

Court File No. CV-14-10655-00CL

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF MARTIN ROSS GROUP INC.**

**FIRST REPORT OF THE MONITOR,
COLLINS BARROW TORONTO LIMITED**

SEPTEMBER 5, 2014

COLLINS BARROW TORONTO LIMITED
11 King St. W., Suite 700
Box 27
Toronto, ON M5H 4C7

E SERVICE LIST

COUNSEL/PARTY	LAWYER(S)/ CONTACT PERSON(S)	PARTY REPRESENTING	E-MAIL ADDRESS
KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP 8 King Street East, #1000 Toronto, ON M5C 1B5	Mervyn A. Abramowitz Tel: 416-218-5620 Fax: 416-306-9874 Philip Cho Tel: 416-218-5620 Fax: 416-306-9874 Stephen Wolpert Tel: 416-218-5763 Fax: 416-306-9874	Martin Ross Group Inc.	mabramowitz@krmc-law.com pcho@krmc-law.com swolpert@krmc-law.com
COLLINS BARROW TORONTO LIMITED 11 King Street West, #700 Toronto, ON M5H 4C7	Daniel Weisz Tel: 416-646-8778 Fax: 416-480-2646 Eric Corrado Tel: 647-727-3659 Fax: 416-480-2646	Monitor	dweisz@collinsbarrow.com ejcorrado@collinsbarrow.com
TORKIN MANES LLP 1500-151 Yonge Street Toronto, ON M5C 2W7	Fay Sulley Tel: 416-777-5419 Fax: 1-888-587-5769	Monitor	fsulley@torkinmanes.com
DEPARTMENT OF JUSTICE CANADA Tax Section, Exchange Tower Suite 3400, P.O. Box 36 130 King Street West Toronto, ON M5X 1K6	Diane H. A. Winters Tel: 416-973-3172 Fax: 416-973-0810		diane.winters@justice.gc.ca
MINISTRY OF REVENUE (ONTARIO) Legal Services Branch 6 th Floor, P.O. Box 627, Station A 33 King Street West Oshawa, ON L1H 8H5	Kevin O'Hara Tel: 905-433-6934 Fax: 905-436-4510		kevin.ohara@ontario.ca

COUNSEL/PARTY	LAWYER(S)/ CONTACT PERSON(S)	PARTY REPRESENTING	E-MAIL ADDRESS
SHERFAM INC. 150 Signet Drive Weston, ON M9L 1T9	Craig Baxter Tel: 416-401-7380 Fax: 1-800-609-9444		cbaxter@apotex.ca
RP HOLDINGS INC. 1 City Centre Drive Suite 620 Mississauga, ON L5B 1M2	Craig Baxter Tel: 416-401-7380 Fax: 1-800-609-9444		cbaxter@apotex.ca
DELL FINANCIAL SERVICES CANADA LIMITED-LEGAL DEPARTMENT	Daniel Murphy		daniel.e.murphy@dell.com
FARRIS, VAUGHAN, WILLS & MURPHY LLP 25 th Floor 700 W Georgia Street Vancouver, BC V7Y 1B3	Tim Louman-Gardiner Tel: 604-661-1729 Fax: 604-661-9349	S. Vinodkumar USA, Inc., creditor	tlouman-gardiner@farris.com

INDEX

INDEX

I. INTRODUCTION	1
II. BACKGROUND	3
III. CASH FLOW PROJECTION.....	4
IV. ACTIVITIES RELATING TO THE COMPANY SINCE THE INITIAL ORDER.....	5
V. PROPOSED MARKETING AND SALE PROCESS.....	7
VI. MONITOR'S ACTIVITIES.....	10
VII. THE COMPANY'S REQUEST FOR AN EXTENSION OF THE STAY OF PROCEEDINGS	11
VIII. RECOMMENDATION	12

Appendices

Initial Order	A
First Affidavit of Cameron Gillies (without enclosures)	B
First Stay Extension Order.....	C
Cash Flow Projection.....	D
Actual Results.....	E
Second Affidavit of Cameron Gillies (without enclosures)	F
Marketing Flyer.....	G
Globe and Mail Advertisement.....	H
CIM (intentionally sealed)	I
Confidentiality Agreement.....	J
Form of Offer and Terms and Conditions of Sale	K
Agreement of Purchase and Sale.....	L
Letter to Creditors.....	M
Creditor Mailing List.....	N
National Post CCAA Notices	O
Monitor Invoice #1	P

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
MARTIN ROSS GROUP INC.**

**FIRST REPORT OF THE MONITOR
September 5, 2014**

I. Introduction

1. This is the First Report prepared by Collins Barrow Toronto Limited (the "**Monitor**"), in its capacity as the monitor of Martin Ross Group Inc. ("**MRG**" or the "**Company**") appointed pursuant to section 11.7 of the *Companies' Creditors Arrangement Act* (the "**CCAA**") by an Order of Mr. Justice Penny dated August 7, 2014 (the "**Initial Order**"). A copy of the Initial Order is attached hereto as Appendix "**A**".
2. The First Report of the Monitor (the "**First Report**") is prepared pursuant to paragraph 21(b) of the Initial Order which directed the Monitor to report to the Court "... at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein."
3. The purpose of this First Report is to:
 - i) provide a brief background as to the reason for the Company seeking the Initial Order;

