It is Mr. Di Iorio's position that the Trustee and counsel should be replaced.

The first option is voluntary withdrawal. If the Trustee is willing to step back voluntarily, Grant Thornton has agreed to step in as substitute Trustee. We suggest that would be the preferable course of action. Mr. Di Iorio would not oppose appropriate measures to ensure that the Trustee and Ms. Fell are paid for the work they have done, provided that their fees for services rendered are reasonable.

The second option is to conduct a second meeting of creditors for the purpose of tabling a motion before the general body of creditors asking that the Trustee be removed. We take the position that neither Phifer or Lumar Power Tech are entitled to vote on the issue of the substitution or appointment of the Trustee.

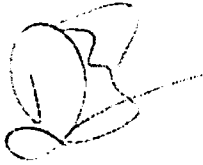
The third, and least preferable, option is to bring a motion requesting the Court to address all of the issues above and ask the Court to overturn the decision of the Trustee at the FMC to block Mr. Di Iorio from voting. If Mr. Di Iorio is forced to take that route, he will be seeking his costs on a fully indemnified basis against the firm of Dodick Landau.

We would ask that you provide your reply by 5:00 p.m. EST on Friday, June 26th. Failing a satisfactory reply by that date, then we assume no amicable resolution can be reached.

June 23, 2020

Finally, we note this letter is presented on a without prejudice basis, and is not meant to waive any right our client has to take further appropriate steps in the interim period.

Yours very truly,

A handwritten signature in black ink, appearing to read "Darren D. O'Keefe". The signature is stylized with a large, looped initial "D" and a long, sweeping horizontal stroke at the end.

Darren D. O'Keefe

CC: Jeff Simpson
Torkin Manes

Information for Inspectors of Fan Integrated Experiences Ltd. ("FIE")

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Wed, Jul 15, 2020 at 11:04 AM

To: Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Brenda McKnight <brenda.mcknight@dodick.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>

Mr. Dodick:

I would suggest you also add the existing shareholders to the potential purchasers list so they might participate in the process.

Regards,

Darren

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 570 5776 Web coxandpalmerlaw.com

Address Suite 1000 Scotia Centre 235 Water Street St. John's NL

From: Rahn Dodick <rahn.dodick@dodick.ca>**Sent:** Tuesday, June 30, 2020 6:00 PM**To:** Rahn Dodick <rahn.dodick@dodick.ca>**Cc:** Brenda McKnight <brenda.mcknight@dodick.ca>; Naomi Lieberman <naomi.lieberman@dodick.ca>**Subject:** Information for Inspectors of Fan Integrated Experiences Ltd. ("FIE")

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Information for Inspectors of Fan Integrated Experiences Ltd. ("FIE")

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Thu, Jul 23, 2020 at 11:57 AM

To: Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Brenda McKnight <brenda.mcknight@dodick.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>

Mr. Dodick,

I'm following up on the email below.

Our client, Anthony Di Iorio, is interested in submitting a bid for the assets of FIE. He received your package last week. In the event he wants to participate in the bid process, I would obviously recuse myself as a Inspector in deliberating on any bids or assessing the merits of Mr. Di Iorio's bid. If it was deemed necessary, I could also tender my resignation as an Inspector to facilitate his participation.

Subject to the foregoing, could you please confirm if you have any objection to Mr. Di Iorio participating in the sales process and submitting a bid for the assets. As the time for making a submission is tight, we would appreciate your earliest reply.

[Quoted text hidden]

Information for Inspectors of Fan Integrated Experiences Ltd. ("FIE")

Rahn Dodick <rahn.dodick@dodick.ca>

Thu, Jul 23, 2020 at 12:38 PM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Brenda McKnight <brenda.mcknight@dodick.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, Caitlin Fell <cfell@wfkllaw.ca>

Mr. O'Keefe,

The Trustee does not have any objection to Mr. Anthony Di Iorio participating in the sales process and bidding on the assets.

As he is a related party, and you are his legal counsel and an Inspector, we would need to obtain the Court's approval of a sale to him or a party related to him.

Under the circumstances, I would prefer if you tender your resignation as Inspector to avoid any appearance of conflict. As well, I would expect that Mr. Di Iorio, or yourself as proxy for Mr. Di Iorio at a subsequent meeting of the creditors not nominate, or vote on any nomination made by another creditor, for a replacement inspector, or any additional Inspector added to the Inspectors' committee, in order to again avoid the appearance of a conflict.

In summary, any offer from Mr. Di Iorio has to stand on its own merits and abide by the terms of our sales process. As well, I want to avoid any further distractions!

I've attached the CA for Mr. Di Iorio to sign. Once it is returned signed, please advise whether he intends to carry-out due diligence and, if so, what information he requires.

Regards,
Rahn

Rahn Dodick, CPA, CA, CIRP, LIT | President

Dodick & Associates Inc. and Dodick Landau Inc.

4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4

Phone: [416 645 0552](tel:4166450552) | Mobile: [416 520 6455](tel:4165206455) | Fax: [416 649 7725](tel:4166497725)rahn.dodick@dodick.cawww.dodick.ca

[Quoted text hidden]

3 attachments **FIE Confidentiality Agreement - June 2020 - Final.pdf**
87K **Teaser - Sale Description -June 23 2020 - Final.pdf**
170K **Fan Integrated Experiences Ltd. - Bidding Procedures - Provided to Inspectors on June 11 2020.pdf**
172K

Fan Bidding Process

Jeffrey Simpson <jsimpson@torkinmanes.com>

Mon, Jul 27, 2020 at 7:09 PM

To: "rahn.dodick@dodick.ca" <rahn.dodick@dodick.ca>, "cfell@wfkllaw.ca" <cfell@wfkllaw.ca>

Cc: "dokeefe@coxandpalmer.com" <dokeefe@coxandpalmer.com>, Anthony Di Iorio <anthony@decentral.ca>, "Taylor, Megan (St. John's)" <mtaylor@coxandpalmer.com>

Rahn and Caitlin: I thought it would be helpful to confirm in an email our discussion of Friday afternoon in respect of the bidding process for the assets of Fan. As we discussed, our client is in the process of compiling a due diligence list and a list of questions related to the assets of the bankrupt to be tendered to the trustee as part of a due diligence process in respect of the Fan assets. We anticipate providing that list shortly.

In our discussion, the trustee agreed to a reasonable extension of the bid deadline to permit our client to conduct its due diligence and to permit the trustee sufficient time to address our client's requests, and to permit our client sufficient time to formulate a bid, if that is what he wishes to do. We confirm that we have not committed our client to making a bid, but that the extension has been requested in good faith to allow him to conduct due diligence in order to determine if he wishes to do so.

I further confirm that we have agreed for the moment to hold off commencing any motion in respect of our client's issues with the administration of this estate. That being said, our client has not made any commitments in that regard, and has not released the trustee in any way and reserves the right to bring before the court any and all issues related to the estate, commencing with the first meeting of creditors. As I said during our call, this matter may yet end up in litigation.

I confirm that we discussed a minimum extension of the bid deadline of two weeks, and potentially longer, based on the time that the trustee estimates it may take to address our client's due diligence items. As we discussed, the trustee will propose the length of the extension (at a minimum two weeks) once it receives our client's due diligence request. We appreciate that any extension of the time for submission of bids will apply to all potential bidders.

Given the nature of the assets involved, our client's due diligence may require the input of company management, or for the trustee to at least request certain information from the appropriate parties. We are requesting the trustee's assistance in that regard.

In addition, our client would appreciate receiving any information or documentation provided to any of the other bidders as part of their due diligence, as we assume the trustee must be receiving similar requests from other bidders. We acknowledge that any information provided to our client in connection with its bid can and will be provided to all bidders (and vice versa) such that all potential bidders have the identical information.

In addition, I believe the bid terms contain a reference to a draft APA in a form to be proposed by the trustee. Would you provide us with a copy of the form of APA that the trustee would propose? While we appreciate that no bid has been selected for acceptance, and the parties would not normally start discussing the terms of an APA at this stage of the process, our request is not intended to commence negotiating the agreement itself prematurely, but to assist our client in understanding in detail the terms that are typical for this type of transaction, which is directly relevant to his bid, if any. An early copy of the trustee's proposed form of APA may be helpful in that regard.

Jeffrey Simpson

Tel: 416-777-5413

Fax: 1-888-587-9143

jsimpson@torkinmanes.com

VCard

Torkin Manes LLP

Barristers & Solicitors

**Named Canada's Regional Law Firm of the Year by Chambers and Partners
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Fan Bidding Process

Rahn Dodick <rahn.dodick@dodick.ca>

Mon, Jul 27, 2020 at 7:35 PM

To: Jeffrey Simpson <jsimpson@torkinmanes.com>

Cc: "cfell@wfkaw.ca" <cfell@wfkaw.ca>, "dokeefe@coxandpalmer.com" <dokeefe@coxandpalmer.com>, Anthony Di Iorio <anthony@decentral.ca>, "Taylor, Megan (St. John's)" <mtaylor@coxandpalmer.com>

Jeff,

Thank you for your email.

I would like to just clarify that while we did discuss a potential extension to the timeline of 1-2 weeks we didn't agree to extend the timeline yet or to any minimum. We agreed to review the due diligence list once received and we can then determine the amount of time needed for both sides to provide and review the information that is available. As discussed, we will have to notify the other interested parties of any extension, therefore, we need your due diligence list asap.

We have not as of yet published a form of APA. However, it will look like a standard asset sale APA by a Trustee which I'm sure you have seen many times in the past.

While we did not discuss this on our call, the Trustee now understands from speaking with management that Mr. Di Iorio and his group have previously done due diligence of the APP and the business operations when reviewing the opportunity for purposes of investment. In the interest of time and expense, we do not expect that a repeat of any past due diligence would be requested since nothing material would have changed since then. We can arrange a meeting with management that would provide any updates needed.

The Trustee will assist in gathering the information requested once a list is provided and management is available to assist the Trustee.

Attached again is the CA which all interested parties are required to sign prior to receiving any information.

Regards,
Rahn**Rahn Dodick, CPA, CA, CIRP, LIT | President**

Dodick & Associates Inc. and Dodick Landau Inc.

4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4

Phone: [416 645 0552](tel:416-645-0552) | Mobile: [416 520 6455](tel:416-520-6455) | Fax: [416 649 7725](tel:416-649-7725)rahn.dodick@dodick.cawww.dodick.ca

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 FIE Confidentiality Agreement - June 2020 - Final.pdf
87K

Fan Integrated Experiences

Jeffrey Simpson <jsimpson@torkinmanes.com>

Wed, Jul 29, 2020 at 6:10 PM

To: "rahn.dodick@dodick.ca" <rahn.dodick@dodick.ca>, "cfell@wfkllaw.ca" <cfell@wfkllaw.ca>

Cc: "dokeefe@coxandpalmer.com" <dokeefe@coxandpalmer.com>, Anthony Di Iorio <anthony@decentral.ca>

Please see attached letter and attachments.

Jeffrey Simpson

Tel: 416-777-5413

Fax: 1-888-587-9143

jsimpson@torkinmanes.com

VCard

Torkin Manes LLP

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3 attachments

-  **trustee letter July 29_20.DOCX**
103K
-  **NLDOCS-#730096-v1-Due_Diligence_List_(FIX)_28_Jul_20.doc**
75K
-  **Confidentiality_Agreement__Edits__29_Jul20_Signed.pdf**
1186K

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July 29, 2020

Sent via E-mail rahn.dodick@dodick.ca

Dodick Landau Inc.
4646 Dufferin St., Suite 6,
Toronto, ON, M3H 5S4

ATTENTION: Rahn Dodick

Dear Mr. Dodick:

Re: Bankruptcy of Fan Integrated Experiences Ltd.

As you know, we are co-counsel to Anthony Di Iorio in this matter. As you also are aware, Mr. Di Iorio has expressed interest in submitting a bid to purchase the assets of the bankrupt company from the estate.

To that end, please find enclosed an executed confidentiality agreement as requested by the trustee.

We attach a due diligence checklist prepared by our client in conjunction with his professional advisors. We appreciate that the trustee may not be the best-positioned party to address some of our client's requests, and we confirm the trustee's offer to arrange a Zoom meeting or conference call with former company management in order to assist our client in the due diligence process, for which we thank you in advance.

We ask that you advise us of the names of the members of former management with whom you propose to arrange that call/meeting, and that you canvass availability dates with those parties as well as Mr. Di Iorio and his counsel, and to arrange that meeting as soon as possible.

In addition to a discussion with former management, once the trustee has had the opportunity to review the attached due diligence checklist, a conference call between the trustee, our client, and counsel might be productive, for the purpose of a discussion regarding what items on the due diligence list the trustee can and will produce or address, and which items may be problematic for the trustee.

We also confirm our discussion and exchange of emails regarding an extension of the time for our client to submit a bid (if he chooses to do so) to permit the trustee to address the due diligence items and to afford sufficient time for our client to digest the information and formulate his bid (if any). We are proceeding on the understanding that a reasonable extension will be granted, on the basis that the extension will not result in prejudice to any party, and also on the basis that it is very possible (but we wish to stress, no commitments whatsoever can be made at this time) that our client will ultimately submit the highest and best offer, to the benefit of the creditors of the estate. The length of that extension is what is under discussion between us.

The difficulty with a simple extension of time is that we do not yet know when the meeting with former company management may take place, nor do we know at this point how long it will take the trustee to address the items on the attached due diligence list. Accordingly, the only way to approach this process that ensures that our client will have a reasonable opportunity to make an informed decision is to extend the deadline for a period of time, we suggest two weeks, from the date that this due diligence period has been completed.

In other words, our client will have two weeks to submit a bid after the date on which both of the following have occurred: (a) the trustee has provided all information and documents to our client that it is able and willing to produce; and (b) our client has had a reasonable opportunity to meet with former management and to have a reasonable exchange of information with them. The very purpose of the extension will be defeated if, for example, we agree to a two week extension and the information is delivered to our client on the 13th day. We are not suggesting that the trustee would intentionally “run out the clock” in this manner, but it may take 13 days, or longer, for the trustee to do what it needs to do.

As we have said previously, we have no issue with the other potential bidders being given the same extension that would apply to our client, or to the trustee sharing the exact same information that will be provided to our client with any other potential bidders. In fact, the trustee may wish to utilize the response to our client’s due diligence list in the form of a supplemental bid package that could be sent out to all parties who have signed a confidentiality agreement, as we assume the other potential bidders are making similar enquiries of the trustee.

As a starting point, we note that no data room has been established and that no meaningful list of assets was included in the bid package. Obviously, the first question any bidder will want to ask is: “what am I buying”? Would the trustee please be kind enough to compile in as much detail as possible a list of the physical assets of the company? As you can see from attached due diligence list, our client is also seeking production of any third-party contracts that are being offered for sale, copies of any and all agreements that the company was a party to that affect the assets being purchased, and a list of the software elements of the assets that will enable our client’s technical advisors to understand exactly what it is that the trustee proposes to sell. The asset listing would be a useful starting point. .

To summarize our client's position: given the nature of the business and assets of the bankrupt company, the size of this estate, and taking into account the trustee's duty to maximize the value of the recovery for the creditors, we are requesting that the trustee work cooperatively with our client in a full and fair due diligence process (in terms of information gathering and document disclosure – obviously, we understand that the trustee is required to be completely impartial with respect to which party ultimately will be the successful bidder).

We make these requests in good faith, as an alternative to a litigation process that will surely be significantly more costly for all the parties involved.

Yours truly,

Torkin Manes LLP

Per:

original signed by:

Jeffrey J. Simpson

JJS/jj

cc. Caitlin Fell
Darren O'Keefe
Anthony Di Iorio

Potential Acquisition of Assets
FAN INTEGRATED EXPERIENCES INC. (in Bankruptcy)
Due Diligence Request List

July 29, 2020

Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, Ontario, M3H 5S4
Attn: Rhan Dodick
By Email:

Dear Mr. Dodick:

Re: Fan Integrated Experiences Inc. (the "Company")

Set out below is a list of the documents which we require to complete our documentary due diligence in connection with the proposed acquisition of the assets of the Company.

Constating Documents and Other Documents Relating to the Company

1. A complete set of the articles and by-laws of the Company.
2. Minute books or location and time at which we may review the Company's minute books, including a complete set of minutes and resolutions of the directors (and of any committees thereof) and shareholders of the Company.
3. Copies of all press releases or customer communications issued by the Company for the past 3 years.
4. Copy of current corporate structure (*i.e.*, subsidiaries, joint ventures, ownership splits).
5. Copies of all shareholder agreements affecting the Company (or any of its subsidiaries) the Company.
6. A list of all assumed, fictitious or other business names which the Company or any of its subsidiaries has used to conduct business.
7. Copies of any publicly filed documents respecting directors and/or officers of the Company, other than those filed on SEDAR.
8. Copies of any reports regarding executive compensation and reflecting upon internal corporate controls.

Financing Matters

1. Copies of all agreements with lenders, existing or prospective, or investors, existing or prospective, of the Company with respect to the available credit facilities of the Company, or any proposed investment, including terms sheets or discussions papers.

2. Copies of any valuations performed in respect of the Company.
3. Copies of all documentation in connection with any government sponsored loans, government assistance programs, grants, subsidies, etc.
4. Copies of all loan agreements, promissory notes, indentures, guarantees, lines of credit, letters of credit, security agreements, pledges and other evidence of indebtedness or any obligation of any person (other than in the ordinary course of business) with respect to the Company.

Financial Statements

1. The audited and unaudited financial statements of the Company and the notes thereto which have been prepared for the past 3 years and the most recently prepared quarterly statements.
2. Any monthly or interim reports prepared by or for management concerning financial or operating matters for the past 3 years.
3. Copies of any letters from counsel to the Company to the Company's auditors with respect to current, pending or threatened lawsuits or litigation or regulatory actions by or against the Company.
4. Copy of budget for current fiscal year and ensuing fiscal year.
5. All records of past claims for scientific, research and experimental development expenses ("SR&ED claims") under the *Income Tax Act* (Canada).
6. Details of technical descriptions and financial cost calculations to support any past and anticipated SR&ED claims, including (i) details regarding technological goals and procedures for data collection and repetitive testing, and (ii) a breakdown of expenses incurred within Canada and expenses incurred outside of Canada.
7. All materials concerning any tax audit, including any reports prepared by technological advisors to tax authorities.

Auditors and Tax Matters

1. Copies of any memoranda or post-audit reporting letters of the auditors of the Company regarding proposed changes in accounting policies of the Company, if any.
2. A list describing any ongoing tax disputes together with copies of reports, correspondence, etc., relating to pending federal, provincial, state or other tax proceedings, assessments, or investigations, etc.
3. Copies of any tax agreements relating to the Company.

Management and Employees

1. Copies of all employment contracts involving the officers of the Company or any significant employees of the Company, including any arrangements proposed to be entered.
2. Copies of all standard non-compete/confidentiality/non-solicitation agreements.

Investors, Customers and Markets

1. Copy of pipeline of investors and customers, including discussion of status, potential investment terms, selling prices, and listing of timelines for potential wins.

2. Copy of detailed sales, marketing and promotional plans/ programs.
3. Copies of any sales and marketing information relating to all clients of the Company.

Competition

1. Materials regarding competition and industry infrastructures including a comparison of the Company's top competitors in each market segment.
2. Copies of any analysts' reports on the Company or on any of its competitors.
3. Copies of any recent analyses of the operations of the Company prepared by investment bankers, management consultants, accountants or others, including marketing studies, credit reports and other types of reports, financial or otherwise.

Material Contracts

1. Copies of any agreements with respect to any strategic business relationships (as well as joint ventures).
2. Copies of all distribution agreements.
3. Copies of all contracts with major customers.
4. Copies of all indentures, contracts, agreements, licenses, royalty agreements, R&D agreements and other documentation material to the business affairs or operations of the Company not referred to above.
5. Copies of any other material licenses, permits, approvals, consents, technology agreements or other similar documents relevant to the business of the Company and confirm the good standing thereof, including all reports filed and significant correspondence with any regulatory agencies.

Government Regulation

1. Copies of reports filed and significant correspondence with any provincial or federal regulatory agencies by the Company.

Intellectual Property

1. A list of all trademarks, patents, patents pending, copyrights or other intellectual property in respect of the Company, including a list and description of the Company's trademarks, patents, copyrights, and domain names used, owned, required or under development by the Company, indicating whether issued, in the application stage, or unregistered ("IP Rights").
2. Copies of all documentation relating to IP Rights, including, but not limited to,
 - (a) any claims, demands or proceedings including litigation and trademark oppositions that have been asserted against the Company or any suppliers, customers or licensees of the Company alleging that such persons have infringed, violated or appropriated the intellectual property or trade secrets or confidential information of a third party or alleging that any intellectual property of the Company is invalid or not owned by the Company, and
 - (b) any claims, demands or proceedings including litigation and trademark oppositions that have been asserted by the Company or any licensee of the Company against a third party alleging that such third party has infringed,

- violated or appropriated the intellectual property or trade secrets or confidential information of a third party.
3. Copies of any agreements such as licenses, marketing, advertising, sponsorship, linking, distribution or franchise agreements whereby the intellectual property (including trademarks, patents, copyright and/or industrial designs. Apps or web content) of the Company is licensed to a third party.
 4. Copies of any agreements such as licenses, marketing, advertising, sponsorship, linking, distribution or franchise agreements pursuant to which the intellectual property (including trademarks, patents, copyrights and/or industrial designs) of a third party is licensed to the Company.
 5. Copies of all trade secret, assignment of intellectual property and non-disclosure agreements including employee and independent contractor trade secret, assignment of intellectual property and non-disclosure agreements.
 6. Copies of all maintenance and support agreements in connection with the Company's Internet-based platform and related applications and/or hardware.
 7. Copies of any other policies or procedure documents relating to the protection of the Company's know-how and other proprietary information.
 8. Copies of any source code escrow agreements.
 9. Copies of any alpha or beta testing agreements.
 10. Copies of any research and development contracts.
 11. Where IP Rights were assigned to the Company, provide documentation of the assignment and registration with the appropriate governmental entities.
 12. Confirmation as to whether any IP Rights are held in the name of the inventor or other third party (e.g. by the founder or key employees)?
 13. Source code – How was source code created and where is it stored. Describe use of previously developed code, third-party code, and open source code.
 14. Apps – A list and description of all apps and platforms owned or developed by the Company.
 15. A list and description of any notice or claim asserted by a third party that the Company is infringing the proprietary rights of others.
 16. A list and description of any infringement by a third party of Company IP Rights.
 17. Confirmation that the Trustee has a complete set of working code, materials, passwords, and other intellectual property such that the App may be operated following a successful acquisition in the same manner as it was prior to bankruptcy.

Privacy rights and User Data

1. Description of all retained user and usage data, identifying jurisdiction of user, jurisdiction where data is retained, nature of any personally identifiable information, nature of any aggregated or anonymized data, and data protection measures.
2. Copies of all privacy policies, a description of method of user acceptance (click-through, etc.), and record keeping re acceptance.

Material Agreements

1. A list, description and copies of all material agreements involving the Company, including, without duplication:
 - (i) Confidentiality / nondisclosure agreements,
 - (ii) Licenses or agreements of any kind with respect to Company IP Rights, including development agreements,
 - (iii) Management, service, marketing and distribution agreements,
 - (iv) Consulting contracts,
 - (v) If applicable, the Company's standard terms of service / terms of use for its customers,
 - (vi) Any agreements involving the Company and related parties (e.g. directors, management, or shareholders or parties associated with a director, shareholder or management),
 - (vii) Lease agreements for office, warehouse or other real property occupied by the Company,
 - (viii) Any other agreements material to the business of the Company, or outside the ordinary course of business.
2. Identify any change of control, insolvency or other default / termination triggers in the above.

Legal Proceedings

1. Copies of all pleadings and other documents relating to any current, pending or threatened lawsuits or litigation or regulatory actions by or against the Company, including statements of claim, statements of defence, settlement agreements and audit response letters.

General

1. Copies of any appraisal or valuation of the Company.
2. Copies of any other documents or information which in your judgment are significant with respect to the business of the Company or which should be considered and reviewed in making disclosure regarding the business and financial condition of the Company to prospective investors.

Please provide your written response to this letter at your earliest opportunity indicating: (i) the documents being provided in response to each numbered request; (ii) that such documents will be sent separately; or (iii) indicating that no such documents exist.

Yours truly,

Anthony Di Iorio

Cc: Jeff Simpson, Torkin Mannes

CONFIDENTIALITY AGREEMENT

On May 1, 2020, Fan Integrated Experiences Ltd. ("FIE" or the "Company") filed an assignment in bankruptcy and Dodick Landau Inc. was appointed as Trustee in bankruptcy of the estate (the "Trustee") over the assets and undertakings of FIE.

In connection with a potential purchase of the assets of the Company, or potential investment in the Company, Anthony Di Iorio (the "Recipient") has requested the opportunity to review certain information and material relating to the Company that is confidential and proprietary in nature to assist the Recipient in conducting a preliminary assessment of the assets and business of the Company.

1. The Recipient acknowledges and agrees that (other than as provided below in Section 2) all information relating to the business, operations, assets, liabilities, plans, prospects and affairs, or to the potential purchase of the business operations of the Company or investment in the Company (the "Transaction"), which ~~has been~~ is disclosed to the Recipient, regardless of whether such information is in oral, visual, electronic, written or other form and whether or not it is identified as "confidential" (collectively, "Confidential Information") is confidential and proprietary to the Company and may not be used, transmitted, displayed, copied, or disclosed to any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association or other entity or governmental body (together, "Person"), directly or indirectly, except as expressly permitted by this Agreement.
2. Information and material provided to the Recipient under the terms of this Agreement will not be included in the definition of Confidential Information to the extent that the Recipient can demonstrate that:
 - (a) it is or becomes generally known by or is available to the public;
 - (b) it was known to the Recipient before the Recipient learned of it through ~~the Company or~~ the Trustee pursuant to this Agreement, as evidenced by documentation to that effect; or
 - (c) it is revealed to the Recipient by a third party who does so without violating any contractual or legal obligation to the Company or Trustee.
3. The Recipient will use the Confidential Information solely for the purpose of conducting a preliminary assessment of the Company in connection with a potential Transaction.
4. The Recipient will not disclose or reveal the Confidential Information in whole, or in part, to any Person other than the Recipient's directors, officers, employees, agents, advisors, representatives and consultants (collectively, "Representatives") who require access to the Confidential Information for the sole purpose of assisting the Recipient to conduct the preliminary assessment of the Company in connection with a possible Transaction and who have been advised of the terms of this Agreement and agreed to be bound by them.
5. The Recipient will use diligent precautions to prevent any Person from gaining access to, using, or reproducing the Confidential Information in a manner not permitted by this Agreement including, without limitation, keeping all Confidential Information in safekeeping when not in use.