- ii) provide information on the Cash Flow Statement filed by the Company;
 - iii) provide information on activities relating to the Company since the Initial Order;
 - iv) comment on the Company's proposed marketing and sale process ("**Sale Process**") to solicit offers for the sale of all or a portion of the Company's assets;
 - v) comment, and provide a recommendation to the Court, on the Company's motion for an extension of the stay of proceedings to October 31, 2014; and
 - vi) to provide information on the Monitor's activities to August 31, 2014 and to seek an Order approving the Monitor's activities and Monitor Invoice #1.
4. In preparing this First Report and making the comments herein, the Monitor has relied upon unaudited or draft internal financial statements and/or financial information prepared or provided by the Company, discussions with management of the Company, and information from other third-party sources (collectively, the "**Information**"). As the Information included in this First Report has been provided by the Company or other parties, the Monitor has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance in respect of the Information.
5. Capitalized terms not defined in this First Report are as defined in the Initial Order and the First Stay Extension Order (defined later herein). All references to dollars are in Canadian currency unless otherwise noted.

6. The Monitor has to date posted to its website the Application Record dated August 5, 2014, the Initial Order, the First Stay Extension Order, a list of the Company's creditors, a notice sent to the Company's creditors, and the Service List. The Monitor's website is found at <http://www.collinsbarrow.com/en/toronto-ontario/martin-ross-group>. The Monitor will continue to post to its website documents in accordance with the E-service Protocol for the Commercial List in the Toronto region.

II. Background

7. Founded in 1934, the Company is a manufacturer and wholesaler of fine jewellery, with an emphasis on products that have been mined and manufactured entirely within Canada.
8. The landlord of the Premises, Sherfam Inc. ("Sherfam") is also the Company's majority shareholder and, according to the Company's unaudited financial statements as at June 30, 2013, its largest creditor. According to the Affidavit of Cameron Gillies, the President of the Company, sworn on August 5, 2014 (the "**First Gillies Affidavit**"), Sherfam has been a lender to the Company since 1993 and has always acted as the Company's principal lender. As a result, the Company did not need to resort to financing from traditional lenders such as banks and as of August 7, 2014, the Company had no outstanding indebtedness to any traditional lenders. A copy of the First Gillies Affidavit, without enclosures, is attached hereto as Appendix "**B**".
9. In or around June 2014, Sherfam advised the Company that it would not advance any additional credit to the Company. This had the effect of straining the Company's cash flow and impeding its ability to meet its day-to-day obligations, including its ability to secure the ongoing supply of raw materials for production and other jewellery for the Company's wholesaling operations.

10. On August 7, 2014, the Company made an application to the Court for protection from its creditors, including a stay of proceedings, under the CCAA which was approved by the Court and the Initial Order was issued.
11. On August 27, 2014, the Company sought and obtained from the Court an Order extending the stay period to September 11, 2014 ("**First Stay Extension Order**"). A copy of the First Stay Extension Order is attached hereto as Appendix "**C**".

III. Cash Flow Projection

12. Attached hereto as Appendix "**D**" is the cash flow projection for the period August 1, 2014 to October 31, 2014 that was filed by the Company with its application for the Initial Order. The Monitor reviewed, prior to the application for the Initial Order, the Cash Flow Projection and the assumptions therein. The Monitor's review consisted of inquiries and discussions with management and review of supporting documentation provided by the Company.
13. As set out in the Cash Flow Projection, the significant assumptions made in preparing the Cash-Flow Projection include:
 - manufacturing operations will continue to September 30, 2014 in order to process existing orders and also to manufacture finished goods for sale from existing raw material inventory;
 - 13 employees on lay-off will be recalled to report to the Company on August 8, 2014;
 - staff will be reduced on October 1, 2014 to those considered necessary to facilitate the sale of inventory;
 - inventory not considered by the Company to be saleable at retail will be liquidated; and

- accounts receivable collections are assumed to not be significantly affected by the Initial Order.
14. The Cash Flow Projection sets out that the Company will generate sufficient cash to fund operations and that the Company will not require external interim or debtor in possession financing over the course of the three-month period ending October 31, 2014.
 15. Based on the Monitor's review of the Cash Flow Projection prior to the application for the Initial Order, nothing has come to the Monitor's attention that causes the Monitor to believe that, in all material respects, the assumptions developed by the Company are not suitably supported and consistent with the Company's plan or do not provide a reasonable basis for the Cash Flow Projection. Since the Cash Flow Projection is based on assumptions regarding future events, actual results may vary from the information presented, and such variations may be material. Accordingly, the Monitor can provide no assurances that the Cash Flow Projection will be achieved.