Page 2 of 4

6. The Recipient acknowledges that the Confidential Information is the exclusive property of the Company. Except as expressly provided herein, no licence or other right to use the Confidential Information is granted to the Recipient by implication or otherwise. The Recipient agrees to keep confidential and not disclose to any Person other than its Representatives all notes, analysis, compilations, forecasts, data, studies, interpretations, or other documents prepared by, on behalf of, or for the benefit of, the Recipient that contain, reflect, summarize, analyze, discuss or review Confidential Information (collective, the "Work Papers").
7. The Recipient represents and warrants that the Recipient are not now a party to, and the Recipient will not enter into, any agreement or assignment in conflict with this Agreement.
8. ~~The Recipient acknowledges that the Trustee is not solely responsible for the Company.~~ The Recipient further acknowledges that the Trustee and the Company shall have no liability for any action, omission, statement, misstatement, representation, or warranty made by the Company or the Trustee.
9. Without limiting any other rights that the Trustee or the Company may have against the Recipient as a result of any breach of this Agreement, the Recipient agrees to indemnify and hold the Company and the Trustee (or either of them) harmless against all claims, liabilities, damages, losses, costs (including legal fees on a solicitor and his own client full indemnity basis), and expenses resulting directly or indirectly from the improper use or disclosure by the Recipient of all or any part or parts of the Confidential Information.
10. If at any time the Trustee or the Company request that the Recipient return the Confidential Information, the Recipient will immediately deliver to the ~~Proprietor~~ Trustee all copies of the Confidential Information in the Recipient's possession, and in the possession of Representatives, the Recipient will not retain other reproductions or extracts of the Confidential Information, and the Recipient will destroy, or direct that the Representatives destroy, all Work Papers.
11. The Trustee retains the right, in its sole discretion, to determine the information that will be made available to the Recipient. The Trustee will use reasonable efforts in ensuring the completeness and accuracy of the Confidential Information; however, the Trustee makes no representations or warranties of any kind regarding the content, completeness, or accuracy of the Confidential Information. The Recipient acknowledges and agrees that the Recipient will have no cause of action whatsoever against the Trustee ~~or the Company~~ or their respective directors, officers, employees, agents, advisors, representatives, or consultants if the Confidential Information is, or is alleged to be, in anyway incomplete, inaccurate, or otherwise defective.
12. If the Recipient or any of the Representatives are required by law to disclose any of the Confidential Information, the Recipient will provide the Company and the Trustee with prompt written notice of such requirement so that the Company or the Trustee may seek a protective order or other appropriate remedy. In any event, the Recipient or the Representatives will only furnish that part of the Confidential Information which is required by law and will use reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to the Confidential Information disclosed.
14. The Recipient covenants and agrees to defend, indemnify and hold the Company and the Trustee harmless against and in respect of (i) any and all losses and damages resulting from, relating or incident to, or arising out of any breach of any covenant or agreement by the Recipient made or

Page 3 of 4

- contained in this Agreement; and (ii) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including lawyer's fees) incident to the foregoing.
15. The Recipient will not communicate directly with any of the officers or employees of the Company in connection with a potential Transaction or any other matter relating to the Confidential Information and will direct all communications regarding the Company to the Trustee, unless such direct communications are approved by the Trustee in advance in writing.
 16. This Agreement shall be a continuing obligation in full force and effect for a period commencing on the date of execution and continuing for a period of two (2) years.
 17. Except as expressly permitted under this Agreement, the Recipient will not, without the Trustee's prior written consent, disclose to any other Person the fact that the Recipient has received the Confidential Information or that the Company have disclosed the Confidential Information, or disclose to any other Person that discussions are taking place regarding a potential Transaction.
 18. If the Recipient decides that they are not interested in a Transaction, the Recipient will promptly notify the Trustee of the Recipient's decision. Notwithstanding the return or destruction of any or all of the Confidential Information requested pursuant to Section 10, the Recipient will continue to be bound by the obligations of confidentiality and other obligations hereunder.
 19. The Recipient may not assign or transfer any of its rights or obligations under this Agreement, either in whole or in part without prior written consent of the Company.
 20. This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
 21. If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then this Agreement with respect to enforceable provisions will survive any such declaration. Any non-enforceable provision will be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision. No waiver of any provision of this Agreement constitutes a waiver of any other provision (whether or not similar). No waiver is binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement is not a waiver of that right. A single or partial exercise of any right does not preclude a party from any other or further exercise of that right or the exercise of any other right it may have. This Agreement may only be amended, supplemented, or otherwise modified by written agreement signed by the parties.
 22. This Agreement may be signed by original or by facsimile in one or more counterparts and upon execution in counterparts by each party to this Agreement; such counterparts together will constitute an original of this Agreement, and execution and delivery by facsimile will be legally binding upon the parties.
 23. The Recipient acknowledges and agrees that the provisions of this Agreement are for the benefit of the Company and shall be binding upon the Recipient and its Representatives.
 24. The Company and the Recipient share a common legal and commercial interest in all Confidential Information and Work Papers which is and remains subject to all applicable privileges, including solicitor-client privilege, anticipation of litigation privilege, work product privilege and privilege

Re: Fan Integrated Experiences

7 messages

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Mon, Aug 3, 2020

To: Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Caitlin Fell <cfell@wklaw.ca>, Jeffrey Simpson <jsimpson@torikinmanes.com>, Anthony Di Iorio <Anthony@decentral.ca>

Rahn - Anthony has confirmed 6:00pm for a meeting. Can you please confirm with Jerry/Dan and circulate the meeting particulars.

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com

On Aug 3, 2020, at 9:48 AM, Rahn Dodick <rahn.dodick@dodick.ca> wrote:

WARNING - This Message originated outside your organization. Please be cautious when opening attachments or clicking on links.

Darren,

Dan Phiefer and Jerry Deifer are available for a call at 6pm on either Tuesday, Wednesday or Thursday of this week. As previously mentioned, in July Dan Phiefer started a new position at Amazon so he is only available for meetings after business hours. Let me know when Mr Di Iorio's group is available to meet on any of these days/times and I'll arrange the video conference. Please have the updated CA signed before the meeting.

As Caitlin previously advised, further to Mr. Di Iorio's request, on Thursday, July 30, 2020, we extended the bidding deadline of the sales process by two weeks to Friday, August 14, 2020 and we informed the other interested parties of the extension.

As Caitlin advised, we have reviewed the due diligence list provided by Mr. Simpson. As it is a generic list there are a number of items which are not relevant to an app and IP sale. The items that are relevant and exist are available for due diligence. Once we receive the updated CA we will provide you with a link to a shared folder that will include the due diligence documents including an asset list.

Regards,
Rahn

On Sat., Aug. 1, 2020, 1:02 p.m. O'Keefe, Darren (St. John's), <dokeefe@coxandpalmer.com> wrote:

Caitlin,

As I mentioned, Jeff is on holidays this week so I will be looking after this file in his absence.

We will send you a copy of the CA with the changes you requested.

Regards,
Darren

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

[Click to visit our Cox & Palmer COVID-19 Resource Centre](#)

From: Caitlin Fell <cfell@wklaw.ca>

Sent: Saturday, August 1, 2020 2:22 PM

To: Jeffrey Simpson <jsimpson@torikinmanes.com>; rahn.dodick@dodick.ca

Cc: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>; Anthony Di Iorio <anthony@decentral.ca>

Subject: RE: Fan Integrated Experiences

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Hi Jeff

The CA is fine but for a few points

- You need a "which" in section 1
- Section 8 last sentence- any apa is as is where is, you need to put back in the trustee not having liability for any representations or warranties.

Can these changes be made and an executed version re-circulated. I understand that the trustee is ready to respond with the information requested.

Caitlin Fell

**Partner | Weisz Fell Kour
LLP**

T | 416.613.8282

C | [416.258.5843](tel:416.258.5843)

F | 416.613.8290

E | cfell@wfkllaw.ca

From: Jeffrey Simpson <jsimpson@torkinmanes.com>
Sent: Wednesday, July 29, 2020 6:11 PM
To: rahn.dodick@dodick.ca; Caitlin Fell <cfell@wfkllaw.ca>
Cc: dokeefe@coxandpalmer.com; Anthony Di Iorio <anthony@decentral.ca>
Subject: Fan Integrated Experiences

Please see attached letter and attachments.

Joffroy Simpson

Tel: 416-777-5413

Fax: 1-888-587-9143

jsimpson@torkinmanes.com

VCard

Torkin Manes LLP

Barristers & Solicitors

**Named Canada's Regional Law Firm of the Year by Chambers and Partners
 Ranked the #1 Ontario Regional Law Firm by Canadian Lawyer**

151 Yonge Street, Suite 1500
 Toronto ON M5C 2W7

torkinmanes.com

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Caitlin Fell <cfell@wfkllaw.ca>
 To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>, Rahn Dodick <rahn.dodick@dodick.ca>
 Cc: Jeffrey Simpson <jsimpson@torkinmanes.com>, Anthony Di Iorio <Anthony@decentral.ca>

Mon, Aug 3, 2020 at 8:55 PM

Darren- will you be participating in this meeting?

[Quoted text hidden]

O'Keefe, Darron (St. John's) <dokeefe@coxandpalmer.com>

To: Caitlin Fell <cfell@wfkllaw.ca>

Cc: Rahn Dodick <rahn.dodick@dodick.ca>, Jeffrey Simpson <jsimpson@torkinmanes.com>, Anthony Di Iorio <Anthony@decentral.ca>

Mon, Aug 3, 2020 at 8:57 PM

Caitlin:

I'm not sure yet, I need to confirm that with Anthony. I'll let you know tomorrow.

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com

On Aug 3, 2020, at 10:25 PM, Caitlin Fell <cfell@wfkllaw.ca> wrote:

WARNING - This Message originated outside your organization. Please be cautious when opening attachments or clicking on links.

Darren- will you be participating in this meeting?

Caitlin Fell

Partner | Weisz Fell Kour LLP

T | 416.613.8282

C | [416.258.5843](tel:416-258-5843)

F | 416.613.8290

E | cfell@wfkllaw.ca

<image001.png>

[Quoted text hidden]



image001.png
5K

Rahn Dodick <rahn.dodick@dodick.ca>

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Caitlin Fell <cfell@wfkllaw.ca>

Mon, Aug 3, 2020 at 9:06 PM

Darren,
6pm on which day?

[Quoted text hidden]

Caitlin Fell <cfell@wfkllaw.ca>

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Rahn Dodick <rahn.dodick@dodick.ca>, Jeffrey Simpson <jsimpson@torkinmanes.com>, Anthony Di Iorio <Anthony@decentral.ca>

Mon, Aug 3, 2020 at 9:07 PM

For cost containment, I would recommend counsel not be present.

Caitlin Fell

Partner | Weisz Fell Kour LLP

T | 416.613.8282

C | [416.258.5843](tel:416-258-5843)

F | 416.613.8290

E | cfell@wfkllaw.ca



From: O'Keefe, Darren (St. John's)
Sent: August 3, 2020 8:57 PM
To: Caitlin Fell
Cc: Rahn Dodick; Jeffrey Simpson; Anthony Di Iorio
Subject: Re: Fan Integrated Experiences

Caitlin:


I'm not sure yet, I need to confirm that with Anthony. I'll let you know tomorrow.

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com

On Aug 3, 2020, at 10:25 PM, Caitlin Fell <cfell@wfkaw.ca> wrote:

WARNING - This Message originated outside your organization. Please be cautious when opening attachments or clicking on links.

Darren- will you be participating in this meeting?

 **Caitlin Fell**
Partner | Weisz Fell Kour LLP
T | 416.613.8282
C | [416.258.5843](tel:416-258-5843)
F | [416.613.8290](tel:416-613-8290)
E | cfell@wfkaw.ca

From: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
Sent: August 3, 2020 8:54 PM
To: Rahn Dodick <rahn.dodick@dodick.ca>
Cc: Caitlin Fell <cfell@wfkaw.ca>; Jeffrey Simpson <jsimpson@torkinmanes.com>; Anthony Di Iorio <Anthony@decentral.ca>
Subject: Re: Fan Integrated Experiences

Rhan - Anthony has confirmed 6:00pm for a meeting. Can you please confirm with Jerry/Dan and circulate the meeting particulars.

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com

On Aug 3, 2020, at 9:48 AM, Rahn Dodick <rahn.dodick@dodick.ca> wrote:

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Darren,

Dan Pheifer and Jerry Deifer are available for a call at 6pm on either Tuesday, Wednesday or Thursday of this week. As previously mentioned, in July Dan Pheifer started a new position at Amazon so he is only available for meetings after business hours. Let me know when Mr Di Iorio's group is available to meet on any of these days/times and I'll arrange the video conference. Please have the updated CA signed before the meeting.

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Regards,

Rahn

On Sat., Aug. 1, 2020, 1:02 p.m. O'Keefe, Darren (St. John's), <dokeefe@coxandpalmer.com> wrote:

Caitlin,

As I mentioned, Jeff is on holidays this week so I will be looking after this file in his absence.

We will send you a copy of the CA with the changes you requested.

Regards,
Darren

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scolia Centre 235 Water Street St. John's NL A1C 1B6

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From: Caitlin Fell <cfell@wklaw.ca>
Sent: Saturday, August 1, 2020 2:22 PM
To: Jeffrey Simpson <jsimpson@torkinmanes.com>; rahn.dodick@dodick.ca
Cc: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>; Anthony Di Iorio <anthony@decentral.ca>
Subject: RE: Fan Integrated Experiences

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[Quoted text hidden]

{Quoted text hidden}

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
To: Rahn Dodick <rahn.dodick@dodick.ca>
Cc: Caitlin Fell <cfell@wklaw.ca>

Mon, Aug 3, 2020 at 9:09 PM

Tomorrow if possible

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com
[Quoted text hidden]

Rahn Dodick <rahn.dodick@dodick.ca>
To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>
Cc: Caitlin Fell <cfell@wklaw.ca>

Mon, Aug 3, 2020 at 10:01 PM

Both Dan and Jerry confirmed they are available for a videoconference tomorrow at 6pm. I'll send around a Zoom calendar invite in the morning.

[Quoted text hidden]

DODICK LANDAU

Rahn Dodick <rahn.dodick@dodick.ca>

(no subject)

1 message

Rahn Dodick <rahn.dodick@dodick.ca>

Tue, Aug 4, 2020 at 11:39 AM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Jeffrey Simpson <jsimpson@torkinmanes.com>, Caitlin Fell <cfell@wfkllaw.ca>, Anthony Di Iorio <anthony@decentral.ca>

Darren,

I had just sent around an email to you and Mr. Di Iorio sharing a due diligence folder on the Google Drive. It can be shared with others who are carrying out due diligence on behalf of Mr. Di Iorio and who are subject to the CA. While the meeting invitation for this evenings' meeting went to all those on the email list, my suggestion for the meeting is to have the meeting without legal counsels, and include only the business and technical people required to carry out the due diligence.

Please advise who will be in attendance before the meeting.

Regards,
Rahn

Rahn Dodick, CPA, CA, CIRP, LIT | President

Dodick & Associates Inc. and Dodick Landau Inc.

4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4

Phone: [416 645 0552](tel:4166450552) | Mobile: [416 520 6455](tel:4165206455) | Fax: [416 649 7725](tel:4166497725)

rahn.dodick@dodick.ca

www.dodick.ca



Re: Diligence Call - FIX

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Tue, Aug 4, 2020 at 12:55 PM

To: Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Jeffrey Simpson <jsimpson@torkinmanes.com>, Caitlin Fell <cfell@wfkaw.ca>, Anthony Di Iorio <Anthony@decentral.ca>

Rhan - I spoke with Anthony and he would like me to join the call to go over a couple of the questions on the due diligence list that Jeff provided last week. I understand and appreciate your comments with respect to the breath/usefulness of the list, and will try to keep my questions to those items that are relevant in the context of this file.

For your own comfort, I should also add that there is no intention on our end to approach this call in an adversarial manner.

As to the others who will be in attendance, it will be Anthony and one or two folks from his tech team. Anthony can confirm their names prior to the call if need be.

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com

On Aug 4, 2020, at 1:10 PM, Rahn Dodick <rahn.dodick@dodick.ca> wrote:

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Darren,

I had just sent around an email to you and Mr. Di Iorio sharing a due diligence folder on the Google Drive. It can be shared with others who are carrying out due diligence on behalf of Mr. Di Iorio and who are subject to the CA.

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Please advise who will be in attendance before the meeting.

Regards,
Rahn

Rahn Dodick, CPA, CA, CIRP, LIT | President

Dodick & Associates Inc. and Dodick Landau Inc.

4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4

Phone: [416.645.0552](tel:416.645.0552) | Mobile: [416.520.6455](tel:416.520.6455) | Fax: [416.649.7725](tel:416.649.7725)

rahn.dodick@dodick.ca

www.dodick.ca



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DODICK LANDAU

Rahn Dodick <rahn.dodick@dodick.ca>

(no subject)

Rahn Dodick <rahn.dodick@dodick.ca>

Tue, Aug 4, 2020 at 5:55 PM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Anthony Di Iorio <anthony@decentral.ca>, Caitlin Fell <cfell@wfkaw.ca>

Darren,

Jerry Deifer advised he can't make it. He said he will call Anthony tomorrow to answer any questions which Dan couldn't answer.

Rahn

DODICK LANDAU

Rahn Dodick <rahn.dodick@dodick.ca>

(no subject)

1 message

Rahn Dodick <rahn.dodick@dodick.ca>

Tue, Aug 4, 2020 at 6:54 PM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>, Anthony Di Iorio <anthony@decentral.ca>

Anthony,

Due diligence file with list of third parties is at the following link:

"Di Iorio\Assets and Features\Source Code"

Rahn

Rahn Dodick, CPA, CA, CIRP, LIT | President

Dodick & Associates Inc. and Dodick Landau Inc.

4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4

Phone: 416 645 0552 | Mobile: 416 520 6455 | Fax: 416 649 7725

rahn.dodick@dodick.ca

www.dodick.ca



Re: Follow Up Call with Jerry

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
To: Rahn Dodick <rahn.dodick@dodick.ca>
Cc: Anthony Di Iorio <Anthony@decentral.ca>

Wed, Aug 5, 2020 at 4:50 PM

Rhan - Would you be able to follow up with Jerry on a time for a call? We haven't heard from him today, and we need to speak to him as soon as possible so we can get our affairs in order. Anthony has plenty of time tomorrow if that can be arranged?

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com

On Aug 4, 2020, at 8:25 PM, Rahn Dodick <rahn.dodick@dodick.ca> wrote:

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Anthony,

Due diligence file with list of third parties is at the following link:

"Di Iorio\Assets and Features\Source Code"

Rahn

Rahn Dodick, CPA, CA, CIRP, LIT | President

Dodick & Associates Inc. and Dodick Landau Inc.
4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4
Phone: [416 645 0552](tel:4166450552) | Mobile: [416 520 6455](tel:4165206455) | Fax: [416 649 7725](tel:4166497725)

rahn.dodick@dodick.ca
www.dodick.ca



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Re: Follow Up Call with Jerry

Rahn Dodick <rahn.dodick@dodick.ca>

Wed, Aug 5, 2020 at 5:07 PM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Anthony Di Iorio <Anthony@decentral.ca>

Darren,

I sent him an email after our call last night asking for a call with both of you today. I just heard back from him a few minutes ago. He is working on a project and is busy. His message said that he will reach out to Anthony tomorrow to answer any questions he has. I have a feeling he is avoiding speaking with you when he doesn't have his legal counsel on the line which is why he said he was going to reach out to Anthony directly. That is just my guess.

Regards,

Rahn

Rahn Dodick, CPA, CA, CIRP, LIT | President

Dodick & Associates Inc. and Dodick Landau Inc.

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Phone: 416 645 0552 | Mobile: 416 520 6455 | Fax: 416 649 7725rahn.dodick@dodick.cawww.dodick.ca

[Quoted text hidden]

FIX Document Request

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Tue, Aug 11, 2020 at 12:15 PM

To: Rahn Dodick <rahn.dodick@dodick.ca>, Anthony Di Iorio <anthony@decentral.ca>

Cc: Jerry Deifer Jr <jdeiferjr@gmail.com>, Caitlin Fell <cfell@wfkaw.ca>

Rahn,

A couple of follow up points.

Regarding the email accounts – have you looked at the accounts to confirm what is in there? We would ask that you confirm that, and also, confirm with Jerry/Dan/Joe/Brian that they have not deleted any emails (outside of those deleted in the ordinary course of business) leading up to the voluntary assignment. As discussed, it is important for our client to have the full email correspondence so that they can pick up where Jerry/Dan left off once if they are to acquire the business.

Also, in terms of the bid, what are you looking for on Friday in terms of financial capacity? Is it a representation from the Purchaser that they have the ability to complete the transaction, or are you looking for third party confirmation by way of bankers letter etc.

Look forward to your reply.

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Cell 709 699 3002 Web coxandpalmerlaw.com<<http://coxandpalmerlaw.com/>>

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

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From: Rahn Dodick <rahn.dodick@dodick.ca>

Sent: Friday, August 7, 2020 3:01 PM

To: Anthony Di Iorio <anthony@decentral.ca>

Cc: Jerry Deifer Jr <jdeiferjr@gmail.com>; O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>; Caitlin Fell <cfell@wfkaw.ca>

Subject: Re: FIX Document Request

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Mr. Di Iorio,

I didn't see yet a response from Jerry, however, let me answer some of your questions. My responses are below your questions.

Feel free to contact me should you have any additional questions.

Rahn

Rahn Dodick, CPA, CA, CIRP, LIT | President

Dodick & Associates Inc. and Dodick Landau Inc.

4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4

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rahn.dodick@dodick.ca<<mailto:rahn.dodick@dodick.ca>>

[www.dodick.ca](https://protect-eu.mimecast.com/s/9IGsCZVBgt5vR37fj769w?domain=dodick.ca/)<<https://protect-eu.mimecast.com/s/9IGsCZVBgt5vR37fj769w?domain=dodick.ca/>>

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FIX Document Request

Rahn Dodick <rahn.dodick@dodick.ca>

Tue, Aug 11, 2020 at 5:02 PM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Anthony Di Iorio <anthony@decentral.ca>, Jerry Deifer Jr <jdeiferjr@gmail.com>, Caitlin Fell <cfell@wfkllaw.ca>

Hi Darren,

The Google Apps users (emailers) were suspended by the Trustee. (The fix email domain was hosted by Gmail.) We can't verify what had happened in the email accounts prior to their suspensions. According to Google Apps, email restorations can only go back not more than 25 days if something was amiss. Maybe there is a forensic way of verifying this but that is beyond our scope. At this point, we have no reason to believe any data is missing but we are unable to attest to that.

Joe D. never had an email address as he was never an employee. I've never been in contact with Brian (he never submitted a claim) so I would not be able to ask him whether he has deleted his emails before he left. If you have his contact information please pass it along and I will ask him the question. Jerry was copied on your email and he can answer for himself. I will ask Dan the question and let you know if I get an answer.

As far as financial capacity is concerned, a representation from the party funding the offer would be ideal, together with the deposit.

Regards,
RahnRegards,
Rahn**Rahn Dodick, CPA, CA, CIRP, LIT | President**

Dodick & Associates Inc. and Dodick Landau Inc.

4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4

Phone: [416 645 0552](tel:4166450552) | Mobile: [416 520 6455](tel:4165206455) | Fax: [416 649 7725](tel:4166497725)rahn.dodick@dodick.cawww.dodick.ca

[Quoted text hidden]

FIX Document Request

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Wed, Aug 12, 2020 at 11:45 AM

To: Rahn Dodick <rahn.dodick@dodick.ca>, "Philpott, Allison (St. John's)" <aphilpott@coxandpalmer.com>

Cc: Anthony Di Iorio <anthony@decentral.ca>, Jerry Deifer Jr <jdeiferjr@gmail.com>, Caitlin Fell <cfell@wfkaw.ca>

Hello Rhan,

Can you ask Brenda to provide login for the data room to Allison Philpott, copied on this email?

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Cell 709 699 3002 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

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[Quoted text hidden]

FIX Document Request

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
 To: Rahn Dodick <rahn.dodick@dodick.ca>
 Cc: "Philpott, Allison (St. John's)" <aphilpott@coxandpalmer.com>, Anthony Di Iorio <anthony@decentral.ca>, Jerry Deifer Jr <jdeiferjr@gmail.com>, Caitlin Fell <cfell@wfkaw.ca>

Thu, Aug 13, 2020

Rhan,

I'm following up on my email to Caitlin attached. I don't recall ever getting a further response to this or a copy of the proposed APA. As you know, the bid requirements call for the purchase agreement a redlined changes to be attached.

Can you please provide a copy of the APA in word format asap today.

Regards,

Darren


[Quoted text hidden]

----- Forwarded message -----

From: Caitlin Fell <cfell@wfkaw.ca>
 To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>
 Cc: Rahn Dodick <rahn.dodick@dodick.ca>, Jeffrey Simpson <jsimpson@torikinmanes.com>, Anthony Di Iorio <Anthony@decentral.ca>
 Bcc:
 Date: Thu, 30 Jul 2020 21:01:29 +0000
 Subject: RE: Fan Integrated Experiences
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Understood, however this isn't a multi-million dollar deal and there isn't time for endless diligence requests or calls to trim a request list.

I'll have to check on timing and get back to you re APA- Jeff, it will be typical standard insolvency, as is where is, with no reps/warranties so I don't imagine the complicated aspect will be the #


 Caitlin Fell
 Partner | Weisz Fell Kour
 LLP
 T | 416.613.8262
 C | 416.258.5843
 F | 416.613.8290
 E | cfell@wfkaw.ca

From: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
 Sent: Thursday, July 30, 2020 4:56 PM
 To: Caitlin Fell <cfell@wfkaw.ca>
 Cc: Rahn Dodick <rahn.dodick@dodick.ca>; Jeffrey Simpson <jsimpson@torikinmanes.com>; Anthony Di Iorio <Anthony@decentral.ca>
 Subject: Re: Fan Integrated Experiences

Caitlin, I believe Jeff more or less acknowledged that the list will require some trimming with input from the Trustee, which he requested in his letter yesterday. We are still prepared to have if conversation with the Trustee to remove any irrelevant items and can accommodate the same at your convenience. In the meantime, if you could arrange for us to get the asset list along with of the proposed purchase agreement that would be helpful.

Darren O'Keefe

Partner | Board Director

Cox & Palmer

P: 709 570 5509

W: www.coxandpalmer.com

On Jul 30, 2020, at 6:20 PM, Caitlin Fell <cfell@wfkaw.ca> wrote:

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Darren and Jeff

The sale process will be extended for two weeks. However, we note that your client's due diligence list is a standard list that, for the most part, doesn't make sense. The trustee will provide the information that it has, but sending an exhaustive standard due diligence list isn't helpful.

Caitlin Fell

**Partner | Weisz Fell Kour
LLP**

<image001.png>

T | 416.613.8282

C | 416.258.5843

F | 416.613.8290

E | cfell@wfkaw.ca

From: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
Sent: Thursday, July 30, 2020 4:32 PM
To: Rahn Dodick <rahn.dodick@dodick.ca>
Cc: Jeffrey Simpson <jsimpson@torkinmanes.com>; Caitlin Fell <cfell@wfkaw.ca>; Anthony Di Iorio <Anthony@decentral.ca>
Subject: RE: Fan Integrated Experiences

Rhan,

Thanks for the reply.

As Jeff previously noted, we are operating on the basis there is going to be an extension to the bidding deadline to facilitate our clients due diligence review. Can you please let us know by return email if that is going to be an issue. I refer to Jeff's letter from yesterday.

Also, in the meantime, can you provide a list of the assets for sale along with a copy of purchase agreement proposed?

As noted last week, if our client does decide to submit a bid then I will provide my resignation as an Inspector.

Regards,

Darren

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

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From: Rahn Dodick <rahn.dodick@dodick.ca>
Sent: Thursday, July 30, 2020 5:58 PM
To: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>
Cc: Jeffrey Simpson <jsimpson@torkinmanes.com>; Caitlin Fell <cfell@wfkaw.ca>; Anthony Di Iorio <Anthony@decentral.ca>
Subject: Re: Fan Integrated Experiences

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Darren,

I sent an email to Dan P. asking him for his availability for this meeting. He started a full time job a few weeks ago as SVP at Amazon so his availability is now limited to after hours meetings. I hope to hear back from him by tonight.

Rahn

On Thu., Jul. 30, 2020, 4:23 p.m. O'Keefe, Darren (St. John's), <dokeefe@coxandpalmer.com> wrote:

Rhan,

I'm following up on my email below. Can you please advise if a meeting can be arranged?

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Fax 709 738 7999 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

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From: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Sent: Thursday, July 30, 2020 12:34 PM

To: Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Jeffrey Simpson <jsimpson@torkinmanes.com>; cfell@wfkaw.ca; Anthony Di Iorio <Anthony@decentral.ca>

Subject: Re: Fan Integrated Experiences

Rhan - to clarify my last email in case it was not clear - it would make the most sense to have Jerry AND Dan on the call.

Darren O'Keefe

Partner | Board Director

Cox & Palmer

P: 709 570 5509

W: www.coxandpalmer.com

On Jul 30, 2020, at 11:46 AM, Rahn Dodick <rahn.dodick@dodick.ca> wrote:

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Jeffrey,

Jerry Deifer advised that he is available this afternoon to speak with your client to answer any questions he and his team may have with regards to the assets of FIX that are for sale. If your client is not available this afternoon please canvas times when he and his team are available so that we can arrange a meeting as soon as possible.

Regards,

Rahn

Rahn Dodick, CPA, CA, CIRP, LIT | President

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rahn.dodick@dodick.ca

www.dodick.ca



On Wed, Jul 29, 2020 at 6:11 PM Jeffrey Simpson <jsimpson@torkinmanes.com> wrote:

Please see attached letter and attachments.

Jeffrey Simpson

Tel: 416-777-5413

Fax: 1-888-587-9143

jsimpson@torkinmanes.com

vCard

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 RE: Fan Integrated Experiences.oml
80K

Re: Fan Integrated Experiences Ltd.

4 messages

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Thu, Aug 13, 2020 at 10:22 AM

To: Rahn Dodick <rahn.dodick@dodick.ca>, Caitlin Fell <cfell@wfkaw.ca>, Jeffrey Simpson <jsimpson@torkinmanes.com>, Anthony Di Iorio <anthony@decentral.ca>

Rhan,

We are reviewing the attached updated claims list you provided. Can you please provide us with copies of the updated proof of claims of both Jerry Deifer and Dan Phifer outlining the amounts they are allegedly owed as set out in this claims list.

Regards,
Darren

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Cell 709 699 3002 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

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Jeffrey Simpson

Tel: 416-777-5413

Fax: 1-888-587-9143

jsimpson@torkinmanes.com

VCard

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From: rahn.dodick@dodick.ca

Sent: August 12, 2020 3:29 PM

To: jsimpson@torkinmanes.com

Subject: Fwd: Fan Integrated Experiences Ltd.

This is an external email.

Jeff,

Attached is the current creditor list which Mr. Di Iorio will need to consider if he is making an offer in the manner you described.

Regards,

Rahn

Rahn Dodick, CPA, CA, CIRP, LIT | President

Dodick & Associates Inc. and Dodick Landau Inc.
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rahn.dodick@dodick.ca

www.dodick.ca



----- Forwarded message -----

From: Brenda McKnight <brenda.mcknight@dodick.ca>
Date: Wed, Aug 12, 2020 at 3:26 PM
Subject: Fan Integrated Experiences Ltd.
To: Rahn Dodick <rahn.dodick@dodick.ca>

DODICK LANDAU

Rahn Dodick <rahn.dodick@dodick.ca>

Re: Fan Integrated

1 message

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Thu, Aug 13, 2020 at 5:24 PM

To: Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Jeffrey Simpson <jsimpson@torkinmanes.com>, Caitlin Fell <cfell@wfkaw.ca>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>

Thanks Rhan.

We will review with Anthony and come back with any questions we have.

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com

> On Aug 13, 2020, at 6:06 PM, Rahn Dodick <rahn.dodick@dodick.ca> wrote:

>

>

Fan Integrated

Jeffrey Simpson <jsimpson@torkinmanes.com>

Thu, Aug 13, 2020 at 3:33 PM

To: Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Caitlin Fell <cfell@wfkllaw.ca>, "dokeefe@coxandpalmer.com" <dokeefe@coxandpalmer.com>, Anthony Di Iorio <Anthony@decentral.ca>

Rhan,

I'm writing further to Darren's email earlier today and after consultation with Mr. Di Iorio.

At this juncture we have some concerns with the bidding deadline as follows:

1. We have asked on a couple of occasions for a copy of the proposed form of APA and it has not yet been provided. While Caitlin has indicated that it will be more or less the standard APA, our client will naturally need time to review it with counsel and sign off. It's somewhat unrealistic to expect our client to be able to do that with little to no notice.

While we appreciate that the form of APA is often negotiated after the winning bid has been selected, in the circumstances of this particular case, we believe it may assist in avoiding future misunderstandings if the various bidders had in hand at least a skeletal form of APA at the time of submitting their bid, to ensure that they know precisely what the trustee is expecting in terms of closing arrangements, deliveries, payment of purchase price, etc. The bidding procedures also contemplate a redline of the APA as an attachment to any bid – so we are cautious as to not find ourselves disqualified for technical noncompliance.

2. In terms of the additional claims filed by Mr. Deifer and Mr. Phifer, as Darren noted, our client would like to see copies of those proofs of claims. Given we were only just made aware of these material increases in the debt allegedly owed by the Company, it will change our clients perspective on the amount of his bid. In fact, this increase in the overall debt levels of the company could have a material impact on the structure and quantum of our client's bid and we are therefore, reasonably in our view, requesting a short extension of time to permit our client to assess his position.

It appears from the claims register you forwarded to me yesterday that the new claim from Mr. Deifer in the amount of \$85,000 and the amended claim of Mr. Phifer, pursuant to which the quantum of his claim was greatly increased, have been accepted by the trustee. Is this accurate?

We would like to draw to your attention the fact that, taking into account these new proofs of claim, the total aggregate claims of the former officers and directors of the company almost mirror, to within several hundred dollars, the quantum of the proof of claim submitted by our client. You can appreciate that the fact that the numbers appear to have worked out in this way seems suspicious on its face, and we are hoping the trustee can shed some light on what investigations have been done to determine whether these are legitimate claims.

In addition, our client's concern is heightened by the relatively late filing of these claims in circumstances in which these new claimants are aware that our client has been conducting due diligence. It is not hard to imagine that these parties, who are insiders to the bankrupt company, may have motivation to file inflated and unjustified claims based on their expectation that the creditors of the estate could realize significant recovery from the sale of the company's assets.

3. We also note the bid package does not provide a bidding form – and with the broad discretion given to the Trustee, our client has a concern that whatever form of bid document he submits to the Trustee will not be satisfactory. Typically there would be a form provided. We are prepared to share out proposed form of bid with the trustee in advance, for approval by the trustee, to ensure that it will not be rejected because of any technical or non-substantive perceived deficiency in the actual form itself. Let us know if that is acceptable to the trustee.

Our client has worked, and is prepared to continue to proceed, in good faith on this matter in an attempt to avoid any further dispute or litigation. That said, our client is now at a point where it is difficult for him to put a bid in based on the foregoing. We would respectfully suggest an extension by another week would be appropriate to allow Mr. Di Iorio an opportunity to address the issues above. If such an extension is not agreeable to the Trustee, then I expect I will receive instructions to seek Court intervention, in which all of the issues in this estate from the outset will be on the table. We would like to avoid that eventuality, if possible, as doubtlessly would the trustee.

Jeffrey Simpson

Tel: 416-777-5413

Fax: 1-888-587-9143

jsimpson@torkinmanes.com

VCard

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Fan Integrated

Rahn Dodick <rahn.dodick@dodick.ca>

Thu, Aug 13, 2020 at 4:34 PM

To: Jeffrey Simpson <jsimpson@torkinmanes.com>

Cc: Caitlin Fell <cfell@wfkllaw.ca>, "dokeefe@coxandpalmer.com" <dokeefe@coxandpalmer.com>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>

Jeffrey,

Caitlin will provide to you a copy of the APA by tonight. As you will see it is all very standard for this type of transaction. We are fine with the 1 week extension and we will inform the other interested parties.

As far as the claims submitted by Jerry D. and Dan P. (which are attached) are concerned, they relate to back pay which neither had taken when the company became short of funds. It is the Trustee's understanding they wanted to lengthen the company's cash flow runway and, being the founders, decided not to draw their pay in order to assist and allow the Company to retain more cash while they were trying to raise new funds. The work the Trustee had done, in addition to reviewing the claims, is to review the company's bank account detail to determine the cut off when they stopped receiving their payments. It all appears reasonable based on what both were getting paid and the Trustee has not been able to find a reason to disallow the claims. I don't know why they didn't submit these claims sooner.

As you are aware, claims can be received, and claimants may participate in a distribution, up to the date of when we give a 30-day notice to submit claims before a final distribution. In addition to these two claims, we are aware of a claim from Kevin Strain for \$5,000 which we understand will be received shortly, an amended claim from Nancy Ochrym (amount unknown), as well as a possible claim from Gowlings LLP for approx. \$8,000 based on recent correspondence received from them. If received, these new/amended claims will remain subject to the Trustee's review.

Feel free to call me should you wish to discuss.

Regards,
Rahn

Rahn Dodick, CPA, CA, CIRP, LIT | President

Dodick & Associates Inc. and Dodick Landau Inc.

4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4

Phone: [416 645 0552](tel:4166450552) | Mobile: [416 520 6455](tel:4165206455) | Fax: [416 649 7725](tel:4166497725)rahn.dodick@dodick.cawww.dodick.ca

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2 attachments **DOC081320-08132020163137.pdf**
7880K **DOC081320-08132020163232.pdf**
5255K

Fan Integrated

Caitlin Fell <cfell@wfkaw.ca>

Fri, Aug 14, 2020 at 9:59 AM

To: Rahn Dodick <rahn.dodick@dodick.ca>, Jeffrey Simpson <jsimpson@torkinmanes.com>

Cc: "dokeefe@coxandpalmer.com" <dokeefe@coxandpalmer.com>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>

All

Attached is a form of APA to markup.

Caitlin FellPartner | Weisz Fell Kour
LLP

T | 416.613.8282

C | 416.258.5843

F | 416.613.8290

E | cfell@wfkaw.ca

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 WFK Comments- Fan Integrated Experiences Ltd. - draft form of APA (00020824xF8677).docx
49K


Fan Integrated

Caitlin Fell <cfell@wklaw.ca>
To: Jeffrey Simpson <jsimpson@torkinmanes.com>, Rahn Dodick <rahn.dodick@dodick.ca>
Cc: "dokeefe@coxandpalmer.com" <dokeefe@coxandpalmer.com>, Anthony Di Iorio <Anthony@decentral.ca>

Fri, Aug 14, 2020 at 10:14 AM

Hi Jeff

Please see our responses to you in caps below.


WEIGZ-FELL-KOUR

Caitlin Fell
Partner | Welsz Fell Kour
LLP
T | 416.613.8282
C | 416.258.5843
F | 416.613.8290
E | cfell@wklaw.ca

From: Jeffrey Simpson <jsimpson@torkinmanes.com>
Sent: Thursday, August 13, 2020 3:34 PM
To: Rahn Dodick <rahn.dodick@dodick.ca>
Cc: Caitlin Fell <cfell@wklaw.ca>; dokeefe@coxandpalmer.com; Anthony Di Iorio <Anthony@decentral.ca>
Subject: Fan Integrated

Rhan,

I'm writing further to Darren's email earlier today and after consultation with Mr. Di Iorio.

At this juncture we have some concerns with the bidding deadline as follows:

1. We have asked on a couple of occasions for a copy of the proposed form of APA and it has not yet been provided. While Caitlin has indicated that it will be more or less the standard APA, our client will naturally need time to review it with counsel and sign off. It's somewhat unrealistic to expect our client to be able to do that with little to no notice.

AS DISCUSSED WITH YOU ON OUR CALL, WE DID NOT WANT TO EXPEND THE COSTS TO DO AN APA UNTIL WE KNEW THERE WERE GOING TO BE SUBMITTED BIDS. THE APA HAS NOW BEEN PROVIDED TO YOU AND YOUR CLIENT WILL HAVE A WEEK TO SUBMIT IT GIVEN THAT THE DEADLINE HAS BEEN EXTENDED BY ONE WEEK. I NOTE THAT NO ADDITIONAL TIME WILL BE GIVEN FOLLOWING EXPIRY OF THIS EXTENSION.

While we appreciate that the form of APA is often negotiated after the winning bid has been selected, in the circumstances of this particular case, we believe it may assist in avoiding future misunderstandings if the various bidders had in hand at least a skeletal form of APA at the time of submitting their bid, to ensure that they know precisely what the trustee is expecting in terms of closing arrangements, deliveries, payment of purchase price, etc. The bidding procedures also contemplate a redline of the APA as an attachment to any bid - so we are cautious as to not find ourselves disqualified for technical noncompliance.

THIS HAS BEEN PROVIDED NOW.

2. In terms of the additional claims filed by Mr. Deifer and Mr. Phifer, as Darren noted, our client would like to see copies of those proofs of claims. Given we were only just made aware of these material increases in the debt allegedly owed by the Company, it will change our clients perspective on the amount of his bid. In fact, this increase in the overall debt levels of the company could have a material impact on the structure and quantum of our client's bid and we are therefore, reasonably in our view, requesting a short extension of time to permit our client to assess his position.

THIS HAS BEEN PROVIDED BUT AS NOTED TO YOU, CLAIMS CAN CONTINUE TO BE SUBMITTED. I WOULD SUGGEST YOU DEAL WITH THIS IN THE APA BY WAY OF ADJUSTMENT OF THE PURCHASE PRICE IN RESPECT TO ADDITIONAL PROVEN CLAIMS OR, JUST CAP THE PURCHASE PRICE IF YOUR CLIENT ISN'T AGREEABLE TO FUNDING ALL PROVEN UNSECURED CLAIMS IN FULL.

It appears from the claims register you forwarded to me yesterday that the new claim from Mr. Deifer in the amount of \$85,000 and the amended claim of Mr. Phifer, pursuant to which the quantum of his claim was greatly increased, have been accepted by the trustee. Is this accurate?

THE TRUSTEE HAS ANSWERED THIS PER HIS EMAIL.

We would like to draw to your attention the fact that, taking into account these new proofs of claim, the total aggregate claims of the former officers and directors of the company almost mirror, to within several hundred dollars, the quantum of the proof of claim submitted by our client. You can appreciate that the fact that the numbers appear to have worked out in this way seems suspicious on its face, and we are hoping the trustee can shed some light on what investigations have been done to determine whether these are legitimate claims.

THERE IS NO UNTOWARD ACTIVITY HERE AND YOUR SUGGESTION OF THIS IS NOT HELPFUL. THE TRUSTEE WILL ASSESS AND ALLOW OR DISALLOW EACH CLAIM BASED ON THE MERITS OF SUCH CLAIM.

In addition, our client's concern is heightened by the relatively late filing of these claims in circumstances in which these new claimants are aware that our client has been conducting due diligence. It is not hard to imagine that these parties, who are insiders to the bankrupt company, may have motivation to file inflated and unjustified claims based on their expectation that the creditors of the estate could realize significant recovery from the sale of the company's assets.

AS YOU KNOW, REGARDLESS OF SUBMISSION OF PROOFS OF CLAIMS OR INFLATION THEREOF, THE CLAIMS NEED TO BE PROVEN AND VALID FOR THERE TO BE A DISTRIBUTION ON ACCOUNT OF SUCH CLAIM. THEREFORE, ITS IRELEVANT AS TO WHETHER IT IS KNOWN THAT YOUR CLIENT IS DOING DUE DILIGENCE.

3. We also note the bid package does not provide a bidding form - and with the broad discretion given to the Trustee, our client has a concern that whatever form of bid document he submits to the Trustee will not be satisfactory. Typically there would be a form provided. We are prepared to share out proposed form of bid with the trustee in advance, for approval by the trustee, to ensure that it will not be rejected because of any technical or non-substantive perceived deficiency in the actual form itself. Let us know if that is acceptable to the trustee.

YOU HAVE THE ASSET PURCHASE AGREEMENT. AS MENTIONED TO YOU, THE TRUSTEE WILL ACCEPT THE BID THAT IS THE SUPERIOR BID AND THAT IS IN THE BEST INTERESTS OF ALL STAKEHOLDERS. AS THIS COMPANY DOES NOT HAVE EMPLOYEES OR TRADE CREDITORS, THE AMOUNT OF THE PURCHASE PRICE AND CERTAINTY OF CLOSING THE TRANSACTION WILL BE THE LARGEST DETERMINING FACTORS IN SELECTION OF SUCH BID. THIS SHOULD BE CONVEYED TO YOUR CLIENT.

Our client has worked, and is prepared to continue to proceed, in good faith on this matter in an attempt to avoid any further dispute or litigation. That said, our client is now at a point where it is difficult for him to put a bid in based on the foregoing. We would respectfully suggest an extension by another week would be appropriate to allow Mr. Di Iorio an opportunity to address the issues above. If such an extension is not agreeable to the Trustee, then I expect I will receive instructions to seek Court intervention, in which all of the issues in this estate from the outset will be on the table. We would like to avoid that eventuality, if possible, as doubtlessly would the trustee.

THE CONTINUED THREATS OF LITIGATION ARE NOT HELPFUL OR NECESSARY.

[Quoted text hidden]

Fan Integrated

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Tue, Aug 18, 2020 at 4:53 PM

To: Rahn Dodick <rahn.dodick@dodick.ca>, Jeffrey Simpson <jsimpson@torikinmanes.com>

Cc: Caitlin Fell <cfell@wfklaw.ca>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>

Rhan, following up on the Deifer and Phifer claims – do you have any evidence there was a contractual arrangement securing payment of employment income? I understand there are documents outlining they were “working for free” but after speaking with Anthony, it was his recollection that they did not have any employment contract with the company so there is no contractual basis upon which they can assert these wage claims. You mentioned that you looked at the bank accounts, was there a history of routine payments being made to these two individuals by way of salary?

Darren O'Keefe | Cox & Palmer | Partner

Direct 709 570 5509 Cell 709 699 3002 Web coxandpalmerlaw.com

Address Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

[Click to visit our Cox & Palmer COVID-19 Resource Centre](#)**From:** Rahn Dodick <rahn.dodick@dodick.ca>**Sent:** Thursday, August 13, 2020 6:05 PM**To:** Jeffrey Simpson <jsimpson@torikinmanes.com>**Cc:** Caitlin Fell <cfell@wfklaw.ca>; O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>; Anthony Di Iorio <Anthony@decentral.ca>; Naomi Lieberman <naomi.lieberman@dodick.ca>**Subject:** Re: Fan Integrated

WARNING - This Message originated outside your organization. Please be cautious when opening attachments or clicking on links.

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[Quoted text hidden]

[Quoted text hidden]

Fan Integrated

Rahn Dodick <rahn.dodick@dodick.ca>

Tue, Aug 18, 2020 at 5:39 PM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Jeffrey Simpson <jsimpson@torkinmanes.com>, Caitlin Fell <cfell@wfkllaw.ca>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, Brenda McKnight <brenda.mcknight@dodick.ca>

Hi Darren,

We reviewed the bank accounts and there was a history of monthly payments for the period prior to when they made their claims.

While Jerry D. did not have a contract, Dan P. did for a period and, as I understand the arrangement, his contract was extended in time and expanded in scope over the period of operation. This contract is in the due diligence folder shared with you. However, I don't believe the extension/expansion of this original contract was papered. My understanding is that the board was aware of their fee arrangement and was included in reports made to the board.

Regards,
Rahn**Rahn Dodick, CPA, CA, CIRP, LIT | President**

Dodick & Associates Inc. and Dodick Landau Inc.

4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4

Phone: [416 645 0552](tel:416-645-0552) | Mobile: [416 520 6455](tel:416-520-6455) | Fax: [416 649 7725](tel:416-649-7725)rahn.dodick@dodick.cawww.dodick.ca

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Fan Integrated

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Thu, Aug 20, 2020 at 9:00 PM

To: Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Jeffrey Simpson <jsimpson@torkinmanes.com>, Caitlin Fell <cfell@wflaw.ca>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, Brenda McKnight <brenda.mcknight@dodick.ca>

Rahn,

In anticipation of the bids closing tomorrow, can you please provide your trust account/wire details so that Anthony may forward the 15% deposit if he chooses to bid.

Also, if he chooses to bid I'll send my resignation as an inspector prior to.

Regards,
Darren

[Quoted text hidden]

DODICK LANDAU

Rahn Dodick <rahn.dodick@dodick.ca>

Fan Integrated

Rahn Dodick <rahn.dodick@dodick.ca>

Fri, Aug 21, 2020 at 7:32 AM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Jeffrey Simpson <jsimpson@torkinmanes.com>, Caitlin Fell <cfell@wfkllaw.ca>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, Brenda McKnight <brenda.mcknight@dodick.ca>

Darren,

Attached are the wire transfer instructions to our trust account.

Regards,

Rahn

[Quoted text hidden]

 TD Bank - Wire Transfer Instructions.docx
14K

Fan Integrated

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Fri, Aug 21, 2020 at 9:55 AM

To: Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Jeffrey Simpson <jsimpson@torkinmanes.com>, Caitlin Fell <cfell@wfkllaw.ca>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, Brenda McKnight <brenda.mcknight@dodick.ca>

Rhan,

Can you please confirm that confirmation of the wire being sent to your office will suffice for the bid submission – and that you do not technically need to have the cash in your account to accept the bid? Just want to make sure.

Also, in terms of the credit bid component, we intend to express it in our bid submission as follows:

Anthony Di Iorio Cash Bid: _____

Total amount of Claims: _____

Total amount of Anthony Di Iorio Claim: _____

Anthony Di Iorio Dividend Entitlement Based on the Above Claim (as a %): _____

Anticipated Trustee/Administration Fees: \$25,000.00

Balance to Creditors: _____

Anthony Di Iorio Dividend Entitlement Waived/Credit Bid (based on the foregoing): \$

Total Bid (Bid Amount + Credit Bid) \$ _____

In the event any cash bid is received that is higher than \$_____ or the Trustee/Administration Fees are higher or lower than the estimate above, Mr. Di Iorio hereby bids the proportionate amount of his credit using the above formula. So, for example, if an alternate bid is submitted for \$[assume 200,000] with administration fees being the same, then Mr. Di Iorio's credit bid shall be increased to \$_____ for a total bid of \$_____.

Note, 200k is in the description paragraph as an example, not indicative of Mr. Di Iorio's actual bid. If you see any issue with this or ambiguity that might cause concern, please let us know.

Thanks,

[Quoted text hidden]

Fan Integrated

Caitlin Fell <cfell@wfkllaw.ca>

Fri, Aug 21, 2020 at 10:51 AM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>, Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Jeffrey Simpson <jsimpson@torkinmanes.com>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, Brenda McKnight <brenda.mcknight@dodick.ca>

Hi Darren

I don't think it's productive to look at provisions in isolation. Please submit the APA as well as a blackline and word version that we can mark up if necessary for structure.

I understand Rahn's fees are around \$50k to date given all of the issues. And my fees are about \$12k if that helps, that is only to date and will increase to close the transaction.

After we get your offer we can work on structure with you and your client if there needs to be tweaks.

Best

Caitlin

Caitlin Fell

Partner | Weisz Fell Kour LLP

T | 416.613.8282

C | 416.258.5843

F | 416.613.8290

E | cfell@wfkllaw.ca

From: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>**Sent:** Friday, August 21, 2020 9:55:14 AM**To:** Rahn Dodick <rahn.dodick@dodick.ca>**Cc:** Jeffrey Simpson <jsimpson@torkinmanes.com>; Caitlin Fell <cfell@wfkllaw.ca>; Anthony Di Iorio <Anthony@decentral.ca>; Naomi Lieberman <naomi.lieberman@dodick.ca>; Brenda McKnight <brenda.mcknight@dodick.ca>**Subject:** RE: Fan Integrated

[Quoted text hidden]

Fan Integrated

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Fri, Aug 21, 2020 at 11:13 AM

To: Caitlin Fell <cfell@wfkaw.ca>

Cc: Rahn Dodick <rahn.dodick@dodick.ca>, Jeffrey Simpson <jsimpson@torinmanes.com>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, Brenda McKnight <brenda.mcknight@dodick.ca>

Caitlin -

We were intending to put this formula into the bid form we created that outlines compliance with the bidding procedures. We made minimal changes to the APA.

We wanted to ensure that the way we articulated the credit bid with the clause below is acceptable to the Trustee - as you know there is no generally accepted way to present this.

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com

On Aug 21, 2020, at 12:21 PM, Caitlin Fell <cfell@wfkaw.ca> wrote:

[Quoted text hidden]

Fan Integrated

Caitlin Fell <cfell@wfkaw.ca>

Fri, Aug 21, 2020 at 11:41 AM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Rahn Dodick <rahn.dodick@dodick.ca>, Jeffrey Simpson <jsimpson@torikinmanes.com>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, Brenda McKnight <brenda.mcknight@dodick.ca>

Is he credit bidding the full amount of his claim?

Caitlin Fell

Partner | Weisz Fell Kour LLP

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C | 416.258.5843

F | 416.613.8290

E | cfell@wfkaw.ca

From: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>**Sent:** Friday, August 21, 2020 11:13:21 AM**To:** Caitlin Fell <cfell@wfkaw.ca>**Cc:** Rahn Dodick <rahn.dodick@dodick.ca>; Jeffrey Simpson <jsimpson@torikinmanes.com>; Anthony Di Iorio <Anthony@decentral.ca>; Naomi Lieberman <naomi.lieberman@dodick.ca>; Brenda McKnight <brenda.mcknight@dodick.ca>**Subject:** Re: Fan Integrated

[Quoted text hidden]

Fan Integrated

Caitlin Fell <cfell@wfkllaw.ca>

Fri, Aug 21, 2020 at 11:50 AM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Rahn Dodick <rahn.dodick@dodick.ca>, Jeffrey Simpson <jsimpson@torikinmanes.com>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, Brenda McKnight <brenda.mcknight@dodick.ca>

I don't think the total amount of claims or total dividend your client would get is relevant. We usually express a credit bid As "Purchase Price shall be satisfied by (1) cash in the amount of X and (2) cancellation of the amount of \$x, representing the amount of unsecured debt owing to the purchaser by the vendor with such amount being credited against the purchase price."

Caitlin Fell

Partner | Weisz Fell Kour LLP

T | 416.613.8282

C | 416.258.5843

F | 416.613.8290

E | cfell@wfkllaw.ca

From: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>**Sent:** Friday, August 21, 2020 11:13:21 AM**To:** Caitlin Fell <cfell@wfkllaw.ca>**Cc:** Rahn Dodick <rahn.dodick@dodick.ca>; Jeffrey Simpson <jsimpson@torikinmanes.com>; Anthony Di Iorio <Anthony@decentral.ca>; Naomi Lieberman <naomi.lieberman@dodick.ca>; Brenda McKnight <brenda.mcknight@dodick.ca>**Subject:** Re: Fan Integrated

[Quoted text hidden]

Fan Integrated

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Fri, Aug 21, 2020 at 2:54 PM

To: Caitlin Fell <cfell@wfkllaw.ca>

Cc: Rahn Dodick <rahn.dodick@dodick.ca>, Jeffrey Simpson <jsimpson@torikinmanes.com>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, Brenda McKnight <brenda.mcknight@dodick.ca>

Hi Caitlin,

I shared your email below with our client, and we were both a bit surprised at the level of fees outstanding.

Our client has spent a considerable amount of time reviewing the assets of the Estate and their associated value. Given that another party could likely easily re-create the software with no restrictions, the only value of the assets appears to be in the brand names and good will and that does not equal the amount of outstanding fees. So, given the financial metrics here - including the fees owed to the Trustee and counsel - our client is declining to bid.

If the sales process does not produce an acceptable bid and the Trustee wishes to engage directly with us on an alternate sale proposal, we would be willing to entertain that discussion.

Regards,

Darren

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com
[Quoted text hidden]

Fan Integrated

Caitlin Fell <cfell@wfkaw.ca>

Fri, Aug 21, 2020 at 3:00 PM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Rahn Dodick <rahn.dodick@dodick.ca>, Jeffrey Simpson <jsimpson@torikinmanes.com>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, Brenda McKnight <brenda.mcknight@dodick.ca>

Hi Darren

Unfortunately, the amount of fees incurred is a reflection of the amount of time spent dealing with your client and all of the issues you continually raised. We will let you know how the process plays out.

Caitlin

Caitlin Fell

Partner | Weisz Fell Kour LLP

T | 416.613.8282

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F | 416.613.8290

E | cfell@wfkaw.ca

From: O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>**Sent:** Friday, August 21, 2020 2:54:20 PM

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Fan Integrated

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Fri, Aug 21, 2020 at 3:15 PM

To: Caitlin Fell <cfell@wfkllaw.ca>

Cc: Rahn Dodick <rahn.dodick@dodick.ca>, Jeffrey Simpson <jsimpson@torikinmanes.com>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>, Brenda McKnight <brenda.mcknight@dodick.ca>

Hi Caitlin,

I agree that it's unfortunate that our client had to raise his legitimate concerns on so many occasions, and that as a result, both he and the Trustee had to incur so much unnecessary cost.

Regards,

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com
[Quoted text hidden]

Fan Integrated

Rahn Dodick <rahn.dodick@dodick.ca>

Fri, Aug 21, 2020 at 3:39 PM

To: "O'Keefe, Darren (St. John's)" <dokeefe@coxandpalmer.com>

Cc: Caitlin Fell <cfell@wfkilaw.ca>, Jeffrey Simpson <jsimpson@torkinmanes.com>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>

Darren,

I had thought we had gotten past our differences and I was looking forward to receiving your client's offer. That is unfortunate that Mr. Di Iorio has changed his mind.

Your client would probably know more about the value of the business than most people given his involvement in the business until now. The value to interested parties has been the number of features available in the app which don't exist anywhere else and is ahead of its time, as well as the relatively large active user base. While someone may be able to recreate the app, the cost of doing so and obtaining the large active user base would be significant.

Have a good weekend.

Rahn

Rahn Dodick, CPA, CA, CIRP, LIT | President

Dodick & Associates Inc. and Dodick Landau Inc.

4646 Dufferin St., Suite 6, Toronto, ON, M3H 5S4

Phone: 416 645 0552 | Mobile: 416 520 6455 | Fax: 416 649 7725rahn.dodick@dodick.cawww.dodick.ca

[Quoted text hidden]

Fan Integrated

O'Keefe, Darren (St. John's) <dokeefe@coxandpalmer.com>

Fri, Aug 21, 2020 at 3:54 PM

To: Rahn Dodick <rahn.dodick@dodick.ca>

Cc: Caitlin Fell <cfell@wfkilaw.ca>, Jeffrey Simpson <jsimpson@torikinmanes.com>, Anthony Di Iorio <Anthony@decentral.ca>, Naomi Lieberman <naomi.lieberman@dodick.ca>

Thanks Rhan, have a good weekend.

Darren O'Keefe
Partner | Board Director
Cox & Palmer
P: 709 570 5509
W: www.coxandpalmer.com
[Quoted text hidden]

APPENDIX "4-A"

COURT FILE NO.: 31-2642560

ESTATE NO.: 31-2642560

FAN INTEGRATED EXPERIENCES LTD.

MINUTES OF THE FIRST MEETING OF INSPECTORS
(the "Meeting")

DATE, TIME AND LOCATION

Date: June 12, 2020

Time: 1:30 p.m.

Location: By conference call

Chair: Rahn Dodick
Dodick Landau Inc. – Trustee in Bankruptcy (the "Trustee")

Secretary: Brenda McKnight – Dodick Landau Inc.

ATTENDANCE

All Inspectors attending by conference call stated their names. An attendance sheet was created based on the responses of the individuals on the teleconference line and is attached as Exhibit "A".

QUORUM

The Chair established that a quorum existed. The Inspectors can properly conduct business as may be required.

CALL TO ORDER

Due to the Covid-19 pandemic this meeting is being held via conference call. The Trustee confirmed that Inspectors had received in advance of the Meeting the Inspectors Handbook and guided them to the website of the Office of the Superintendent of Bankruptcy for additional information.

OTHER MATTERS

A general discussion ensued regarding the assignment of the Company into Bankruptcy and the Inspector appointments.

APPOINTMENT OF ESTATE SOLICITOR

The Trustee outlined the need for legal counsel to act in the interests of the bankruptcy estate. The Inspectors discussed the appointment of Caitlin Fell of Weisz Fell Kour, LLP as Estate Solicitor. Rohit

Singh of Nextbee Media requested a deferral on the vote. Therefore, the matter was set aside to resume at a reconvened meeting of inspectors.

SALES PROCESS

The Trustee asked all Inspectors whether they reviewed the sales process bidding procedures, and other sales process material, provided to them in advance of the Meeting. The Trustee advised the Meeting that it will request approval of a sales process at a reconvened meeting of the inspectors.

GENERAL

Mr. Darren O'Keefe requested a motion for a 2nd meeting of creditors within 5 business days to discuss the administration of the estate as well as the appointment of Caitlin Fell as estate solicitor. The trustee responded that the estate does not have the funds to call a 2nd meeting of creditors and all matters can be dealt with by the inspectors committee. When asked why Mr. O'Keefe wanted a second meeting of creditors be held, no clear reasons were provided. For these reasons, the Trustee did not table the motion requested by Mr. O'Keefe for a vote.

The Trustee decided it would be best to continue this meeting at a later date and advised the Inspectors that it will send them an email requesting their availability for a date to re-convene this meeting.

MINUTES OF THE RECONVENED MEETING OF INSPECTORS

Date: June 17, 2020 - Time: 2:00 P.M.

**Chair: Rahn Dodick
Dodick Landau Inc. – Trustee in Bankruptcy (the “Trustee”)**

Secretary: Brenda McKnight – Dodick Landau Inc.

ATTENDANCE

All parties attending by conference call stated their names, and an attendance sheet was created based on the responses of the individuals on the teleconference line and is attached as **Exhibit “B”**.

QUORUM

The Chair established that a quorum existed. The Inspectors can properly conduct business as may be required.

CALL TO ORDER

The Trustee stated that the last meeting (June 12, 2020) was adjourned and re-convened today, June 17, 2020 at 2:00 p.m.

APPOINTMENT OF ESTATE SOLICITOR

The Trustee reminded all parties of the issues outstanding at the end of the First Meeting of Inspectors and its adjournment to today's date. There had been discussion on the appointment of Caitlin Fell of Weisz, Fell, Kour LLP for the appointment of Estate Solicitor. Mr. O'Keefe expressed concerns relating to conflict. Mr. Singh requested more time to consider the matter. The Trustee has had conversations with Ms. Fell and Mr. Diefer with regards to the alleged conflict and described his conclusions to the Inspectors at this Meeting.

The Trustee then asked the Inspectors to vote on the appointment of Caitlin Fell of Weisz, Fell, Kour LLP for the appointment of Estate Solicitor. The result of the vote was as follows:

Rohit Singh – Nextbee Media	- vote FOR the appointment of Weisz, Fell, Kour LLP
Dan Phifer -	- vote FOR the appointment of Weisz, Fell, Kour LLP
Natalie Ochrym	- vote AGAINST the appointment of Weisz, Fell, Kour LLP
Darren O'Keefe	- vote AGAINST the appointment of Weisz, Fell, Kour LLP

The Trustee stated that if there was another Inspector appointed, that Inspector's vote would be considered to break the tie. However, since there is not, the Trustee can break the tie. As the Trustee sees no reason for Weisz, Fell, Kour LLP to not be appointed after having done further due diligence, the Trustee voted FOR the appointment of Weisz, Fell, Kour LLP as Estate Solicitor, and the Motion passed.

SALES PROCESS

The Trustee reviewed with the Inspectors the sales process bidding procedures circulated in advance of the adjourned first meeting of the Inspectors. The Trustee explained that it had gathered approximately 21 prospective purchasers using various means and asked the Inspectors whether they have any suggested prospective purchasers to add to the list.

The Trustee advised the Inspectors that former management have agreed to assist the Trustee with any due diligence requests made by prospective purchasers.

A general discussion regarding potential buyers, bidding procedures, agreement of purchase and sale and various other areas were covered.

The Trustee agreed to send the Inspectors the list of names of prospective purchasers, provide them with a copy of the teaser once finalized. Ms. Ochrym asked the Trustee to add the words "acting reasonably" in the draft bidding procedures which the Trustee agreed to do.

The Trustee asked the Inspectors to vote to approve the sales process, as described in the bidding procedures provided to the Inspectors, to be carried out by the Trustee. The result of the vote was as follows:

Rohit Singh – Nextbee Media	-vote FOR approval of the sales process
Dan Phifer	-vote FOR approval of the sales process
Natalie Ochrym	-vote FOR approval of the sales process (subject to amendment to wording described above)
Darren O'Keefe	-abstained

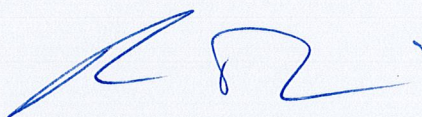
The motion passed, as three of the four Inspectors voted in favour of the sales process. The Trustee advised the Meeting that it will begin the sales process immediately.

TERMINATION OF MEETING

The Trustee asked Inspectors if there was any other business. There were no comments. The Trustee thanked the Inspectors for their participation.

The meeting was terminated at 2:31 p.m.

Dated at Toronto, Ontario this 19th day of June, 2020.



**Per: Rahn Dodick, Chair
Dodick Landau Inc.
Acting as Trustee in Bankruptcy of
Fan Integrated Experiences Ltd.
and not in its personal or corporate capacity.**

EXHIBIT "A"

ATTENDANCE SHEET

IN THE MATTER OF THE BANKRUPTCY OF

FAN INTEGRATED EXPERIENCES LTD.
FIRST MEETING OF INSPECTORS

HELD ON JUNE 12, 2020 AT 1:30 P.M. BY CONFERENCE CALL

PRINT NAME	REPRESENTING	CLAIM AMOUNT
Rahn Dodick.	Trustee, Dodick Landau Inc.	
Brenda mcknight	Dodick Landau Inc.	
Dan Phifer		Inspector.
Janet Moore-Tibbles	Dodick Landau Inc.	
Natalie Ochnym		Inspector.
Rohit. Singh	Nextbee Media.	Inspector.
Darren O'Keefe		Proxy for Mr. Di Iorio Inspector
Naomi Lieberman	Dodick Landau Inc.	

Exhibit "A"

EXHIBIT "B"

ATTENDANCE SHEET

IN THE MATTER OF THE BANKRUPTCY OF

FAN INTEGRATED EXPERIENCES LTD.

CLAIMS PRESENT OR REPRESENTED AT THE RE-CONVENED FIRST MEETING OF INSPECTORS
HELD ON JUNE 17, 2020 AT 2:00 P.M. BY CONFERENCE CALL

PRINT NAME	REPRESENTING	CLAIM AMOUNT
Brenda mcknight	Dodick Landau Inc.	
Rahn Dodick	Trustee, Dodick Landau Inc	
Caitlin Fell	Weisz Fell Kour LLP	
Dan Priyer		Inspector.
Rohit Singh	Nextbee Media.	Inspector
Dan		
Darren O'Keefe	Inspector.	Proxy for Anthony DiIorio
Natalie Ochrym	Inspector	

Exhibit "B"

ATTENDANCE SHEET

IN THE MATTER OF THE BANKRUPTCY OF

FAN INTEGRATED EXPERIENCES LTD.

CLAIMS PRESENT OR REPRESENTED AT THE RE-CONVENED FIRST MEETING OF INSPECTORS
HELD ON JUNE 1, 2020 AT 2:00 P.M. BY CONFERENCE CALL

PRINT NAME	REPRESENTING	CLAIM AMOUNT
<i>Naomi Lieberman.</i>	<i>Dodick Landon Inc.</i>	

APPENDIX "4-B"

Fan Integrated Experiences Ltd. – Bidding Procedures

On May 1, 2020, Fan Integrated Experiences Ltd. (“FIE”) filed an assignment in bankruptcy and Dodick Landau Inc. was appointed as the Bankruptcy Trustee (the “Trustee”) over the assets and undertakings of FIE.

Set forth below are the bidding procedures (the “Bidding Procedures”) to be employed with respect to the sale process (the “Sale Process”) to purchase the Trustee’s right, title and interest, if any, in and to the assets (the “Assets”) of FIE.

Assets To Be Sold

The Trustee is offering for sale all of the company’s right, title and interest, if any, in and to all of the Assets and is encouraging bids for all the Assets, in whole and not in part.

The Bidding Process

The Trustee shall undertake the following:

- a□ approach potential purchasers for the purpose of marketing the Assets and provide them with a notice of sale document in the form of a teaser□
 - b□ prepare a confidential information memorandum (“CIM”) to be distributed to prospective purchasers who execute a confidentiality agreement in a form satisfactory to the Trustee□□
 - c□ determine whether any person is a □ualified Bidder □as defined below□□
 - d□ coordinate the efforts of □ualified Bidders in conducting their reasonable due diligence investigations□
 - e□ receive offers from □ualified Bidders by July 31, 2020 at 12:00P.M. □E.S.T.□□ and
 - f□ negotiate any offers made to purchase the Assets
- collectively, the “Bidding Process”□

The Trustee shall have the right to adopt such other rules for the Bidding Process (including rules that may depart from those set forth herein) that will better promote the goals of the Bidding Process, provided, however, that such other rules are not inconsistent with the Bid Deposit Requirement (as defined below).

Participation Requirements

A “**Qualified Bidder**” is a potential bidder that the Trustee determines, acting reasonably, is likely (based on the experience of, and considerations determined to be relevant by the Trustee such as the reputation of the bidder, financial information submitted by the bidder, etc.) to be able to consummate a sale if selected as the Successful Bidder (as defined below).

Due Diligence

Any Person that wishes to participate in the Bidding Process must: (i) execute a Confidentiality Agreement (the “**Confidentiality Agreement**” attached as **Appendix “A”**) and (ii) be a Qualified Bidder. Qualified Bidders who have executed the Confidentiality Agreement will be able to conduct due diligence.

The Trustee shall determine, in its sole discretion, which Qualified Bidders shall be afforded with access to additional confidential information to complete their reasonable due diligence.

The Trustee shall not be obligated to furnish information of any kind whatsoever to any Person that the Trustee determines not to be a Qualified Bidder. The Trustee will afford any Qualified Bidder the time and opportunity to conduct reasonable due diligence subject to the time frames contemplated by these Bidding Procedures. The Trustee will designate a representative to coordinate all reasonable requests for additional information and due diligence access from such Qualified Bidders.

Bid Requirements

All bids are required to include [unless such requirement is waived by the Trustee] the **“Required Bid Materials”** [

1. A letter stating that the bidder’s offer is irrevocable until the first business day after the Assets have been sold pursuant to the closing of the sale, or sales thereof, approved by the Court [
2. An executed copy of a proposed purchase agreement and a red line of the [qualified Bidder’s proposed purchase agreement reflecting variations from the Asset Purchase Agreement [the **“Marked Agreement”**] All [qualified bids must provide: (a) a commitment to close within two [2] business days after satisfaction of all conditions and a covenant to use commercial best efforts to satisfy all conditions [and (b) the identity of and contact information for the bidder and full disclosure of any affiliates and any debt or equity financing sources involved in such bid [
3. A cash deposit in the amount of 15% of the total purchase price in the form of a wire transfer, certified cheque or such other form acceptable to the Trustee [the **“Bid Deposit”**] which shall be placed in an escrow account [the **“Escrow Account”**] The Escrow Account shall not be subject to any Liens whatsoever of FIE’ creditors or otherwise, and funds shall be disbursed from the Escrow Account only as follows: (i) if the [qualified Bidder is the Successful Bidder, its Bid Deposit will be applied to the purchase price payable by it under its bid on the closing thereof [and (ii) if the [qualified Bidder is not the successful Bidder, then its Bid Deposit shall be returned to it [subject to the other provisions of these Bidding Procedures and the terms of its purchase agreement [
4. A representation by the bidder and written evidence that the bidder has a commitment for financing or other evidence of the proposed purchaser’s ability to

consummate the proposed transaction, including executed copies of any financing agreements, commitments, guarantees of the payment obligations of the proposed purchaser, and which the Trustee believes to be sufficient to satisfy the bidder's obligations under its proposed bid, including to consummate the transaction contemplated by the proposed purchase agreement submitted by it as provided above.

5. The bid shall not request or entitle the bidder to any transaction or break-up fee, expense reimbursement, termination or similar type of fee or payment and shall include an acknowledgement and representation of the bidder that it has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its offer, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express or implied, statutory or otherwise, regarding the Assets, the financial performance of the Assets or the physical condition of the Assets, or the completeness of any information provided in connection with these Bidding Procedures or the Asset Purchase Agreement.
6. The bid shall not contain any due diligence, financing or regulatory conditions of any kind other than those contained in the Asset Purchase Agreement, though the bid may be subject to the satisfaction of other specific conditions in all material respects at closing.
7. The bid shall fully disclose the identity of each entity that will be bidding for the Assets or otherwise participating in connection with such bid, and the complete terms of any such participation.
8. The bid shall state that the offering party consents to the jurisdiction of the Court.

9. The bid shall include evidence of authorization, or approval from the bidder's board of directors [or comparable governing body] with respect to the submission, execution, delivery and closing of the proposed Purchase Agreement of the bidder.
10. The bid shall state that the offering party has not acted, and will not act, in collusion with any other person in connection with its bid and
11. The bid shall identify any liabilities being assumed.

A bid received from a Qualified Bidder that includes all of the Required Bid Materials and is received by the Bid Deadline is a **“Qualified Bid”**.

“As Is, Where Is, With All Faults”

The sale of the Assets shall be on an “as is”, “where is” and “with all faults” basis and without representations, warranties, or guarantees, express, implied or statutory, written or oral, of any kind, nature, or description by the Trustee or its respective agents, representatives or estates, or any of the other parties participating in the sales process pursuant to these Bid Procedures, except as may otherwise be provided in a definitive Purchase Agreement with the Trustee. By submitting a bid, each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Assets, the financial performance of the Assets or the physical condition, existence or location of the Assets, or the completeness of any information provided in connection therewith, except as expressly stated in these Bidding Procedures or as set forth in a definitive Purchase Agreement. This section shall not merge on closing and is deemed incorporated by reference in all closing documents and deliveries.

Free of Any and All Liens

Except as otherwise provided in the Successful Bidders' Purchase Agreement, and subject to any Permitted Liens which may be defined in the Approval and Testing Order, all of the Trustee's right, title and interest in and to the Assets subject thereto shall be sold free and clear of all Liens pursuant to the terms of an Approval and Testing Order, in the form of Commercial List Model Approval and Testing Order.

Successful Bidder

If Qualified Bidders submit Qualified Bids, then the Trustee shall: (i) promptly following the Bid Deadline, review each Qualified Bid on the basis of the financial and contractual terms and the factors relevant to the Sale Process, including those factors affecting the speed and certainty of consummating the Sale Process and (ii) identify the best offer for the Assets ("Successful Bid") and the bidder or bidders making such bid (the "Successful Bidder").

At the hearing on the Sale Approval Motion, if required, the Trustee will present the Successful Bid to the Court for approval. The Trustee reserves all rights not to submit any bid which is not acceptable to the Trustee for approval by the Court

Acceptance of Qualified Bids

The sale of the Assets to any Successful Bidder by the Trustee is expressly conditional upon the approval of the Successful Bid by the Court at the hearing of the Sale Approval Motion, if required. The Trustee's presentation of any Qualified Bid to the Court for approval does not obligate the Trustee to close the transaction contemplated by such Qualified Bid until the Court approves the Bid. The Trustee will be deemed to have accepted a bid only when the bid has been approved by the Court at the hearing on the Sale Approval Motion.

Sale Approval Motion Hearing

The Sale Approval Motion, if required, shall be made returnable on or about August 21, 2020, subject to the Court's availability, and will be heard by the Court via a virtual hearing. The Trustee, in the exercise of its business judgment, reserves its right to change the date of the hearing of the Sale Approval Motion, if required, in order to achieve the maximum value for the Assets.

At the hearing of the Sale Approval Motion, if required, the Trustee shall seek approval from the Court to consummate the Successful Bid, and at the Trustee's election, to consummate the next best qualified Bid (the "**Back-Up Bid**"), and the party submitting the Back-Up Bid should the Successful Bid not be closed in accordance with its terms for any reason.

If the Successful Bidder fails to consummate an approved Sale Process within seven (7) business days after satisfaction of all conditions thereof, the Trustee may, but shall not be required to, consummate the Back-Up Bid, but without the requirement of any further approval thereof by the Court. The Back-Up Bid shall remain open until the first business day following the consummation of a Sale of the Assets to the Successful Bidder.

Modifications

The Trustee, acting reasonably, may: (i) determine which qualified Bid, if any, is the best offer and (ii) reject at any time before the issuance and entry of an Approval and Vesting Order approving a qualified Bid, any bid that is: (a) inadequate or insufficient (b) not in conformity with the requirements of the Bidding Procedures, or the terms and conditions of sale or (c) contrary to the best interests of the Trustee, FIE' estate or its creditors.

iscellaneous

The Bidding Procedures are solely for the benefit of the Trustee and nothing contained in these Bidding Procedures shall create any rights in any other person or bidder including without limitation rights as third party beneficiaries or otherwise

APPENDIX "5"

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made the 10th day of September, 2020

BETWEEN:

DODICK LANDAU INC.
in its capacity as Trustee in Bankruptcy re
FAN INTEGRATED EXPERIENCES LTD.
and not in its personal capacity whatsoever

(hereinafter called the "Vendor")
OF THE FIRST PART

- and -

a corporation
incorporated under the laws of Ontario

(hereinafter called the "Purchaser")
OF THE SECOND PART

WHEREAS:

- (a) on May 1, 2020, Fan Integrated Experiences Ltd. ("Fan") filed an assignment in bankruptcy and Dodick Landau Inc. was appointed as Trustee in Bankruptcy (the "Trustee") over the assets and undertakings of Fan; and
- (b) subject to the provisions of this Agreement, the Purchaser has agreed to purchase from the Vendor, and the Vendor has agreed to sell to the Purchaser all of its right, title and interest, in the Vendor's assets more particularly described in Schedule 1 of this Agreement.

Now therefore this Agreement witnesses that in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party to the other, the parties hereto agree as follows:

**ARTICLE 1
PURCHASE AND SALE OF ASSETS**

Section 1.01 Assets. The Purchaser agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser, subject to the terms and conditions hereof, all of the Vendor's right, title and interest in the assets set out in Schedule 1 attached to this Agreement, if any, and in and to the goodwill of the Vendor (such assets and good will collectively called the "Assets").

**ARTICLE 2
PURCHASE PRICE**

Section 2.01 Purchase Price. The purchase price (the "Purchase Price") for the Assets shall be as set out in Schedule 2 attached to this Agreement.

Section 2.02 Payment of Purchase Price. The Purchaser shall pay or satisfy the Purchase Price on Closing by bank draft, wire transfer or by certified cheque drawn on a Canadian chartered bank, and made payable to the Vendor or as required by the Approval and Vesting Order (as defined below) in accordance with Schedule 2.

Section 2.03 Transfer Taxes. The Purchaser shall pay at the Time of Closing, as that term is defined in Section 6.01 herein, in addition to the Purchase Price, all applicable federal and provincial sales and transfer taxes exigible in connection with this transaction. Alternatively, where applicable at the sole and reasonable opinion of the Vendor, the Purchaser shall have the option of furnishing the Vendor with such purchase exemption certificates, elections and other documentation, which are in form and content satisfactory to the Vendor, together with an indemnity satisfactory to the Vendor. Such indemnity shall hold the Vendor harmless from any costs, expenses or damages suffered by the Vendor as a result of the failure by the Purchaser either to pay any taxes exigible in accordance with this section, whether arising from reassessment or otherwise, or to file the appropriate certificates, elections or other documentation required of it, pursuant to the taxation statutes governing the granting of such exemptions.

Section 2.04 Deposit. Within 48 hours of acceptance of this Asset Purchase Agreement by the Trustee, the Purchaser shall deliver to the Vendor a cash deposit of 10% of the Purchase Price as set out in Schedule 2, which shall be held by Vendor as a deposit under this Agreement (the "Deposit") in good funds either by certified bank cheque or by wire transfer. At Closing, Vendor shall disburse the Deposit in accordance with their duties and obligations as Trustee, and such funds shall be applied to the Purchase Price. If the transaction contemplated by this Agreement is not consummated, the Deposit shall be returned to the Purchaser provided that if the Purchaser fails to comply with the terms of this Agreement, the Vendor may by notice to the Purchaser elect to treat this Agreement as having been repudiated by the Purchaser. In that event, the Deposit and any other payments made by the Purchaser shall be forfeited to the Vendor and the Purchased Assets may be resold by the Vendor.

ARTICLE 3 REPRESENTATIONS

Section 3.01 Vendor's Representations. The Vendor represents and warrants to the Purchaser that:

- (a) subject to the Vendor obtaining the Approval and Vesting Order (as defined below), the Vendor has the power and authority to enter into this Agreement and to sell and convey the right, title and interest, if any, of the Assets to the Purchaser in the manner contemplated by this Agreement;
- (b) the Vendor is not a non-resident of Canada within the meaning of section 116 of the Income Tax Act (Canada); and
- (c) all necessary court proceedings will have been taken by the Time of Closing to allow the Assets to be transferred to the Purchaser free and clear of encumbrances as contemplated as contemplated by this Agreement and the Approval and Vesting Order.

Section 3.02 Purchaser's Representations. The Purchaser hereby represents and warrants to and in favour of the Vendor that:

- (a) the Purchaser is and will be at the Time of Closing, a corporation validly incorporated and existing under the laws of Canada and has the requisite power and authority to enter into this Agreement and to complete the transaction (the "Transaction") of purchase and sale of the Assets as contemplated in this Agreement;
- (b) the Purchaser has taken all necessary corporate action to authorize the entering into and performance by it of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable in accordance with its terms;
- (c) the Purchaser is not, and it and its permitted assigns will not, at the Time of Closing, be a non-Canadian person ("Non-Canadian") within the meaning of the *Investment Canada Act* (Canada);
- (d) the Purchaser is a "registrant" under Part IX of the *Excise Tax Act* (Canada) and will notify the Vendor of its registration number prior to the Closing Date; and
- (e) written evidence that the bidder has a commitment for financing or other evidence of the proposed purchaser's ability to complete the Transaction.

**ARTICLE 4
COVENANTS AND OTHER AGREEMENTS**

4.01 Bidding Procedures

- (a) The Vendor, and the Purchaser acknowledge that this Agreement and the Transaction is subject to Court approval.
- (b) Should the Vendor proceed with seeking court approval in accordance with this section, the Vendor shall, on or before October 31, 2020, use its commercially reasonable efforts to have the Court make an order (the "Approval and Vesting Order") reasonably acceptable to the Purchaser approving the sale of the Assets to the Purchaser pursuant to this Agreement and vesting title to the Assets in the Purchaser or other such person free and clear of all encumbrances (the "Approval and Vesting Motion").
- (c) In the event leave to appeal is sought, an appeal is taken or a stay pending appeal is requested with respect to the Approval and Vesting Order, the Vendor shall promptly notify the Purchaser of such leave to appeal, appeal or stay request and shall promptly provide the Purchaser a copy of all the related notice(s) or order(s).

**ARTICLE 5
TITLE**

Section 5.01 Title Documents. The Vendor shall not be required to furnish or produce any abstract, deed, survey, declaration or other document or evidence of title with respect to the Assets, except those in its possession.

Section 5.02 "As Is, Where Is". Notwithstanding anything contained herein, the Purchaser confirms that it has entered into this Agreement on the basis that:

- (a) the Purchaser has conducted or will conduct its own investigations of the title, if any, to the Assets;
- (b) the Purchaser has and shall be deemed to have inspected the Assets, satisfied itself with respect to the Assets and all matters and things connected with or in any way related to the Assets, and to have relied entirely upon its own investigations and inspections in entering into this Agreement and accepting the Assets;
- (c) the Purchaser is purchasing the Assets on an "as is, where is" basis;
- (d) the Assets are being purchased as they will exist and at their location on the Time of Closing, and no adjustments will be allowed to the Purchaser for any change in condition, value, quantity or quality of the Assets or the removal or relocation of any of the Assets from its current location(s); and

- (e) the Vendor has made no representations, warranties, statements or promises (save and except as expressly stated in this Agreement) and has not guaranteed, represented, warranted nor agreed to any condition with respect to the Assets, whether statutory (including, without limitation, under the *Sale of Goods Act* (Ontario)), express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, all of which are expressly excluded, as to:
- (i) title, including, without limitation, the existence, validity, registration, enforceability or priority of any mortgages, charges, liens, encumbrances, security interests, claims or demands of whatsoever nature or kind affecting or in any way relating to any or all of the Assets;
 - (ii) the existence, condition, merchantability, description, fitness for any particular purpose or use, suitability, durability, marketability, condition, quantity or quality thereof of any or all of the Assets;
 - (iii) any other matter or thing whatsoever in respect of any or all of the Assets.

Section 5.03 Assignment of Contracts. Nothing in this Agreement shall be construed as an attempt to assign any contractual rights forming part of the Assets that are not assignable in whole or in part without the consent of the other party to such contract, unless the consent has been given or the assignment is otherwise lawful.

ARTICLE 6 CONDITIONS

Section 6.01 Conditions of the Purchaser. The obligation of the Purchaser to complete the purchase of the Assets is subject to the following conditions being fulfilled, or performed, at or prior to the Time of Closing:

- (a) the Purchaser shall have satisfied itself in its sole reasonable opinion that the state, quantity and condition of the Assets are satisfactory to it;
- (b) all representations and warranties of the Vendor contained in this Agreement shall be true and correct, and the Vendor shall have delivered to the Purchaser satisfactory evidence to that effect (provided that acceptance of such evidence and completion of the transaction contemplated by this Agreement shall not be a waiver of such representations and warranties);
- (c) the Vendor shall have complied with and performed all of its covenants and obligations contained in this Agreement;
- (d) no action or proceeding, at law or in equity, shall have been commenced or threatened by any person, firm, company, government, regulatory body or agency to enjoin, restrict or prohibit the transaction contemplated by this Agreement;

- (e) the Purchaser shall have received evidence satisfactory to it, acting reasonably, that Dodick Landau Inc. was duly appointed the Trustee of Fan and that Dodick Landau Inc. has authority to enter into this Agreement and complete the Transaction;
- (f) the Assets can be transferred to the Purchaser in accordance with this Agreement and pursuant to the Orders contemplated in subparagraph 4.01 and subject to subparagraph 5.03; and
- (g) the Vendor shall diligently apply to the Court for an Approval and Vesting Order on terms reasonably satisfactory to the Purchaser, vesting title to the Assets in the Purchaser without encumbrances and shall promptly notify the Purchaser of their disposition. The Purchaser, at its own expense, shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably require to obtain the Approval and Vesting Order, including, without limitation, such information as the Court may require to reasonably evaluate the Purchaser's financial ability to perform its obligations hereunder. It is expressly acknowledged by the Purchaser that the Vendor shall have no obligation to the Purchaser, at law or in equity or otherwise, to accept or recommend to the Court for approval the highest or any offer for any of the Assets, including this Agreement.

The foregoing conditions are for the exclusive benefit of the Purchaser, and any condition may be waived by it in whole or in part. Any such waiver is only binding on the Purchaser if it is made in writing. If the Purchaser refuses to waive one of the foregoing conditions, which are for its exclusive benefit, and such condition cannot be complied with by the Vendor, then either the Vendor or the Purchaser may, on notice in writing to the other party, rescind this Agreement and the parties shall have no further rights and remedies against each other other than return of the Purchaser's Deposit.

Section 6.02 Conditions of the Vendor. The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true and correct and the Purchaser shall have delivered to the Vendor satisfactory evidence to that effect (provided that acceptance of such evidence and completion of the Transaction shall not be a waiver of such representations and warranties);
- (b) the Purchaser shall have complied with and performed all of its covenants and obligations contained in this Agreement;
- (c) no action or proceeding, at law or in equity, shall have been commenced or threatened by any person, firm, company, government, regulatory body or agency to enjoin, restrict or prohibit the sale of the Assets contemplated by this Agreement;
- (d) none of the Assets shall have been redeemed by any person entitled to redeem them pursuant to the PPSA or any other statute or rule of law or equity;

- (e) the Purchaser shall have paid the Purchase Price in full to the Vendor or as may be otherwise directed;
- (f) the Vendor shall have obtained the Approval and Vesting Order in the manner contemplated in this Agreement;
- (g) the Purchaser shall commit to close the Transaction on January 12, 2021 after satisfaction of all conditions; and
- (h) the Purchaser shall consummate the Transaction, including executed copies of any financing agreements, commitments, guarantees of the payment obligations of the Purchaser, and which the Trustee believes to be sufficient to satisfy the Transaction.

The foregoing conditions are for the exclusive benefit of the Vendor, and any condition may be waived by it in whole or in part. Any such waiver is only binding on the Vendor if it is made in writing. If the Vendor refuses to waive one of the foregoing conditions, which are for its exclusive benefit, and such condition cannot be complied with by the Purchaser, then either the Vendor or the Purchaser may, on notice in writing to the other party, rescind this Agreement and the parties shall have no further rights and remedies against each other except for return of the Purchaser's Deposit.

ARTICLE 7 CLOSING

Section 7.01 Place of Closing. The completion of this transaction as it relates to the purchase of the Assets shall take place at the offices of the Vendor on; _____) or such earlier or later time or date as the parties may agree in writing (such time being referred to herein as the "Time of Closing"). If the Trustee receives written notice that any party will appeal the Approval and Vesting Order prior to the Time of Closing, the Trustee shall have the discretion to extend the Time of Closing until after the expiry of any applicable appeal periods.

Section 7.02 Deliveries on Closing by the Vendor. The Vendor shall deliver to the Purchaser at the Time of Closing:

- (a) all deeds, conveyances, bills of sale, and assignments in form and substance satisfactory to both counsel for the Vendor and the Purchaser, acting reasonably, as may be necessary to transfer its right, title and interest, if any, in and to the Assets to the Purchaser in the manner contemplated under this Agreement;
- (b) possession of the Assets to the Purchaser;
- (c) the Vesting Order; and
- (d) all other documents contemplated by this Agreement to effectually complete the

Transaction.

Section 7.03 Deliveries on Closing by the Purchaser. The Purchaser shall deliver to the Vendor at the Time of Closing:

- (a) the Purchase Price by way of bank draft, wire transfer or certified cheque drawn on a Canadian chartered bank and made payable to as directed by the Approval and Vesting Order and in accordance with Schedule 2 of this Agreement;
- (b) evidence satisfactory to the Vendor that the Purchaser has complied with the provisions of section 2.03 of this Agreement; and
- (c) all other documents contemplated by this Agreement to effectually complete the Transaction.

**ARTICLE 8
MISCELLANEOUS**

Section 8.01 Title and Risk. The Assets shall remain at the risk of the Vendor to the extent of its interest, until completion of the Transaction. Pending Closing, the Vendor shall hold all insurance policies and proceeds thereof in trust for itself, the Purchaser and all other parties as their respective interests may appear.

Section 8.02 Obligations to Survive. Notwithstanding the completion of the Transaction set out in this Agreement or the delivery of documents pursuant to this Agreement, the obligations, covenants, representations and warranties of the parties hereto shall survive the completion of the Transaction and shall remain in full force and effect and shall not merge as a result thereof.

Section 8.03 Dodick Landau Inc.'s Capacity. The parties hereto agree that Dodick Landau Inc. acts solely in its capacity as the Trustee of the undertaking, property and assets of Fan, and that Dodick Landau Inc. and its present or future agents, officers, directors, shareholders and employees shall have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith.

Section 8.04 Further Assurances. Each of the parties hereto from and after the Time of Closing shall, from time to time, and at the request and expense of the party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested for more effectually carrying out the true intent and meaning of this Agreement.

Section 8.05 Time of the Essence. Time shall be of the essence of this Agreement.

Section 8.06 Tender. Any tender of documents or money made pursuant to this Agreement may be made upon the Vendor or the Purchaser or their respective solicitors at or before the Time of Closing. Money may be tendered by bank draft, wire transfer or certified cheque drawn on a

Canadian chartered bank, and made payable to the Vendor.

Section 8.07 Currency. All references in this Agreement to monetary amounts, unless indicated to the contrary, are to Canadian currency.

Section 8.08 Notices. Any notice, demand or other communication required or permitted to be given to any party hereunder shall be given in writing and addressed as follows:

In the case of the Vendor:

Dodick Landau Inc.
4646 Dufferin Street, Suite 6
Toronto, ON M3H 5S4
Attention: Rahn Dodick
Facsimile No.: 416-649-7725
Email: rahn.dodick@dodick.ca

In the case of the Purchaser:

Any such notice shall be deemed to be sufficiently given if personally delivered or sent by facsimile transmission, or email with receipt acknowledged, and in each case shall be deemed to have been received by the other party on the same day on which it was delivered or sent by facsimile transmission or email, if such day is a business day, and, if not, on the next following business day.

Section 8.09 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any and all prior negotiations, understandings and agreements between the parties. This Agreement may not be amended or modified in any respect except by written instrument signed by the parties intended to be bound thereby.

Section 8.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the laws of Canada applicable therein.

Section 8.11 Singular, Plural and Gender. Words importing the singular include the plural and

vice versa, and words importing gender include the masculine, feminine and neuter genders. The term "person", as used herein, shall have the meaning ascribed to it pursuant to the *Business Corporations Act* (Ontario).

Section 8.12 Headings. The headings contained in this Agreement are for convenience of reference only, and shall not affect the meaning or interpretation hereof.

Section 8.13 Successors and Assigns. This Agreement shall be binding upon, and enure to the benefit of, the parties hereto and their respective successors and permitted assigns.

Section 8.14 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document and all counterparts and adopting instruments will be construed together and will constitute one and the same agreement.

The parties hereto have executed this Agreement at Toronto, Ontario on the date first written above.

DODICK LANDAU INC.

**in its capacity as Trustee in Bankruptcy of
FAN INTEGRATED EXPERIENCES LTD.
and not in its personal capacity whatsoever**

Per: _____
Name:
Title:

I have authority to bind the Corporation

SCHEDULE "I"

ASSETS OF FAN INTEGRATED EXPERIENCES LTD. BEING SOLD TO

Without limiting the generality of same, and subject to section 5.03 of this Agreement, Assets of the Vendor shall be the Trustee's rights, title and interest, if any, in the following assets as well as any other assets on hand at the Time of Closing (the "Purchased Assets"):

(a) domain names and social media associated with:

- a. musicrewards.com
- b. fixmusicapp.com
- c. social media: @musicrewards for Instagram, Facebook, Twitter Social media accounts; and
- d. details and metrics including Facebook, Twitter and Instagram follower information;

(b) software: backend system and mobile client code (except Nextbee library code bundled with the app) including:

- a. The app created by FIE in Java Script and Apache Cordova and currently housed in the Google App store and the Apple store and whatever other places it resides and called "Fix Music Rewards" (the "App");
- b. The internal point ledger system developed in house and launched in parallel to NextBee's ledger along with its authentication process;
- c. All revisions, updates, additions, add-ons, discontinued parts, and any development work done relating in any way to the App;
- d. All keys and passwords and components required to fully utilize and make modifications to the App;
- e. The administrative environments needed to run and maintain the App;
- f. The artist environments needed to manage the profile and run promotions and related functionality in the App;
- g. Support details (history, user tickets, resolutions for common problems, etc.) for the App;
- h. Detailed documentation showing the architecture of the App in relation to itself, administrative components, custom and third party plugins and Application Programming Interfaces and their related code;
- i. All historical metrics contained in the App and/or outside of the App showing the user preferences and buyer activity of the active users of the App;
- j. All software owned by FIE related in any way to the App or the business;

- (c) data associated with members, streaming data for artists/users, financial transaction data and fan stories including:
 - a. The artist list comprising approximately 90,000 artists; and
 - b. The customer list comprising approximately 950,000 people who downloaded the app of which 350,000 were active users for which there is user information.
- (d) promotional merchandise in the possession of the Trustee;
- (e) equipment in the possession of the Trustee;
- (f) all intellectual property owned by Fan that was used in connection with the Purchased Assets including without limitation, the business name, trade names, copyrights and trademarks, logos, designs (whether unregistered, registered or applied for) and any patents;
- (g) all pre-paid expenses and deposits relating to the Purchased Assets (other than deposits paid to suppliers, Governmental Authorities or customers of Fan);
- (h) all rights of Fan to tax refunds, credits, rebates or similar benefits relating to the Purchased Assets;
- (i) the Books and Records of Fan including:
 - a. Historical data for all external vendors, contractors and suppliers as related to the App;
 - b. Marketing history and marketing materials including graphical source files;
 - c. A list of suppliers past and present along with copies of any contracts held with suppliers past and present;
 - d. Legal opinions regarding sweepstakes and privacy issues and any other legal issues that required an opinion;
 - e. Contact information for the part time developer who worked on the App;
 - f. Brief documentation outlining all of the steps that would be required to re-launch the App;
 - g. A list of vendors who supply the rewards won by the customers of the App;
 - h. All historical financial information, legal documentation, and software notes related to the App;
- (j) all goodwill associated with Fan, including, without limitation, the brand name (the "Goodwill"); and
- (k) Any other assets owned by the Company and available for purchase in this bankruptcy process.

SCHEDULE "2"

PURCHASE PRICE FOR THE ASSETS OF FAN INTEGRATED EXPERIENCES LTD.
BEING SOLD TO

The purchase price (the "Purchase Price") for the purchase, sale, assignment and conveyance of the Vendor's right, title and interest in, to and under the Purchased Assets, free and clear of all interests, claims, liens and encumbrances, shall consist of:

- a. **Cash:** the Purchaser shall pay to the Vendor by electronic transfer, bank draft or certified cheque the amount of _____ less the aggregate total of any and all deposits received, payable on closing..

APPENDIX "6"

Court File No. 31-2642560
Estate No. 31-2642560

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

IN THE MATTER OF THE BANKRUPTCY OF
FAN INTEGRATED EXPERIENCES LTD.
OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO

AFFIDAVIT OF RAHN DODICK

(Sworn November 3, 2020)

I, **RAHN DODICK**, of the City of Toronto, in the province of Ontario, **MAKE OATH AND SAY:**

1. I am President of Dodick Landau Inc. ("**DLI**"), and the Trustee of the Estate of Fan Integrated Experiences Ltd. (the "**Company**") and as such have knowledge of the matters deposed to or, where based on information and belief, believe the same to be true.
2. On May 1, 2020, the Company filed an assignment in bankruptcy and DLI was appointed as Trustee in Bankruptcy of the estate. (the "**Trustee**").
3. DLI's fees and disbursements charged to the estate for the period April 1, 2020 through to November 3, 2020 (the "**Billing Period**") are summarized in invoices rendered to the estate. The invoices contain a fair and accurate description of the services provided, the disbursements incurred, and the amounts charged by DLI, based on the firm's standard rates and charges.
4. Copies of the invoices have been attached hereto as **Exhibit "A"**.
5. Attached hereto as **Exhibit "B"** is a chart summarizing the services of the timekeepers reflected in the Invoices, including the timekeepers' hourly rate, as applicable, in addition to the total fees and hours billed (the "**Billing Summary**"). The Billing Summary reflects an average hour rate of \$290.19 was charged.

6. The total amount being claimed for the services performed by DLI for the Billing Period, for which approval is being sought from this Court is \$70,284.50 for fees and \$2,996.49 for disbursements, exclusive of HST.
7. The affidavit is sworn in support of the Trustee's motion for approval of its fees and disbursements, as well as those of its legal representatives – claimed on a motion along with various other relief – and for no other or improper purpose.

SWORN BEFORE ME at the
City of Toronto in the Province of Ontario
this 3rd day of November 2020.

B. McKnight

A Commissioner for Taking Affidavits

Name: Brenda Lenore McKnight
a Commissioner, etc.,
Province of Ontario, for Dodick Landau Inc.
Expires April 30, 2022.

Rahn Dodick

RAHN DODICK, CA, CIRP, LIT

DODICK LANDAU

This is Exhibit A to the Affidavit
of Rann Dodick
Sworn before me this 3rd day
of November, 2020
Bmcknight
A Commissioner, etc., 10030
Issued Date: 11/01/2020

Brenda Lenore McKnight
a Commissioner, etc.,
Province of Ontario, for Dodick Landau Inc.
Expires April 30, 2022.

Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON
M3H 5S4
Phone: 416-645-0542
www.dodick.ca

Fan Integrated Experiences Ltd.
c/o Dodick Landau Inc., Trustee in Bankruptcy
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Enclosed please find our statement of account for services rendered in our capacity as Trustee in Bankruptcy. The following is a summary of time by staff member.

Client Reference Number: FAN-0420-CF

Professional Fees

Date	Description	Name	Hourly Rate	Hours	Total
04/01/2020	Bankruptcy - Assignment: Call with Gerald Deifer re: options and filing a bankruptcy.	RD	\$375.00	1.10	\$412.50
04/03/2020	Bankruptcy - Assignment: Prepare list of information and send to Gerry D.	RD	\$375.00	0.60	\$225.00
04/04/2020	Bankruptcy - Assignment: Call with Gerry D. and answered questions.	RD	\$375.00	0.20	\$75.00
04/09/2020	Bankruptcy - Assignment: Email exchanges with Gerry D.	RD	\$375.00	0.20	\$75.00
04/20/2020	Bankruptcy - Assignment: Calls and emails with Jerry D.	RD	\$375.00	0.30	\$112.50
04/22/2020	Bankruptcy - Assignment: Review various documents and formulate questions for management.	RD	\$375.00	1.20	\$450.00
04/23/2020	Bankruptcy - Assignment: Review documents received. Review board minutes re: current remaining director. Draft emails to Gerry D. re: additional information needed. Consult with legal counsel.	RD	\$375.00	2.40	\$900.00
04/23/2020	Bankruptcy - Assignment: Calls with Gerry D. to answer his questions.	RD	\$375.00	0.60	\$225.00

04/23/2020	Bankruptcy - Assignment: Emails with instructions to Brenda M. regarding preparation for filing.	RD	\$375.00	0.80	\$300.00
04/23/2020	Bankruptcy - Assignment: Work on filing documents entry.	BM	\$175.00	3.30	\$577.50
04/23/2020	Bankruptcy - Assignment: Record deposit.	BM	\$175.00	0.10	\$17.50
04/24/2020	Bankruptcy - Assignment: Calls with Gerry D. re: creditor list and other matters.	RD	\$375.00	0.40	\$150.00
04/24/2020	Bankruptcy - Assignment: Review supporting documents and amend creditor list on SOA. Add asset list to SOA. Draft email to Brenda M. with instructions re: completing the documents.	RD	\$375.00	2.20	\$825.00
04/24/2020	Bankruptcy - Assignment: Revision re filing documents.	BM	\$175.00	0.50	\$87.50
04/24/2020	Bankruptcy - Assignment: Do revisions provided by RD, print, scan, Send to RD.	BM	\$175.00	1.00	\$175.00
04/27/2020	Bankruptcy - Assignment: Review final version of documents. Email exchange with Brenda M. Email to Gerry D.	RD	\$375.00	1.20	\$450.00
04/27/2020	Bankruptcy - Assignment: Work on Statement of Affairs, assets, etc.	BM	\$175.00	0.80	\$140.00
04/27/2020	Bankruptcy - Assignment: Revise documents, re additional information	BM	\$175.00	1.30	\$227.50
04/27/2020	Bankruptcy - Assignment: Draft Notice for newspaper re meeting of creditors	BM	\$175.00	0.20	\$35.00
04/27/2020	Bankruptcy - Assignment: Print documents, scan, Send by email documents to Gerry Deifer for review.	BM	\$175.00	1.20	\$210.00
04/28/2020	Bankruptcy - Assignment: Call with Gerry D. Email exchanges with Brenda M.	RD	\$375.00	0.40	\$150.00
04/28/2020	Bankruptcy - Assignment: Meeting for bankruptcy sign up sign up.	RD	\$375.00	1.50	\$562.50
04/28/2020	Bankruptcy - Assignment: Re-do documents for bankruptcy.	BM	\$175.00	0.60	\$105.00
04/28/2020	Bankruptcy - Assignment: Talk to Gerry Deifer re document explanations.	BM	\$175.00	0.30	\$52.50
04/28/2020	Bankruptcy - Assignment: Email RD re Fan update.	BM	\$175.00	0.20	\$35.00
04/29/2020	Bankruptcy - Assignment: Call and email exchanges with Gerry D.	RD	\$375.00	0.40	\$150.00
04/29/2020	Bankruptcy - Assignment: Reprint all documents. Make amendments. Scan and send to RD.	BM	\$175.00	0.70	\$122.50
04/30/2020	Bankruptcy - Assignment: Meeting with Gerry D. re: sign bankruptcy assignment documents. Discuss with Gerry D. next steps.	RD	\$375.00	1.20	\$450.00
05/01/2020	Bankruptcy - Assignment: Bankruptcy filing. Review ad. Email exchange with Naomi L.	RD	\$375.00	0.80	\$300.00

05/01/2020	Bankruptcy - Assignment: gathering background information	NL	\$275.00	0.25	\$68.75
05/01/2020	Bankruptcy - Assignment: Check efile requirements, email RD	BM	\$175.00	0.10	\$17.50
05/01/2020	Bankruptcy - Assignment: Receive Certificate of Appointment. Update file. Set up files.	BM	\$175.00	0.40	\$70.00
05/01/2020	Bankruptcy - Assignment: Finalize Legal Notice, submit to Trustee for approval.	BM	\$175.00	0.50	\$87.50
05/01/2020	Bankruptcy - Assignment: Efile documents to OSB. Set up files in drive. Scan all documents to drive. Set up paper filing system. Start on legal notice.	BM	\$175.00	2.30	\$402.50
05/01/2020	Bankruptcy - Assignment: Business Consent - prepare for mailing to CRA.	BM	\$175.00	0.20	\$35.00
05/04/2020	Bankruptcy - Assignment: Email exchange with Andrew P. Review and sign creditor package. Email to Naomi L. re: prep for MOC.	RD	\$375.00	0.40	\$150.00
05/04/2020	Bankruptcy - Assignment: Email to management re: taking possession of assets.	RD	\$375.00	0.20	\$75.00
05/04/2020	Bankruptcy - Assignment: gathering background information	NL	\$275.00	0.50	\$137.50
05/04/2020	Bankruptcy - Assignment: Email Toronto Star re legal notice.	BM	\$175.00	0.30	\$52.50
05/04/2020	Bankruptcy - Assignment: Receive and upload license. Convert file to active estate. Prepare Proof of Claim and Proxy. Prepare Form 68. Assemble package with proxy and instruction. Send to RD for form 68 signature. Prepare labels for mailing.	BM	\$175.00	1.30	\$227.50
05/04/2020	Bankruptcy - Assignment: Receive Form 68. Create affidavit, revise, scan, etc. Print mailing list. Print creditors package. Prepare envelopes. Email RD re contacts, finalize mail, take to post office.	BM	\$175.00	4.90	\$857.50
05/05/2020	Bankruptcy - Assignment: Email exchanges with Brenda M. re: creditor enquiry.	RD	\$375.00	0.20	\$75.00
05/05/2020	Bankruptcy - Assignment: Print legal notice with dates, etc., send to RD for approval.	BM	\$175.00	0.30	\$52.50
05/06/2020	Bankruptcy - Assignment: Email exchange with Brenda M. Review final ad in newspaper.	RD	\$375.00	0.20	\$75.00
05/06/2020	Bankruptcy - Assignment: Call with Naomi L. re: sales process and preliminary report.	RD	\$375.00	0.30	\$112.50
05/06/2020	Bankruptcy - Assignment: discussion re report	NL	\$275.00	0.15	\$41.25
05/06/2020	Bankruptcy - Assignment: Record accruals re Fan disbursements re creditors package. Record disbursement re legal notice	BM	\$175.00	0.10	\$17.50
05/06/2020	Bankruptcy - Assignment: Finalize legal notice.	BM	\$175.00	0.20	\$35.00

Email R.D.					
05/07/2020	Bankruptcy - Assignment: Email exchanges with Andrew P. and Dan P. Instructions to Andrew P.	RD	\$375.00	0.60	\$225.00
05/08/2020	Bankruptcy - Assignment: working on report and sales process	NL	\$275.00	0.75	\$206.25
05/11/2020	Bankruptcy - Assignment: Prepare NOI notice to shareholders, label envelopes, prepare for mail. Talk to Gerry re who should receive notice. Send by mail, notice to Pryor Cashman after having email returned on two occasions.	BM	\$175.00	1.00	\$175.00
05/13/2020	Bankruptcy - Assignment: Call with Andrew P. re: possession.	RD	\$375.00	0.30	\$112.50
05/13/2020	Bankruptcy - Assignment: Email exchanges with Naomi L.	RD	\$375.00	0.20	\$75.00
05/13/2020	Bankruptcy - Assignment: Meeting with Gerry D. and Dan P. re possession of IT assets and various accounts.	RD	\$375.00	2.40	\$900.00
05/13/2020	Bankruptcy - Assignment: working on report and sales process	NL	\$275.00	0.55	\$151.25
05/13/2020	Bankruptcy - Assignment: Prep for and conference call with Rahn, Dan and Gerry for IT consulting re: admin access and credentials.	AP	\$275.00	2.00	\$550.00
05/14/2020	Bankruptcy - Assignment: Partial call with Andre P. re: possession and credentials.	RD	\$375.00	0.60	\$225.00
05/14/2020	Bankruptcy - Assignment: Call with Naomi L. re: preliminary report and sales process.	RD	\$375.00	0.40	\$150.00
05/14/2020	Bankruptcy - Assignment: working on report and sales process	NL	\$275.00	0.25	\$68.75
05/14/2020	Bankruptcy - Assignment: Record Proof of Claim, scan, set up file.	BM	\$175.00	0.60	\$105.00
05/14/2020	Bankruptcy - Assignment: Receive Proof of Claim, review, send email requesting invoices.	BM	\$175.00	0.40	\$70.00
05/15/2020	Bankruptcy - Assignment: Review preliminary report and make amendments.	RD	\$375.00	1.40	\$525.00
05/15/2020	Bankruptcy - Assignment: Review and amend sales process. Email Naomi L. re: other documents needed.	RD	\$375.00	1.30	\$487.50
05/15/2020	Bankruptcy - Assignment: Email to Gerry D. re: review of list of potential interested parties.	RD	\$375.00	0.20	\$75.00
05/15/2020	Bankruptcy - Assignment: working on report and sales process	NL	\$275.00	0.30	\$82.50
05/16/2020	Bankruptcy - Assignment: review of mark ups to sales process and preliminary report	NL	\$275.00	0.15	\$41.25
05/19/2020	Bankruptcy - Assignment: Further update of passwords for list provided by Dan P. Worked with Google support to revoke super admin rights for Jerry D. account.	AP	\$275.00	2.75	\$756.25
05/20/2020	Bankruptcy - Assignment: Call with Jerry D.	RD	\$375.00	0.30	\$112.50
05/20/2020	Bankruptcy - Assignment: Finalize preliminary report. Email	RD	\$375.00	0.80	\$300.00

	exchanges with Brenda M. re: meeting of creditors. Email exchange with creditor.				
05/20/2020	Bankruptcy - Assignment: Record Proof of Claim re NextBee. Admit claim, look up exchange rate, scan, save to drive, file.	BM	\$175.00	0.60	\$105.00
05/21/2020	Bankruptcy - Assignment: Call with Brenda M. re: prep for meeting of creditors.	RD	\$375.00	0.30	\$112.50
05/21/2020	Bankruptcy - Assignment: Review of letter from Darren O. requesting an adjournment of the meeting of creditors. Emails and voice mail message to Mr. O'Keefe.	RD	\$375.00	0.50	\$187.50
05/21/2020	Bankruptcy - Assignment: Chair meeting of creditors which was adjourned.	RD	\$375.00	0.40	\$150.00
05/21/2020	Bankruptcy - Assignment: Review again company records and previous correspondence from shareholders and creditors as a result of concerns expressed at meeting of creditors. Provide information to legal counsel for review.	RD	\$375.00	0.70	\$262.50
05/21/2020	Bankruptcy - Assignment: review of mark ups to sales process and preliminary report	NL	\$275.00	0.75	\$206.25
05/21/2020	Bankruptcy - Assignment: Correspondence with creditors re Proof of Claim. Send out preliminary report. Update claims register. Talk to RD re MOC. Correspond with NextBee.	BM	\$175.00	2.20	\$385.00
05/21/2020	Bankruptcy - Assignment: Fan - Meeting of Creditors - work on Natalie Ochrym's information for Proof of Claim, receive letter from D. O'Keefe re A. Di Iorio. Attend meeting. Finalize notes. Email Natalie. Efile Trustee's Preliminary Report to OSB. Clean up notes taken in meeting.	BM	\$175.00	2.20	\$385.00
05/21/2020	Bankruptcy - Assignment: Look at call list re Fan MOC. Send Natalie O. info re her new Fan Proof of Claim.	BM	\$175.00	0.50	\$87.50
05/22/2020	Bankruptcy - Assignment: Call with Gerry D.	RD	\$375.00	0.30	\$112.50
05/25/2020	Bankruptcy - Assignment: Fan - send out blank Proof of Claim for as creditor Natalie required - separate pages.	BM	\$175.00	0.30	\$52.50
05/26/2020	Bankruptcy - Assignment: Attend at post office to redirect mail.	RD	\$375.00	0.50	\$187.50
05/26/2020	Bankruptcy - Assignment: Worked with Dan P. to determine which accounts were no longer in use.	AP	\$275.00	1.00	\$275.00
05/28/2020	Bankruptcy - Assignment: Call with Caitlin F.	RD	\$375.00	0.40	\$150.00
05/28/2020	Bankruptcy - Assignment: Receive call from Gerry D.	RD	\$375.00	0.40	\$150.00
06/01/2020	Bankruptcy - Assignment: Email exchange with Andrew P.	RD	\$375.00	0.20	\$75.00
06/01/2020	Bankruptcy - Assignment: Prepare affidavit of mailing. Look at N.Ochrym's Proof of Claim, send email. Set up files for estate. Miscellaneous filing.	BM	\$175.00	1.40	\$245.00
06/02/2020	Bankruptcy - Assignment: Prepare form 66 and 68, scan to drive,	BM	\$175.00	0.70	\$122.50

	efile, scan/confirm. Respond to email from Natalie. Respond to email from Ankee at Nextbee.				
06/02/2020	Bankruptcy - Assignment: Conduct inventory count.	TP	\$175.00	2.30	\$402.50
06/03/2020	Bankruptcy - Assignment: Discuss reconvened meeting with Brenda M. Send email to Caitlin F.	RD	\$375.00	0.40	\$150.00
06/03/2020	Bankruptcy - Assignment: Prepare for reconvened meeting of creditors.	RD	\$375.00	0.40	\$150.00
06/03/2020	Bankruptcy - Assignment: Email exchange with Dan P.	RD	\$375.00	0.20	\$75.00
06/03/2020	Bankruptcy - Assignment: Review and email exchange with Brenda M. re: Di Ioria claim.	RD	\$375.00	0.30	\$112.50
06/03/2020	Bankruptcy - Assignment: Prepare for meeting of creditors. Review files.	BM	\$175.00	1.30	\$227.50
06/03/2020	Bankruptcy - Assignment: Letter for mail redirection.	BM	\$175.00	0.30	\$52.50
06/03/2020	Bankruptcy - Assignment: Review proof to claim received from A. Di Iorio. Email R.D. Get spot rate re exchange Canada to U.S. Calculate exchange. Have R.D. review. Print new attendance sheets for meeting of Creditors.	BM	\$175.00	1.20	\$210.00
06/04/2020	Bankruptcy - Assignment: Email exchanges and phone calls in advance of the reconvened meeting of creditors with Caitlin Fell, Brenda McKnight, with OSB representatives and Grant Thornton. Review letter from Darren O'Keefe.	RD	\$375.00	1.80	\$675.00
06/04/2020	Bankruptcy - Assignment: Attend and chair reconvened meeting of creditors.	RD	\$375.00	1.10	\$412.50
06/04/2020	Bankruptcy - Assignment: Call with Caitlin F.	RD	\$375.00	0.30	\$112.50
06/04/2020	Bankruptcy - Assignment: Follow up email exchange with the Official Receiver at the OSB.	RD	\$375.00	0.20	\$75.00
06/04/2020	Bankruptcy - Assignment: attending first meeting of creditors	NL	\$275.00	1.00	\$275.00
06/04/2020	Bankruptcy - Assignment: Scan Fan affidavit, save to drive.	BM	\$175.00	0.20	\$35.00
06/04/2020	Bankruptcy - Assignment: Read and forward email to RD re Fan Meeting of Creditors and substitution.	BM	\$175.00	0.20	\$35.00
06/04/2020	Bankruptcy - Assignment: Receive and sort/organize proof of claim with invoices and cancelled cheques. Admit claim for voting. Scan and save to drive, file.	BM	\$175.00	0.70	\$122.50
06/04/2020	Bankruptcy - Assignment: Prepare for meeting of creditors. Print Dan's okay to be inspector.	BM	\$175.00	0.20	\$35.00
06/04/2020	Bankruptcy - Assignment: Attend Meeting of Creditors.	BM	\$175.00	1.20	\$210.00
06/04/2020	Bankruptcy - Assignment: Start on revision of notes from Meeting of Creditors.	BM	\$175.00	0.40	\$70.00

	Save proposed substitute trustee information. Save attendance sheet to drive.				
06/04/2020	Bankruptcy - Assignment: Finish revision of notes from meeting of creditors.	BM	\$175.00	1.20	\$210.00
06/05/2020	Bankruptcy - Assignment: Email exchange with Andrew P.	RD	\$375.00	0.10	\$37.50
06/05/2020	Bankruptcy - Assignment: Review and exchange emails with Darren O'Keefe.	RD	\$375.00	0.20	\$75.00
06/05/2020	Bankruptcy - Assignment: Email exchanges with Jerry D. and Dan P.	RD	\$375.00	0.40	\$150.00
06/05/2020	Bankruptcy - Assignment: Read letters in email. Read and save to drive.	BM	\$175.00	0.50	\$87.50
06/07/2020	Bankruptcy - Assignment: Email to Caitlin F.	RD	\$375.00	0.30	\$112.50
06/08/2020	Bankruptcy - Assignment: Begin review of claims received to date.	RD	\$375.00	0.30	\$112.50
06/08/2020	Bankruptcy - Assignment: Call w RD re next steps	NL	\$275.00	0.15	\$41.25
06/08/2020	Bankruptcy - Assignment: Read and save correspondence.	BM	\$175.00	0.40	\$70.00
06/09/2020	Bankruptcy - Assignment: Meet Jerry D.	RD	\$375.00	0.40	\$150.00
06/09/2020	Bankruptcy - Assignment: Email to inspectors re: scheduling of first meeting of the Inspectors.	RD	\$375.00	0.30	\$112.50
06/09/2020	Bankruptcy - Assignment: Review various correspondence received from representatives of Anthony Di Iorio. Review results of vote. Provide detailed comments to legal counsel.	RD	\$375.00	3.20	\$1,200.00
06/09/2020	Bankruptcy - Assignment: review of email exchanges	NL	\$275.00	0.10	\$27.50
06/09/2020	Bankruptcy - Assignment: Send out creditors package.	BM	\$175.00	0.10	\$17.50
06/10/2020	Bankruptcy - Assignment: Review proofs of claim and provide notes for Brenda M. to review.	RD	\$375.00	1.20	\$450.00
06/10/2020	Bankruptcy - Assignment: Send out proxy form, received back, enter.	BM	\$175.00	0.40	\$70.00
06/11/2020	Bankruptcy - Assignment: Review claims. Email exchange with Caitlin F. Email exchange with Brenda M.	RD	\$375.00	2.60	\$975.00
06/11/2020	Bankruptcy - Assignment: Review bidding procedures and email exchange with Caitlin F. re: document. Send copy to inspectors for their review.	RD	\$375.00	0.70	\$262.50
06/11/2020	Bankruptcy - Assignment: Provide to trustee information/claims re Natalie O. new claim. Reprint, save to drive.	BM	\$175.00	0.60	\$105.00
06/11/2020	Bankruptcy - Assignment: Review Proof of Claim comments by Trustee. Provide insight, information as required.	BM	\$175.00	2.00	\$350.00

06/12/2020	Bankruptcy - Assignment: Chair Fan meeting of inspectors.	RD	\$375.00	0.80	\$300.00
06/12/2020	Bankruptcy - Assignment: Preparation for meeting of inspectors. Call with legal counsel.	RD	\$375.00	0.60	\$225.00
06/12/2020	Bankruptcy - Assignment: Review legal counsel correspondence.	RD	\$375.00	0.30	\$112.50
06/12/2020	Bankruptcy - Assignment: Call with Gerry D. regarding info requested by inspectors. Email to inspectors with information requested.	RD	\$375.00	0.40	\$150.00
06/12/2020	Bankruptcy - Assignment: Call with Caitlin F. and review letter drafted to inspectors.	RD	\$375.00	0.30	\$112.50
06/12/2020	Bankruptcy - Assignment: discussion w RD re next steps	NL	\$275.00	1.08	\$297.00
06/12/2020	Bankruptcy - Assignment: Preparation for Meeting of Inspectors. Record claims, review claims. BIA lookup. Check BIA re conversation US to CDN. Email Rohit at Nextbee.	BM	\$175.00	4.10	\$717.50
06/12/2020	Bankruptcy - Assignment: Attend via teleconference, Meeting of Inspectors. Check and perfect notes/record. Save all to drive.	BM	\$175.00	2.50	\$437.50
06/12/2020	Bankruptcy - Assignment: Email to Natalie re Proof of Claim request.	BM	\$175.00	0.20	\$35.00
06/13/2020	Bankruptcy - Assignment: Preparation for meeting of inspectors. Chair meeting of inspectors. Emails to Inspectors re: scheduling continuation of meeting.	RD	\$375.00	2.20	\$825.00
06/13/2020	Bankruptcy - Assignment: Call with Jerry D. re: queries of Mr. O'keefe as Inspector re: whether Mr. Fell provided him with legal advice.	RD	\$375.00	0.30	\$112.50
06/13/2020	Bankruptcy - Assignment: Review letter to Inspectors from Caitlin F.	RD	\$375.00	0.20	\$75.00
06/15/2020	Bankruptcy - Assignment: Review letter from creditor.	RD	\$375.00	0.20	\$75.00
06/15/2020	Bankruptcy - Assignment: Email exchanges with Brenda M.	RD	\$375.00	0.20	\$75.00
06/15/2020	Bankruptcy - Assignment: Email to inspectors scheduling reconvened meeting of the inspectors.	RD	\$375.00	0.30	\$112.50
06/15/2020	Bankruptcy - Assignment: Review claims	BM	\$175.00	0.30	\$52.50
06/15/2020	Bankruptcy - Assignment: Deal with UPS	BM	\$175.00	0.30	\$52.50
06/15/2020	Bankruptcy - Assignment: Follow up with Rohit re Nextbee claim.	BM	\$175.00	0.30	\$52.50
06/15/2020	Bankruptcy - Assignment: Print documents received from Natalie Ochrym.	BM	\$175.00	0.40	\$70.00
06/15/2020	Bankruptcy - Assignment: Copying, send proof of claim to RD.	BM	\$175.00	0.50	\$87.50
06/16/2020	Bankruptcy - Assignment: Compile information requested by	RD	\$375.00	1.80	\$675.00

Date	Description	Code	Rate	Hours	Amount
	Darren O'keefe re: claims received to date and days/times received. Draft email to Mr. O'Keefe. Consult with the OR at OSB re: repeated requests for various information by Mr. O'Keefe.				
06/16/2020	Bankruptcy - Assignment: Email exchanges with Mr. O'Keefe re: rescheduling reconvened meeting of inspectors.	RD	\$375.00	0.30	\$112.50
06/16/2020	Bankruptcy - Assignment: On hold with UPS re customs re Fan computer etc.	BM	\$175.00	0.40	\$70.00
06/17/2020	Bankruptcy - Assignment: Preparation for and chair reconvened meeting of inspectors.	RD	\$375.00	0.80	\$300.00
06/17/2020	Bankruptcy - Assignment: Call with Naomi L. re: sales process.	RD	\$375.00	0.30	\$112.50
06/17/2020	Bankruptcy - Assignment: discussion w RD re next steps, attending inspectors meeting	NL	\$275.00	0.80	\$220.00
06/17/2020	Bankruptcy - Assignment: Receive Proof of Claim from Pryor Cashman, review, admit, enter proxy, scan, save, file.	BM	\$175.00	0.30	\$52.50
06/17/2020	Bankruptcy - Assignment: Contact Natalie re additional requirements to amend claim.	BM	\$175.00	0.20	\$35.00
06/17/2020	Bankruptcy - Assignment: Meeting of Inspectors preparation, sit in, take note, record, save.	BM	\$175.00	1.10	\$192.50
06/17/2020	Bankruptcy - Assignment: Receive, read retainer agreement from Natalie.	BM	\$175.00	0.20	\$35.00
06/17/2020	Bankruptcy - Assignment: Review Proof of Claims. Receive, review, enter, scan, save file.	BM	\$175.00	0.50	\$87.50
06/17/2020	Bankruptcy - Assignment: Go through Meeting of Creditors and Meeting of Inspectors material. Set up files.	BM	\$175.00	0.70	\$122.50
06/19/2020	Bankruptcy - Assignment: Work on Minutes, Meeting of Creditors plus reconvened Meeting of Creditors.	BM	\$175.00	2.80	\$490.00
06/19/2020	Bankruptcy - Assignment: Work on Minutes, Meeting of Inspectors and reconvened Meeting of inspectors.	BM	\$175.00	1.70	\$297.50
06/20/2020	Bankruptcy - Assignment: working on teaser for sales process	NL	\$275.00	0.65	\$178.75
06/21/2020	Bankruptcy - Assignment: working on teaser for sales process	NL	\$275.00	0.90	\$247.50
06/22/2020	Bankruptcy - Assignment: Review draft teaser and CA and make some amendments. Email Naomi L.	RD	\$375.00	0.80	\$300.00
06/22/2020	Bankruptcy - Assignment: Call with Naomi L. to discuss sales process and review contents for CIM.	RD	\$375.00	0.70	\$262.50
06/22/2020	Bankruptcy - Assignment: Detailed email to management requesting additional info for CIM.	RD	\$375.00	0.20	\$75.00
06/22/2020	Bankruptcy - Assignment: working on teaser for sales process	NL	\$275.00	0.30	\$82.50
06/23/2020	Bankruptcy - Assignment: Review latest letter from Darren O'Keefe and email Caitlin F.	RD	\$375.00	0.50	\$187.50

06/23/2020	Bankruptcy - Assignment: review of correspondence from Jerry re teaser, finalizing for circulation	NL	\$275.00	0.15	\$41.25
06/25/2020	Bankruptcy - Assignment: Call with Naomi L. re: drafting of CIM. Email exchanges re: interested purchaser.	RD	\$375.00	0.30	\$112.50
06/25/2020	Bankruptcy - Assignment: drafting CIM for sales process	NL	\$275.00	1.40	\$385.00
06/26/2020	Bankruptcy - Assignment: Email exchanges with interested party.	RD	\$375.00	0.40	\$150.00
06/26/2020	Bankruptcy - Assignment: Discuss sales process with Naomi L. and Brenda M.	RD	\$375.00	0.20	\$75.00
06/26/2020	Bankruptcy - Assignment: drafting CIM for sales process, exchange of emails w interested party	NL	\$275.00	0.95	\$261.25
06/26/2020	Bankruptcy - Assignment: Send personalized teaser re sales process.	BM	\$175.00	1.50	\$262.50
06/28/2020	Bankruptcy - Assignment: Email exchange with Naomi L. and provide her with final CA for interested party.	RD	\$375.00	0.20	\$75.00
06/29/2020	Bankruptcy - Assignment: AProve updates to website with sales process documents.	RD	\$375.00	0.30	\$112.50
06/29/2020	Bankruptcy - Assignment: Review amendments to CA made by legal counsel of prospective purchaser. Forward to Caitlin F. for review.	RD	\$375.00	0.30	\$112.50
06/29/2020	Bankruptcy - Assignment: Review emails from prospective interested party.	RD	\$375.00	0.20	\$75.00
06/29/2020	Bankruptcy - Assignment: Provide to the Inspectors of the estate the information requested at the first meeting of the inspectors.	RD	\$375.00	0.30	\$112.50
06/29/2020	Bankruptcy - Assignment: drafting CIM for sales process, exchange of emails w interested party	NL	\$275.00	1.45	\$398.75
06/30/2020	Bankruptcy - Assignment: Call with Jerry D. and Naomi L. re: gathering of marketing information to complete the CIM. Discuss ways of marketing the opportunity.	RD	\$375.00	0.80	\$300.00
06/30/2020	Bankruptcy - Assignment: Send teaser to prospective interested party with intro email.	RD	\$375.00	0.20	\$75.00
06/30/2020	Bankruptcy - Assignment: call w Gerry D. re his recommended list of interested parties and content for CIM	NL	\$275.00	1.05	\$288.75
07/02/2020	Bankruptcy - Assignment: Email exchanges with Caitlin F. re: amendments to the CA by a prospective interested party. Apply changes and return BL to party.	RD	\$375.00	0.50	\$187.50
07/02/2020	Bankruptcy - Assignment: working on CIM	NL	\$275.00	0.22	\$60.50
07/02/2020	Bankruptcy - Assignment: Respond to email	BM	\$175.00	0.20	\$35.00
07/03/2020	Bankruptcy - Assignment: Review CIM. BL changes. Instructions to NL.	RD	\$375.00	0.80	\$300.00
07/03/2020	Bankruptcy - Assignment: working on CIM	NL	\$275.00	0.85	\$233.75

07/06/2020	Bankruptcy - Assignment: Email exchange with Andrew P.	RD	\$375.00	0.20	\$75.00
07/06/2020	Bankruptcy - Assignment: Scan and save to drive, letters sent re sale of assets.	BM	\$175.00	0.20	\$35.00
07/07/2020	Bankruptcy - Assignment: Call with Naomi L. re: sales process.	RD	\$375.00	0.30	\$112.50
07/07/2020	Bankruptcy - Assignment: Email exchanges with interested parties.	RD	\$375.00	0.20	\$75.00
07/07/2020	Bankruptcy - Assignment: Email exchanges with Naomi L.	RD	\$375.00	0.20	\$75.00
07/07/2020	Bankruptcy - Assignment: responding to emails re sales process, drafting email to Insolvency Insider	NL	\$275.00	1.05	\$288.75
07/07/2020	Bankruptcy - Assignment: Talk to RD re Fan misc.	BM	\$175.00	0.20	\$35.00
07/08/2020	Bankruptcy - Assignment: Call with Andrew P. re: access to cloud server.	RD	\$375.00	0.20	\$75.00
07/08/2020	Bankruptcy - Assignment: Review amendments to CA by legal counsel of interested party.	RD	\$375.00	0.20	\$75.00
07/08/2020	Bankruptcy - Assignment: Review docs on Fan's server. Forward some to Naomi L. Provide her with access to cloud folder and give her instructions re: completing CIM and gathering due diligence documents.	RD	\$375.00	0.70	\$262.50
07/08/2020	Bankruptcy - Assignment: responding to emails re sales process, drafting email to Insolvency Insider	NL	\$275.00	0.25	\$68.75
07/08/2020	Bankruptcy - Assignment: Prepare cheque requisition and cheque for Promeric invoice.	BM	\$175.00	0.20	\$35.00
07/09/2020	Bankruptcy - Assignment: Call with prospective interested party. Call with Naomi L. and Jerry D.	RD	\$375.00	0.70	\$262.50
07/09/2020	Bankruptcy - Assignment: call w interested party and related follow up	NL	\$275.00	0.95	\$261.25
07/10/2020	Bankruptcy - Assignment: Email exchanges. receive returned signed CA.	RD	\$375.00	0.20	\$75.00
07/10/2020	Bankruptcy - Assignment: Call with prospective interested party. Presentation to prospective interested party.	RD	\$375.00	1.40	\$525.00
07/10/2020	Bankruptcy - Assignment: Follow up call with Naomi L.	RD	\$375.00	0.20	\$75.00
07/10/2020	Bankruptcy - Assignment: coordinating call, call w Gerry D. and call with interested party	NL	\$275.00	1.20	\$330.00
07/13/2020	Bankruptcy - Assignment: coordinating call, call w Gerry D. and call with interested party	NL	\$275.00	0.65	\$178.75
07/14/2020	Bankruptcy - Assignment: review of emails	NL	\$275.00	0.10	\$27.50
07/15/2020	Bankruptcy - Assignment: Call and email exchanges with Naomi L. re: responses to two interested parties. Send CA by email to party.	RD	\$375.00	0.50	\$187.50

07/15/2020	Bankruptcy - Assignment: responding to emails re sales process	NL	\$275.00	0.20	\$55.00
07/16/2020	Bankruptcy - Assignment: Call with Naomi L. re: CIM. Email to Brenda M with instructions to send teaser also to shareholders.	RD	\$375.00	0.30	\$112.50
07/16/2020	Bankruptcy - Assignment: Review blacklined CA received from interested party and forward to legal counsel for review.	RD	\$375.00	0.20	\$75.00
07/16/2020	Bankruptcy - Assignment: Make amendments to CIM.	RD	\$375.00	0.40	\$150.00
07/16/2020	Bankruptcy - Assignment: Circulate CIM with personalized message to two interested parties.	RD	\$375.00	0.30	\$112.50
07/16/2020	Bankruptcy - Assignment: Coordinate meeting with new interested party.	RD	\$375.00	0.20	\$75.00
07/16/2020	Bankruptcy - Assignment: finalizing CIM	NL	\$275.00	0.10	\$27.50
07/16/2020	Bankruptcy - Assignment: Look up Fan shareholders spreadsheet for trustee.	BM	\$175.00	0.40	\$70.00
07/16/2020	Bankruptcy - Assignment: Send Fan Acquisition Opportunity documents to Shareholders.	BM	\$175.00	0.70	\$122.50
07/20/2020	Bankruptcy - Assignment: Sales process: Amendments to CA sent to interested party with email explanations.	RD	\$375.00	0.40	\$150.00
07/20/2020	Bankruptcy - Assignment: Review BIA. Draft letter to Natalie O. re: request for second meeting of creditors. Discuss with Brenda M.	RD	\$375.00	1.30	\$487.50
07/20/2020	Bankruptcy - Assignment: Emails to interested parties to set up calls re: acquisition opportunity.	RD	\$375.00	0.30	\$112.50
07/20/2020	Bankruptcy - Assignment: sales process follow up	NL	\$275.00	0.25	\$68.75
07/21/2020	Bankruptcy - Assignment: Review BIA re: subsequent meetings of creditors.	RD	\$375.00	0.60	\$225.00
07/21/2020	Bankruptcy - Assignment: Review and turn CA to interested party.	RD	\$375.00	0.20	\$75.00
07/21/2020	Bankruptcy - Assignment: Review Fix server for due diligence material.	RD	\$375.00	0.80	\$300.00
07/21/2020	Bankruptcy - Assignment: sales process follow up	NL	\$275.00	0.20	\$55.00
07/21/2020	Bankruptcy - Assignment: Talk to RD re Fan. Enter PWC Proof of Claim.	BM	\$175.00	0.50	\$87.50
07/21/2020	Bankruptcy - Assignment: Revise and send RD letter to Natalie and all proven creditors, via email.	BM	\$175.00	0.60	\$105.00
07/22/2020	Bankruptcy - Assignment: Call with Gerry D. re: attending upcoming calls with interested parties.	RD	\$375.00	0.30	\$112.50
07/22/2020	Bankruptcy - Assignment: Email exchanges with three interested parties to receive signed CAs, schedule calls and search for and provide due diligence material. Email to PWC re: clients who may have an interest in the opportunity.	RD	\$375.00	1.10	\$412.50

07/22/2020	Bankruptcy - Assignment: Circulate teaser and CA to interested parties.	RD	\$375.00	0.20	\$75.00
07/22/2020	Bankruptcy - Assignment: Review claims, review bank statements, start review of G/L accounts.	BM	\$175.00	0.80	\$140.00
07/23/2020	Bankruptcy - Assignment: Review creditor claim. Ask management question re: claim.	RD	\$375.00	0.20	\$75.00
07/23/2020	Bankruptcy - Assignment: Email exchanges with interested party re: amendments to CA.	RD	\$375.00	0.20	\$75.00
07/23/2020	Bankruptcy - Assignment: Call with interested party.	RD	\$375.00	0.70	\$262.50
07/23/2020	Bankruptcy - Assignment: Email exchanges with two new interested parties who signed CAs.	RD	\$375.00	0.40	\$150.00
07/23/2020	Bankruptcy - Assignment: Respond to email from Darren O.	RD	\$375.00	0.30	\$112.50
07/23/2020	Bankruptcy - Assignment: sales process follow up	NL	\$275.00	0.20	\$55.00
07/24/2020	Bankruptcy - Assignment: Call with interested party and their team. Presented attributes of technology. Described in the sales process. Discussion with management.	RD	\$375.00	1.30	\$487.50
07/24/2020	Bankruptcy - Assignment: Follow up email exchanges with interested party to provide additional information and set up meeting with CTO.	RD	\$375.00	0.30	\$112.50
07/24/2020	Bankruptcy - Assignment: Email exchanges with prospective interested parties. Set up meetings with management.	RD	\$375.00	0.60	\$225.00
07/24/2020	Bankruptcy - Assignment: Calls with Caitlin F. and Jeff S.	RD	\$375.00	0.40	\$150.00
07/24/2020	Bankruptcy - Assignment: call w RD re sales process	NL	\$275.00	0.20	\$55.00
07/26/2020	Bankruptcy - Assignment: Email exchanges with former management re: upcoming sales process meetings.	RD	\$375.00	0.20	\$75.00
07/26/2020	Bankruptcy - Assignment: call w RD re sales process	NL	\$275.00	0.10	\$27.50
07/27/2020	Bankruptcy - Assignment: Conference call with prospective interested party to discuss app, business and sales process. Follow up call with management.	RD	\$375.00	0.80	\$300.00
07/27/2020	Bankruptcy - Assignment: Call with investment banker for the entertainment industry along with management re: prospective clients interested in the opportunity.	RD	\$375.00	0.70	\$262.50
07/27/2020	Bankruptcy - Assignment: Call with interested party and management re: technical due diligence.	RD	\$375.00	1.20	\$450.00
07/27/2020	Bankruptcy - Assignment: updating sales process log, following up with potential purchasers, call w interested parties	NL	\$275.00	1.05	\$288.75
07/27/2020	Bankruptcy - Assignment: Scan Natalie O letter to drive. Look again at Fan G/L.	BM	\$175.00	0.50	\$87.50
07/27/2020	Bankruptcy - Assignment: Review Fan books and records.	BM	\$175.00	0.30	\$52.50

07/29/2020	Bankruptcy - Assignment: Review correspondence from Mr. Di Iorio and due diligence list. Provide due diligence list to management and Naomi L. to review and request from management times to arrange a call with Mr. Di Iorio.	RD	\$375.00	0.60	\$225.00
07/29/2020	Bankruptcy - Assignment: Email exchange with and Call to management.	RD	\$375.00	0.40	\$150.00
07/29/2020	Bankruptcy - Assignment: Sale process update call, and email exchange, with Naomi L. Emails from prospective interested parties. Call with management.	RD	\$375.00	0.80	\$300.00
07/29/2020	Bankruptcy - Assignment: Email exchanges with interested parties.	RD	\$375.00	0.30	\$112.50
07/29/2020	Bankruptcy - Assignment: sales process follow up	NL	\$275.00	0.36	\$99.00
07/30/2020	Bankruptcy - Assignment: Email exchanges with Mr. Di Iorio's legal counsel re: setting time for meeting with management. Email exchanges with management.	RD	\$375.00	0.40	\$150.00
07/30/2020	Bankruptcy - Assignment: Review with Naomi L. Di Iorio due diligence list. Discuss with Caitlin Fell.	RD	\$375.00	0.40	\$150.00
07/30/2020	Bankruptcy - Assignment: Discussions and email exchanges with Naomi L. re: due diligence material and notice to creditors re: extension of offer deadline. Draft emails to certain interested parties regarding the extension to the bidding deadline.	RD	\$375.00	1.30	\$487.50
07/30/2020	Bankruptcy - Assignment: Review offer received from interested party.	RD	\$375.00	0.20	\$75.00
07/30/2020	Bankruptcy - Assignment: sales process follow up including extension of deadline and discussion thereof, assembling additional DD material	NL	\$275.00	1.65	\$453.75
07/31/2020	Bankruptcy - Assignment: Video call with interested party and management.	RD	\$375.00	0.80	\$300.00
07/31/2020	Bankruptcy - Assignment: Discuss due diligence questions with management.	RD	\$375.00	0.30	\$112.50
07/31/2020	Bankruptcy - Assignment: Review due diligence documents requested by Anthony Di Iorio and review due diligence responses from management.	RD	\$375.00	1.20	\$450.00
07/31/2020	Bankruptcy - Assignment: sales process follow up	NL	\$275.00	0.10	\$27.50
08/03/2020	Bankruptcy - Assignment: Email exchanges with interested party re: setting up meetings, circulating due diligence material and amending CA.	RD	\$375.00	0.60	\$225.00
08/03/2020	Bankruptcy - Assignment: Review additional due diligence material sent to interested party.	RD	\$375.00	0.20	\$75.00
08/04/2020	Bankruptcy - Assignment: Calls with former management about attending due diligence meetings.	RD	\$375.00	0.40	\$150.00
08/04/2020	Bankruptcy - Assignment: Call with Naomi L. re: sales process.	RD	\$375.00	0.20	\$75.00

08/04/2020	Bankruptcy - Assignment: Attend technical due diligence call with interested party.	RD	\$375.00	1.10	\$412.50
08/04/2020	Bankruptcy - Assignment: sales process follow up	NL	\$275.00	0.10	\$27.50
08/05/2020	Bankruptcy - Assignment: Email exchanges with Gerry D. and Darren O.	RD	\$375.00	0.20	\$75.00
08/06/2020	Bankruptcy - Assignment: Review email from Mr. Di Iorio.	RD	\$375.00	0.10	\$37.50
08/07/2020	Bankruptcy - Assignment: Answer questions of Di Iorio. Search for documents. Email management.	RD	\$375.00	2.10	\$787.50
08/10/2020	Bankruptcy - Assignment: Call with Jerry D. re: questions from Mr. Di Iorio.	RD	\$375.00	0.30	\$112.50
08/10/2020	Bankruptcy - Assignment: Call with Naomi L. re: emails to interested parties.	RD	\$375.00	0.20	\$75.00
08/10/2020	Bankruptcy - Assignment: follow up with interested parties, to determine status	NL	\$275.00	0.20	\$55.00
08/11/2020	Bankruptcy - Assignment: Sales process. Review records.	RD	\$375.00	2.20	\$825.00
08/11/2020	Bankruptcy - Assignment: Email to Darren O'Keefe.	RD	\$375.00	0.20	\$75.00
08/12/2020	Bankruptcy - Assignment: Email exchanges with Natalie O. re: missing independent contractor agreements. Obtain and review copies and save in shared folder. Email to Mr. Di Iorio advising him that contracts are available for review.	RD	\$375.00	0.60	\$225.00
08/12/2020	Bankruptcy - Assignment: Separate calls with Jeff S., local counsel of Mr. Di Iorio, and Caitlin F.	RD	\$375.00	0.40	\$150.00
08/12/2020	Bankruptcy - Assignment: Review and email claims register to Jeff Simpson.	RD	\$375.00	0.30	\$112.50
08/12/2020	Bankruptcy - Assignment: Enter two claims, admit, scan, save, and file. Prepare Claims register and send to RD.	BM	\$175.00	0.60	\$105.00
08/13/2020	Bankruptcy - Assignment: Email exchanges with Natalie O. and email Brenda M. re: creditor request for package.	RD	\$375.00	0.20	\$75.00
08/13/2020	Bankruptcy - Assignment: Amendments to draft APA. Email response to legal counsel of prospective purchaser. Call with Caitlin F.	RD	\$375.00	1.80	\$675.00
08/13/2020	Bankruptcy - Assignment: Receive email re account with Gowlings. Send creditors package to Gowlings with email re bankruptcy of Fan.	BM	\$175.00	0.50	\$87.50
08/13/2020	Bankruptcy - Assignment: Prepare letter to CIBC. Call CIBC for contact information. Holding letter till info received.	BM	\$175.00	0.60	\$105.00
08/14/2020	Bankruptcy - Assignment: Review final amendments to APA and email exchange with Caitlin F.	RD	\$375.00	0.30	\$112.50
08/14/2020	Bankruptcy - Assignment: Emails to prospective purchasers re:	RD	\$375.00	0.40	\$150.00

	extension of time to make offer.				
08/18/2020	Bankruptcy - Assignment: Answer Darren O. question. Review the Dan P. contract.	RD	\$375.00	0.20	\$75.00
08/20/2020	Bankruptcy - Assignment: Email exchanges.	RD	\$375.00	0.30	\$112.50
08/20/2020	Bankruptcy - Assignment: Email exchanges with prospective purchaser.	RD	\$375.00	0.20	\$75.00
08/20/2020	follow up with interested parties, to determine status	NL	\$275.00	0.10	\$27.50
08/21/2020	Bankruptcy - Assignment: Email exchanges with prospective purchaser re: offer structure. Email to and call with legal counsel re: same.	RD	\$375.00	0.60	\$225.00
08/21/2020	Proposal - Division 1: Call and email exchanges with legal counsel. Email exchanges with prospective purchasers.	RD	\$375.00	1.30	\$487.50
08/21/2020	Bankruptcy - Assignment: Talk to Peter at CIBC re Fan. Receive information on documents required.	BM	\$175.00	0.20	\$35.00
08/21/2020	discussion w RD re sales process	NL	\$275.00	0.30	\$82.50
08/25/2020	Review CIBC letter re: bank account.	RD	\$375.00	0.04	\$15.00
08/25/2020	Discuss with Brenda M. claims.	RD	\$375.00	0.07	\$26.25
08/25/2020	Proposal - Division 1: Email exchanges with purchasers.	RD	\$375.00	0.50	\$187.50
08/25/2020	Bankruptcy - Assignment: Scanning 2 documents, Strain & Gowling.	BM	\$175.00	0.20	\$35.00
08/25/2020	Proposal - Division 1: Review spreadsheet, create revised spreadsheet which corresponds to Proof of Claim. Save all to drive.	BM	\$175.00	0.90	\$157.50
08/25/2020	Bankruptcy - Assignment: Save documents to drive. Send package to CIBC.	BM	\$175.00	0.20	\$35.00
08/25/2020	Bankruptcy - Assignment: Talk to RD re K.Strain Proof of Claim.	BM	\$175.00	0.10	\$17.50
08/26/2020	Bankruptcy - Assignment: prepare mail to go out.	BM	\$175.00	0.20	\$35.00
08/26/2020	Bankruptcy - Assignment: Send courier package to CIBC re funds on deposit.	BM	\$175.00	0.30	\$52.50
08/28/2020	Bankruptcy - Assignment: Call with prospective purchaser.	RD	\$375.00	0.20	\$75.00
08/28/2020	Bankruptcy - Assignment: Email Kevin Strain for Schedule A to accompany Proof of Claim	BM	\$175.00	0.20	\$35.00
08/31/2020	Proposal - Division 1: Email exchange with prospective purchaser.	RD	\$375.00	0.20	\$75.00
09/01/2020	Bankruptcy - Assignment: Discuss with Naomi L. sales process.	RD	\$375.00	0.20	\$75.00
09/01/2020	Bankruptcy - Assignment: Email exchanges with interested party.	RD	\$375.00	0.30	\$112.50

09/02/2020	Proposal - Division 1: Call with prospective purchaser.	RD	\$375.00	0.30	\$112.50
09/02/2020	Bankruptcy - Assignment: Call with interested party.	RD	\$375.00	0.30	\$112.50
09/02/2020	Bankruptcy - Assignment: Scan miscellaneous emails to insert into correspondence on drive.	BM	\$175.00	0.20	\$35.00
09/03/2020	Bankruptcy - Assignment: Call and email exchange with prospective purchaser. Call with Naomi L. re: sales process.	RD	\$375.00	0.40	\$150.00
09/03/2020	discussion w RD re status of sales process	NL	\$275.00	0.15	\$41.25
09/04/2020	Bankruptcy - Assignment: Call with prospective purchaser.	RD	\$375.00	0.20	\$75.00
09/04/2020	Bankruptcy - Assignment: Review offer received from prospective purchaser. Email requesting further information/clarification. Email to Estate solicitor with comments.	RD	\$375.00	0.70	\$262.50
09/08/2020	Bankruptcy - Assignment: Call and email exchange with prospective purchaser. Email update to legal counsel. Review emails received from management re: assets for sale.	RD	\$375.00	0.40	\$150.00
09/10/2020	Bankruptcy - Assignment: Review revised offer received from purchaser of assets. Call with Naomi L. re: timing for preparing information on sales process for inspectors meeting to be scheduled. Email to Caitlin F. re: offer received.	RD	\$375.00	0.73	\$273.75
09/10/2020	Bankruptcy - Assignment: report to Inspectors, discussion w RD re same	NL	\$275.00	0.15	\$41.25
09/14/2020	Bankruptcy - Assignment: Email to Inspectors calling a meeting of Inspectors.	RD	\$375.00	0.20	\$75.00
09/15/2020	Bankruptcy - Assignment: Email Naomi L. re: meeting of inspectors. Receive responses from inspectors.	RD	\$375.00	0.10	\$37.50
09/15/2020	Bankruptcy - Assignment: Review banking information received from CIBC. Provide instructions to Brenda M.	RD	\$375.00	0.07	\$26.25
09/16/2020	Bankruptcy - Assignment: report to Inspectors, discussion w RD re same	NL	\$275.00	0.10	\$27.50
09/17/2020	Bankruptcy - Assignment: drafting report to Inspectors	NL	\$275.00	0.75	\$206.25
09/18/2020	Bankruptcy - Assignment: Review and update memo to the Inspectors. Draft email to the Inspectors calling second meeting of the Inspectors.	RD	\$375.00	1.27	\$476.25
09/18/2020	Bankruptcy - Assignment: final review of memo to Inspectors	NL	\$275.00	0.10	\$27.50
09/21/2020	Bankruptcy - Assignment: Chair meeting of inspectors. Call with Caitlin F. and Naomi L.	RD	\$375.00	1.40	\$525.00
09/21/2020	Bankruptcy - Assignment: Attend Zoom meeting of inspectors (2nd) Take minutes.	BM	\$175.00	1.10	\$192.50
09/21/2020	Bankruptcy - Assignment: Inspectors meeting	NL	\$275.00	0.90	\$247.50

09/22/2020	Bankruptcy - Assignment: Chair reconvened meeting of inspectors. Discuss next steps. Drafted email to inspectors.	RD	\$375.00	0.70	\$262.50
09/22/2020	Bankruptcy - Assignment: Log in for Zoom Meeting of Inspectors. Take minutes.	BM	\$175.00	0.60	\$105.00
09/22/2020	Bankruptcy - Assignment: inspectors meeting and discussion re court approval and related follow up	NL	\$275.00	0.60	\$165.00
09/23/2020	Bankruptcy - Assignment: Email exchanges with inspectors.	RD	\$375.00	0.05	\$18.75
09/29/2020	Bankruptcy - Assignment: Email exchange and call with Caitlin F.	RD	\$375.00	0.09	\$33.75
09/29/2020	Bankruptcy - Assignment: Review APA. Email exchanges with legal counsel. Draft email to purchaser.	RD	\$375.00	0.87	\$326.25
09/29/2020	Bankruptcy - Assignment: New creditor/record, mail.	BM	\$175.00	0.20	\$35.00
09/29/2020	Bankruptcy - Assignment: discussion re timing of court hearing	NL	\$275.00	0.05	\$13.75
10/14/2020	Bankruptcy - Assignment: Re bank accounts, scan statements, save to drive.	BM	\$175.00	0.20	\$35.00
10/23/2020	Bankruptcy - Assignment: discussion re report	NL	\$275.00	0.41	\$112.75
10/26/2020	Bankruptcy - Assignment: working on draft report court	NL	\$275.00	1.31	\$360.25
10/26/2020	Bankruptcy - Assignment: drafting court report	NL	\$275.00	2.67	\$734.25
10/28/2020	Bankruptcy - Assignment: Complete form to open new estate trust account.	RD	\$375.00	0.13	\$48.75
10/28/2020	Bankruptcy - Assignment: Investigate Fan, bank balance received? Amount, etc. Report to RD.	BM	\$175.00	0.50	\$87.50
10/28/2020	Bankruptcy - Assignment: Send minutes of Fan meetings to NL. Scan, send.	BM	\$175.00	0.30	\$52.50
10/29/2020	Bankruptcy - Assignment: drafting court report	NL	\$275.00	1.12	\$308.00
10/29/2020	Bankruptcy - Assignment: Call with Naomi L. to discuss the report to Court. Email exchanges with Brenda M. Review emails from legal counsel. Review and amend draft report to Court and email legal counsel.	RD	\$375.00	2.51	\$941.25
10/29/2020	Bankruptcy - Assignment: Prepare transfer documents and amounts from retainer to bankruptcy estate account.	BM	\$175.00	0.40	\$70.00
10/30/2020	Bankruptcy - Assignment: review of mark up to report	NL	\$275.00	0.12	\$33.00
				Services Subtotal	\$65,088.50

Disbursements

Date	Description	Rate	Quantity	Total
05/04/2020	Notice of Bankruptcy and First Meeting of Creditors: Creditors package 19 pages ds x 30 copies = 285 pages @ .50= \$285.00 7 pages os x 30 copies= 210 pages @ .50 = \$105.00	\$390.00	1.00	\$390.00

	plus hst			
05/04/2020	Postage: Postage for creditors package mailing.	\$59.31	1.00	\$59.31
	U.S. 15 @ \$2.82 plus HST = \$42.30			
	Cdn. 9 @ 1.89 = \$17.01			
05/09/2020	Bankruptcy - Assignment: Legal notice publication plus HST	\$580.52	1.00	\$580.52
05/21/2020	Conference call charges: May 21/20: conference call charge	\$13.04	1.00	\$13.04
06/08/2020	Conference call charges: May 5/20: conference call charge	\$24.80	1.00	\$24.80
06/11/2020	Courier: Courier to Anthony Dilorio	\$12.47	1.00	\$12.47
06/16/2020	Import Charges: shipping and customs fee, plus HST	\$131.80	1.00	\$131.80
06/17/2020	Mail Redirection	\$260.05	1.00	\$260.05
06/17/2020	Conference call charges: conference call charges	\$20.64	1.00	\$20.64
07/02/2020	Conference call charges: June 4/20:conference call charge	\$67.68	1.00	\$67.68
07/02/2020	Conference call charges: June 12/20: conference call charge	\$30.83	1.00	\$30.83
07/09/2020	Conference call charges	\$10.08	1.00	\$10.08
07/16/2020	Mail Redirection	\$293.86	1.00	\$293.86
07/16/2020	Search Charges: search charges	\$47.64	1.00	\$47.64
07/16/2020	Software License: Costs to maintain domains.	\$75.72	1.00	\$75.72
09/23/2020	Conference call charges: charges for three inspector meetings by conference call.	\$27.92	1.00	\$27.92
09/28/2020	Software License: Google suite expenses	\$267.07	1.00	\$267.07
10/05/2020	Software License: Google Apps Fix account	\$119.45	1.00	\$119.45
		Expenses Subtotal		\$2,432.88

Name	Title	Hours	Hourly Rate	Total
Naomi Lieberman		8.83	\$275.00	\$2,428.25
Rahn Dodick	LIT, CPA, President	111.03	\$375.00	\$41,636.25
Naomi Lieberman	LIT, CPA, Senior Manager	23.61	\$275.00	\$6,492.75
Brenda McKnight	Para Professional	71.7	\$175.00	\$12,547.50
Andrew Perlmutar	Senior Manager	5.75	\$275.00	\$1,581.25
Talya Psek	Para Professional	2.3	\$175.00	\$402.50
		Subtotal		\$67,521.38

Harmonized Sales Tax (13.0%)	\$8,777.78
Total	\$76,299.16

Statement of Account Summary:**Other Invoices**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10032	01/31/2021	\$3,498.11	\$0.00	\$3,498.11

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10030	01/15/2021	\$76,299.16	\$0.00	\$76,299.16
			Outstanding Balance	\$79,797.27
			Total Amount Outstanding	\$79,797.27

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

Remittance Advice**Checking Information**

Send Cheques to: Dodick Landa Inc.
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Attention: Ms. Brenda McKnight (brenda.mcknight@dodick.ca)

Wire Transfer Information

Bank Name/Address: Beneficiary Bank: TD Canada Trust
2300 Steeles Ave W, Suite 200, Vaughan, Ontario, Canada

Intermediary Bank: Bank of America, New York, NY (U.S. Wires)

Bank ABA/Routing #: 026 009 593

Name/Account #: Beneficiary Name: Dodick Landau Inc.
Beneficiary Account: 5272423
Beneficiary Transit: 14822
Bank Code: 004

SWIFT: TDOMCATTOR

Please include the invoice number 10030 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

DODICK LANDAU

Invoice # 10032
Issued Date: 11/03/2020

Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON
M3H 5S4
Phone: 416-645-0542
www.dodick.ca

Fan Integrated Experiences Ltd.
c/o Dodick Landau Inc., Trustee in Bankruptcy
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Enclosed please find our statement of account for services rendered in our capacity as Trustee in Bankruptcy. The following is a summary of time by staff member.

Client Reference Number: FAN-0420-CF

Professional Fees

Date	Description	Name	Hourly Rate	Hours	Total
08/25/2020	Bankruptcy - Assignment: Discuss Weisz Fell Kour LLP billing. Prep cheque.	BM	\$195.00	0.30	\$58.50
10/30/2020	Bankruptcy - Assignment: Make further amendments to the report to Court and send to legal counsel for review with comments. Email exchanges with legal counsel. Instructions to Brenda M. re: R&D by email.	RD	\$375.00	1.82	\$682.50
11/02/2020	Bankruptcy - Assignment: Discuss with Brenda M. setting up of accruals.	RD	\$375.00	0.10	\$37.50
11/02/2020	Bankruptcy - Assignment: Record and calculate accrual disbursements re copying and mailing final documents	BM	\$175.00	0.50	\$87.50
11/02/2020	Bankruptcy - Assignment: Create Final Statement of Receipts and Disbursements in spreadsheet for Court hearing.	BM	\$175.00	1.50	\$262.50
ACCRUAL					
11/02/2020	Bankruptcy - Assignment: Preparation of Form 11, copying of Final Statement of Receipts and Disbursements. Prepare for mailing to	TP	\$175.00	0.70	\$122.50

creditors.
Prepare affidavit of mailing.

11/02/2020	Bankruptcy - Assignment: Prepare material for Trustee's Discharge application to Court. Send to Court by email and by courier. When received efile with OSB. Close file. Store file.	TP	\$175.00	1.60	\$280.00
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11/03/2020	Bankruptcy - Assignment: Review comments to report to COurt made by legal counsel. Make additional amendments to the report.	RD	\$375.00	0.64	\$240.00
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11/03/2020	Bankruptcy - Assignment: Review and finalize minutes of meetings of creditors and inspectors.	RD	\$375.00	1.80	\$675.00
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Accrual

11/03/2020	Bankruptcy - Assignment: Review final compiled report to Court. Review appendices to report and finalize same.	RD	\$375.00	1.00	\$375.00
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Accrual

11/03/2020	Bankruptcy - Assignment: Attend Court hearing and attend to other related matters.	RD	\$375.00	1.00	\$375.00
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Accrual

Services Subtotal \$3,196.00

Disbursements

Date	Description	Rate	Quantity	Total
11/02/2020	Statement of Receipts and Disbursements - copying: 9 creditors x 6 pgs x .50	\$27.00	1.00	\$27.00

Accrual

11/02/2020	Postage: 9 creditors x \$1.29.	\$11.61	1.00	\$11.61
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ACCRUAL

11/02/2020	Bank Fees: Estimate bank fees until closing.	\$25.00	1.00	\$25.00
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ACCRUAL

Expenses Subtotal \$63.61

Name	Title	Hours	Hourly Rate	Total
Rahn Dodick	LIT, CPA, President	6.36	\$375.00	\$2,385.00
Brenda McKnight	Para Professional	0.3	\$195.00	\$58.50

Brenda McKnight	Para Professional	2.0	\$175.00	\$350.00
Talya Psek	Para Professional	2.3	\$175.00	\$402.50
			Subtotal	\$3,259.61
			Harmonized Sales Tax (13.0%)	\$238.50
			Total	\$3,498.11

Statement of Account Summary:

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10030	01/15/2021	\$76,299.16	\$0.00	\$76,299.16

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10032	01/31/2021	\$3,498.11	\$0.00	\$3,498.11
			Outstanding Balance	\$79,797.27
			Total Amount Outstanding	\$79,797.27

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

Remittance Advice**Checking Information**

Send Cheques to: Dodick Landa Inc.
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Attention: Ms. Brenda McKnight (brenda.mcknight@dodick.ca)

Wire Transfer Information

Bank Name/Address: Beneficiary Bank: TD Canada Trust
2300 Steeles Ave W, Suite 200, Vaughan, Ontario, Canada

Intermediary Bank: Bank of America, New York, NY (U.S. Wires)

Bank ABA/Routing #: 026 009 593

Name/Account #: Beneficiary Name: Dodick Landau Inc.
Beneficiary Account: 5272423
Beneficiary Transit: 14822
Bank Code: 004

SWIFT: TDOMCATTOR

Please include the invoice number 10032 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

DODICK LANDAU

Invoice # 10033
Issued Date: 11/03/2020

Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON
M3H 5S4
Phone: 416-645-0542
www.dodick.ca

Fan Integrated Experiences Ltd.
c/o Dodick Landau Inc.
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Enclosed please find our statement of account for services rendered in our capacity as Trustee in Bankruptcy. The following is a summary of time by staff member.

Client Reference Number: FAN-0420-CF

Professional Fees

Date	Description	Name	Hourly Rate	Hours	Total
11/03/2020	Bankruptcy - Assignment: Various matters relating to closing of sale transaction and transfer of the assets to the purchaser.	RD	\$375.00	3.00	\$1,125.00
	Accrual				
11/03/2020	Bankruptcy - Assignment: Various matters relating to the closing of the sale transaction and transfer of the assets to the purchaser.	BM	\$175.00	3.00	\$525.00
11/03/2020	Bankruptcy - Assignment: Dividend distribution.	TP	\$175.00	1.00	\$175.00
	Accrual				
11/03/2020	Bankruptcy - Assignment: Prepare and file Estate's HST return.	BM	\$175.00	1.00	\$175.00
	Accrual				
Services Subtotal					\$2,000.00

Disbursements

Date	Description	Rate	Quantity	Total
11/03/2020	Software License: Google Apps, Domain fees, and other software charges until closing of sale.	\$500.00	1.00	\$500.00

Accrual

Expenses Subtotal \$500.00

Name	Title	Hours	Hourly Rate	Total
Rahn Dodick	LIT, CPA, President	3.0	\$375.00	\$1,125.00
Brenda McKnight	Para Professional	4.0	\$175.00	\$700.00
Talya Psek	Para Professional	1.0	\$175.00	\$175.00
Subtotal				\$2,500.00
Harmonized Sales Tax (13.0%)				\$325.00
Total				\$2,825.00

Statement of Account Summary:

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10030	01/15/2021	\$76,299.16	\$0.00	\$76,299.16
10032	01/31/2021	\$3,498.11	\$0.00	\$3,498.11

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10033	01/22/2021	\$2,825.00	\$0.00	\$2,825.00
Outstanding Balance				\$82,622.27
Total Amount Outstanding				\$82,622.27

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

Remittance Advice**Checking Information**

Send Cheques to: Dodick Landa Inc.
4646 Dufferin St., Suite 6
Toronto, ON, M3H 5S4

Attention: Ms. Brenda McKnight (brenda.mcknight@dodick.ca)

Wire Transfer Information

Bank Name/Address: Beneficiary Bank: TD Canada Trust
2300 Steeles Ave W, Suite 200, Vaughan, Ontario, Canada

Intermediary Bank: Bank of America, New York, NY (U.S. Wires)

Bank ABA/Routing #: 026 009 593

Name/Account #: Beneficiary Name: Dodick Landau Inc.
Beneficiary Account: 5272423
Beneficiary Transit: 14822
Bank Code: 004

SWIFT: TDOMCATTOR

Please include the invoice number 10033 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

Court No. 31-2642560

Estate No. 31-2642560

In the matter of the Bankruptcy of
Fan Integrated Experiences Ltd.
in the city of Toronto in the Province of
Ontario

AFFIDAVIT OF RAHN DODICK

Dodick Landau Inc. – Trustee

4646 Dufferin Street, Suite 6
Toronto, ON M3H 5S4
Phone: (416) 645-0542 Fax: (416) 649-
7725
E-mail: rahn.dodick@dodick.ca

EXHIBIT "B"

This is Exhibit B to the Account of Rahn Dodick 2024
Sworn before me this 3rd day
of November, 2020
Bmcknight
A Commissioner, etc.,

Dodick Landau Inc.
Professional Fees Billing Summary

Brenda Lenore McKnight
a Commissioner, etc.,
Province of Ontario, for Dodick Landau Inc.
Expires April 30, 2022.

Name	Title	Rate	Hours	Total
Rahn Dodick	LIT, CIRP, CPA, President	\$ 375.00	120.40	\$ 45,148.13
Naomi Lieberman	LIT, CIRP, CPA, Senior Manager	\$ 275.00	32.45	\$ 8,923.20
Andrew Perlmutter	Senior Manager	\$ 275.00	5.75	\$ 1,581.25
Brenda McKnight	Para Professional	\$ 175.00	78.01	\$ 13,651.93
Talya Psek	Para Professional	\$ 175.00	5.60	\$ 980.00
Total			242.20	\$ 70,284.50
Blended Rate		\$ 290.19		

APPENDIX "7"

Court File No. 31-2642560
Estate No. 31-2642560

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

**IN THE MATTER OF THE BANKRUPTCY OF FAN INTEGRATED
EXPERIENCES LTD. OF THE CITY OF TORONTO IN THE
PROVINCE OF ONTARIO**

AFFIDAVIT OF CAITLIN FELL

(Sworn November 4, 2020)

I, **CAITLIN FELL**, of the City of King, in the province of Ontario, **MAKE OATH AND SAY:**

1. I am a Partner with the law firm of Weisz Fell Kour LLP (“**WFK**”) and, as such, I have knowledge of the matters set out below. Where I have relied on information from others, I state the source of such information and verily believe it to be true.
2. On May 1, 2020, Fan Integrated Experiences Ltd. (the “**Company**”) filed an assignment in Bankruptcy and Dodick Landau Inc. (“**DLI**”) was appointed as Trustee in Bankruptcy of the estate (the “**Trustee**”).
3. DLI retained WFK as counsel to advise DLI with respect to its appointment as a court officer and the performance of its duties and powers in its capacity as Trustee of the Company.

4. WFK's fees and disbursements charged to the Trustee as its counsel for the period of June 1, 2020 through to October 31, 2020 (the "**Billing Period**") are summarized in invoices rendered by WFK to the Trustee (the "**Invoices**"). The Invoices contain a fair and accurate description of the services provided, the disbursements incurred, and the amounts charged by WFK, based on the firm's standard rates and charges.

5. The Invoices contain information and advice that is subject to solicitor-and-client privilege. Accordingly, copies of the Invoices have been redacted and attached hereto as **Exhibit "A"**. Unredacted copies of the Invoices were provided to the Trustee. I am advised that the Trustee reviewed the unredacted Invoices and concluded that the fees and disbursements charged are fair and reasonable.

6. Attached hereto as **Exhibit "B"** is a chart summarizing the services of the timekeepers reflected in the Invoices, including the timekeepers' year of call to the Bar and hourly rate, as applicable, in addition to the total fees and hours billed (the "**Billing Summary**"). The Billing Summary reflects an average hourly rate of \$460.49 was charged.

7. The total amount being claimed for the services performed by WFK for the Billing Period, for which approval is being sought from this Court is \$12,295.00 for fees and \$0.00 for disbursements, exclusive of HST.

8. This affidavit is sworn in support of the Trustee's motion for approval of its fees and disbursements, as well as those of its legal representatives – claimed on a motion along with various other relief – and for no other or improper purpose.

SWORN BEFORE ME *by video conference* at
the City of Toronto in the Province of Ontario
this 4th day of November, 2020:



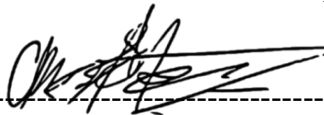
A Commissioner for Taking Affidavits

Name: Christopher M. McGoey
LSO No. 79679K
by video conference



CAITLIN FELL

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF **CAITLIN FELL** SWORN BEFORE ME,
THIS **4TH** DAY OF **NOVEMBER, 2020**



A COMMISSIONER FOR TAKING AFFIDAVITS

**INVOICE**

Invoice # 493504
 Date: 07/03/2020
 Due On: 08/02/2020

100 King Street West, Suite 5600
 Toronto, ON
 M5X 1C9
 T: 416.613.8280
 F: 416.613.8290

Dodick Landau Inc.
 4646 Dufferin St #6
 North York, Ontario
 M3H 5S4

00081-Dodick Landau Inc.**Counsel to the Trustee Dodick Landau Inc. re: Fan Integrated Experiences**

Date	Description	Hours	Rate	Discount	Total	LP
06/01/2020	[REDACTED]	1.00	\$550.00	-	\$550.00	CF
06/04/2020	[REDACTED]	1.30	\$550.00	-	\$715.00	CF
06/08/2020	[REDACTED]	0.20	\$550.00	-	\$110.00	CF
06/09/2020	[REDACTED]	3.80	\$250.00	50.0%	\$475.00	CM
06/09/2020	[REDACTED]	0.30	\$550.00	-	\$165.00	CF
06/10/2020	[REDACTED]	1.80	\$250.00	-	\$450.00	CM
06/10/2020	[REDACTED]	0.60	\$550.00	-	\$330.00	CF
06/11/2020	[REDACTED]	0.80	\$550.00	-	\$440.00	CF
06/12/2020	[REDACTED]	0.80	\$550.00	-	\$440.00	CF
06/17/2020	[REDACTED]	0.80	\$550.00	-	\$440.00	CF
Quantity Subtotal						11.4
Line Item Discount Subtotal						-\$475.00

Time Keeper	Hours	Rate	Discount	Total
Caitlin Fell	5.8	\$550.00	-	\$3,190.00
Christopher Mc□oey	5.6	\$250.00	-\$475.00	\$925.00
Quantity Total				11.4
Subtotal				\$4,115.00
Tax (13.0%)				\$534.□5
Total				\$4,□□□5

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
493554	09/04/2020	\$2,587.70	\$0.00	\$2,587.70
493596	10/10/2020	\$2,344.75	\$0.00	\$2,344.75
493662	11/04/2020	\$1,305.15	\$0.00	\$1,305.15
493694	11/28/2020	\$3,542.55	\$0.00	\$3,542.55

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
493504	08/02/2020	\$4,649.95	\$0.00	\$4,649.95
Outstanding Balance				\$14,430.10
Total Amount Outstanding				\$14,430.10

Please make all amounts payable to: Weisz Fell Kour LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

Remittance Advice

Wire Transfer Information

Bank Name/Address: Royal Bank of Canada
Main Branch - Toronto
Royal Bank Plaza
200 Bay Street
Toronto, ON M5J 2J5

Account Number: 1570431
Transit Number: 00002
Bank Number: 003

Name/Account #: Weisz Fell Kour LLP

SWIFT: ROYCCAT2

Payment by e-transfer: trust@wfklaw.ca

Please include the invoice number 493504 as an additional reference so we may accurately identify and apply your payment.
Please provide adequate payment to cover the wire fees assessed by your financial institution.

**INVOICE**

Invoice # 493554
 Date: 08/05/2020
 Due On: 09/04/2020

100 King Street West, Suite 5600
 Toronto, ON
 M5X 1C9
 T: 416.613.8280
 F: 416.613.8290

Dodick Landau Inc.
 4646 Dufferin St #6
 North York, Ontario
 M3H 5S4

00081-Dodick Landau Inc.**Counsel to the Trustee Dodick Landau Inc. re: Fan Integrated Experiences**

Date	Description	Hours	Rate	Total	LP
06/23/2020	[REDACTED]	0.30	\$700.00	\$210.00	SW
06/25/2020	[REDACTED]	0.30	\$700.00	\$210.00	SW
07/02/2020	[REDACTED]	0.60	\$550.00	\$330.00	CF
07/10/2020	[REDACTED]	0.60	\$550.00	\$330.00	CF
07/17/2020	[REDACTED]	0.60	\$550.00	\$330.00	CF
07/24/2020	[REDACTED]	0.40	\$550.00	\$220.00	CF
07/27/2020	[REDACTED]	0.60	\$550.00	\$330.00	CF
07/30/2020	[REDACTED]	0.60	\$550.00	\$330.00	CF
Quantity Subtotal					4.0

Time Keeper	Hours	Rate	Total
Caitlin Fell	3.4	\$550.00	\$1,870.00
Steve Weisz	0.6	\$700.00	\$420.00
Quantity Total			4.0

Subtotal	\$2,200.00
Tax (13.0%)	\$277.70
Total	\$2,587.70

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
493504	08/02/2020	\$4,649.95	\$0.00	\$4,649.95
493596	10/10/2020	\$2,344.75	\$0.00	\$2,344.75
493662	11/04/2020	\$1,305.15	\$0.00	\$1,305.15
493694	11/28/2020	\$3,542.55	\$0.00	\$3,542.55

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
493554	09/04/2020	\$2,587.70	\$0.00	\$2,587.70
Outstanding Balance				\$14,430.10
Total Amount Outstanding				\$14,430.10

Please make all amounts payable to: Weisz Fell Kour LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

Remittance Advice

Wire Transfer Information

Bank Name/Address: Royal Bank of Canada
Main Branch - Toronto
Royal Bank Plaza
200 Bay Street
Toronto, ON M5J 2J5

Account Number: 1570431
Transit Number: 00002
Bank Number: 003

Name/Account #: Weisz Fell Kour LLP

SWIFT: ROYCCAT2

Payment by e-transfer: trust@wfklaw.ca

Please include the invoice number 493554 as an additional reference so we may accurately identify and apply your payment.
Please provide adequate payment to cover the wire fees assessed by your financial institution.

**INVOICE**

Invoice # 493662
 Date: 10/05/2020
 Due On: 11/04/2020

100 King Street West, Suite 5600
 Toronto, ON
 M5X 1C9
 T: 416.613.8280
 F: 416.613.8290

Dodick Landau Inc.
 4646 Dufferin St #6
 North York, Ontario
 M3H 5S4

00081-Dodick Landau Inc.**Counsel to the Trustee Dodick Landau Inc. re: Fan Integrated Experiences**

Date	Description	Hours	Rate	Total	LP
09/04/2020	[REDACTED]	0.30	\$550.00	\$165.00	CF
09/08/2020	[REDACTED]	0.20	\$550.00	\$110.00	CF
09/21/2020	[REDACTED]	1.10	\$550.00	\$605.00	CF
09/22/2020	[REDACTED]	0.40	\$550.00	\$220.00	CF
09/29/2020	[REDACTED]	0.10	\$550.00	\$55.00	CF
Quantity Subtotal					2.1

Time Keeper	Hours	Rate	Total
Caitlin Fell	2.1	\$550.00	\$1,155.00
Quantity Total			2.1
Subtotal			\$1,155.00
Tax (13.0%)			\$150.15
Total			\$1,305.15

Detailed Statement of Account**Other Invoices**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
493504	08/02/2020	\$4,649.95	\$0.00	\$4,649.95
493554	09/04/2020	\$2,587.70	\$0.00	\$2,587.70
493596	10/10/2020	\$2,344.75	\$0.00	\$2,344.75
493694	11/28/2020	\$3,542.55	\$0.00	\$3,542.55

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
493662	11/04/2020	\$1,305.15	\$0.00	\$1,305.15
Outstanding Balance				\$14,430.10
Total Amount Outstanding				\$14,430.10

Please make all amounts payable to: Weisz Fell Kour LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

Remittance Advice

Wire Transfer Information

Bank Name/Address: Royal Bank of Canada
Main Branch - Toronto
Royal Bank Plaza
200 Bay Street
Toronto, ON M5J 2J5

Account Number: 1570431
Transit Number: 00002
Bank Number: 003

Name/Account #: Weisz Fell Kour LLP

SWIFT: ROYCCAT2

Payment by e-transfer: trust@wfklaw.ca

Please include the invoice number 493662 as an additional reference so we may accurately identify and apply your payment.
Please provide adequate payment to cover the wire fees assessed by your financial institution.

**INVOICE**

Invoice # 493694
 Date: 10/29/2020
 Due On: 11/28/2020

100 King Street West, Suite 5600
 Toronto, ON
 M5X 1C9
 T: 416.613.8280
 F: 416.613.8290

Dodick Landau Inc.
 4646 Dufferin St #6
 North York, Ontario
 M3H 5S4

00081-Dodick Landau Inc.**Counsel to the Trustee Dodick Landau Inc. re: Fan Integrated Experiences**

Date	Description	Hours	Rate	Total	LP
10/02/2020	██████████	0.30	\$550.00	\$165.00	CF
10/29/2020	██████████	5.40	\$550.00	\$2,970.00	CF
Quantity Subtotal					5.7

Time Keeper	Hours	Rate	Total
Caitlin Fell	5.7	\$550.00	\$3,135.00
Quantity Total			5.7
Subtotal			\$3,135.00
Tax (13.0%)			\$407.55
Total			\$3,542.55

Detailed Statement of Account**Other Invoices**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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493504	08/02/2020	\$4,649.95	\$0.00	\$4,649.95
493554	09/04/2020	\$2,587.70	\$0.00	\$2,587.70
493596	10/10/2020	\$2,344.75	\$0.00	\$2,344.75
493662	11/04/2020	\$1,305.15	\$0.00	\$1,305.15

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
493694	11/28/2020	\$3,542.55	\$0.00	\$3,542.55
Outstanding Balance				\$14,430.10
Total Amount Outstanding				\$14,430.10

Please make all amounts payable to: Weisz Fell Kour LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

Remittance Advice

Wire Transfer Information

Bank Name/Address: Royal Bank of Canada
Main Branch - Toronto
Royal Bank Plaza
200 Bay Street
Toronto, ON M5J 2J5

Account Number: 1570431
Transit Number: 00002
Bank Number: 003

Name/Account #: Weisz Fell Kour LLP

SWIFT: ROYCCAT2

Payment by e-transfer: trust@wfklaw.ca

Please include the invoice number 493694 as an additional reference so we may accurately identify and apply your payment.
Please provide adequate payment to cover the wire fees assessed by your financial institution.

THIS IS **EXHIBIT "B"** REFERRED TO IN THE
AFFIDAVIT OF **CAITLIN FELL** SWORN BEFORE ME,
THIS **4TH** DAY OF **NOVEMBER**, 2020



A COMMISSIONER FOR TAKING AFFIDAVITS

Summary of Timekeepers		
Legal Professional	Year of Call	Hourly Rate
Caitlin Fell, Partner	2011	\$550.00
Steven Weisz, Partner	1991	\$700.00
Christopher McGoey, Associate	2020	\$250.00
Le Nguyen, Counsel	2003	\$650.00

Billing Summary		
June 1, 2020 – October 29, 2020		
	Total Hours for Caitlin Fell:	19.0
	Total Professional Fees for Caitlin Fell:	\$10,450.00
	Total Hours for Steven Weisz:	0.6
	Total Professional Fees for Steven Weisz:	\$420.00
	Total Hours for Christopher McGoey:	5.6
	Total Professional Fees for Christopher McGoey:	\$450.00
	Total Hours for Le Nguyen:	1.5
	Total Professional Fees for Le Nguyen:	\$975.00
	Total Hours:	26.7
	Average Hourly Rate:	\$460.49
	Total Professional Fees	\$12,295.00
	Disbursements	\$0.00
	Subtotal	\$12,295.00
	HST	\$1,660.10
	TOTAL	\$13,955.10

CONFIDENTIAL APPENDIX "1"

**APPENDIX MARKED AS CONFIDENTIAL AND EXCLUDED
FROM THE PUBLIC RECORD**

CONFIDENTIAL APPENDIX "2"

**APPENDIX MARKED AS CONFIDENTIAL AND EXCLUDED
FROM THE PUBLIC RECORD**

CONFIDENTIAL APPENDIX "3"

**APPENDIX MARKED AS CONFIDENTIAL AND EXCLUDED
FROM THE PUBLIC RECORD**

**IN THE MATTER OF THE BANKRUPTCY OF FAN INTEGRATED
EXPERIENCES LTD. OF THE CITY OF TORONTO, IN THE PROVINCE
OF ONTARIO**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

MOTION RECORD

WEISZ FELL KOUR LLP
100 King Street West, Suite 5600
Toronto, ON M5X 1C9

Caitlin Fell

LSO No. 60091H

cfell@wfkaw.ca

Tel: 416.613.8282

Fax: 416.613.8290

**Lawyers for the Trustee in Bankruptcy,
Dodick Landau Inc.**