IV. Activities relating to the Company since the Initial Order

a) Cash flow results

16. As the Cash-Flow Projection has been prepared on a semi-monthly basis, as of the date of the First Report, the Monitor has been able to review the actual cash flow results for the period August 1, 2014 to August 29, 2014 ("**Actual Results**"). A schedule summarizing the Actual Results is attached hereto as Appendix "**E**".
17. In its review of the Actual Results compared to the cash flow statement filed in the Application Record, the Monitor reports that the ending cash balance as at August 29, 2014 was \$865,000, which was \$171,000 lower than the projected balance of \$1,036,000. This variance is attributed primarily to three factors:

- a. Accounts receivable collections for the four weeks ended August 29, 2014 were below projections by \$175,000 or 13.3% as a result of collections being less timely than anticipated;
 - b. Gold purchases for the four weeks ended August 29, 2014 were greater than projections by \$137,000 or 304.4% as a result of the Company expending more than planned to fulfil an unanticipated order from one of its larger customers which the Company believes will generate sales in excess of \$300,000; and
 - c. Professional fees were below projections by \$80,000 or 100% as a result of no payments being made. These fees are expected to be paid shortly.
18. The Company still expects to have sufficient cash available to continue operating and to conduct and complete the Sale Process to October 31, 2014.

b) Inventory

19. As discussed in the Affidavit of Cameron Gillies sworn on September 5, 2014 in support of the Company's application to the Court to extend the Stay Period to October 31, 2014 (the "**Second Gillies Affidavit**"), certain of the Company's inventory is supplied on a consignment basis. The Company has continued to send out notices to customers requiring that the customers return the consigned goods, or in some cases, providing the customer with the option of purchasing the goods outright. This has resulted in existing consignment inventory either being converted to cash if purchased outright, or returned so that the raw materials can be extracted and used to produce finished goods considered to be more saleable by the Company. A copy of the Second Gillies Affidavit, without enclosures, is attached hereto as Appendix "**F**".
20. In order to assist with the manufacture of finished goods inventory such that production is completed by the first week of October, 2014, MRG recalled thirteen employees who had been laid off so that these employees could assist

with the anticipated increase in the manufacture of finished goods. Of the thirteen employees, eleven have returned to work at MRG, while two others have found alternate employment.

21. The Company does not maintain a perpetual inventory system. As a result, the Company has advised the Monitor that absent an inventory count, which would result in significant interruptions to operations, the Company does not have a way of tracking the conversion of its raw materials to finished goods, nor can it easily demonstrate an increase in finished goods resulting from production. As a result, the Monitor is unable to provide any comments on the change in inventory for the period ending August 31, 2014. The Company has informed the Monitor that it plans to perform an inventory count upon its completion of the manufacturing of the Company's raw materials into finished goods which is expected to be by the first week of October, 2014.
22. Umicore Precious Metals NJ, LLC ("**Umicore**") is the beneficiary under an Irrevocable Standby Letter of Credit ("**LOC**") secured by Sherfam. On August 21, 2014, Umicore exercised its rights under the LOC to make an immediate draw of \$1,940,100 which represents the current value of the metal leased to the Company pursuant to a lease agreement. The Monitor understands that Umicore has now drawn on the LOC, thereby increasing the Company's liability to Sherfam.

V. Proposed Marketing and Sale Process

23. As indicated in the Second Gillies Affidavit, at least eight interested parties have made inquiries regarding MRG's assets. MRG has concluded that the most advantageous course of conduct in these proceedings to achieve value for MRG's stakeholders is a sale of all, or substantially all, of its business or assets.
24. As such, the Company is proposing the Sale Process that will be conducted by the Monitor, with the assistance of the Company. Although the Sale Process will be conducted by the Monitor, the vendor of the assets will be the Company.

25. For purposes of the Sale Process, the assets have been categorized into the following parcels:
- a. Parcel A - Libman & Company ("**Libman**") division, to be sold as a going concern;
 - b. Parcel B –Trademarks and trade names not part of the Libman division;
 - c. Parcel C - Machinery, equipment and furniture; and,
 - d. Parcel D - All of MRG's property (Parcels A-C).
26. The Company proposes that the Sale Process provide for a relatively short offer period and require that offers be submitted by September 30, 2014. As set out in the Second Gillies Affidavit, there are several important factors which make the short offer period reasonable and appropriate. These factors include:
- a. completing the Sale Process sufficiently in advance of the Christmas retail season is important to the business of both MRG and its customers. If the marketing period extends into October, it will be difficult for any purchaser to take advantage of the upcoming Christmas retail season;
 - b. making efforts to solicit offers before October 3, 2014 will provide a greater chance that some, or all, of MRG's employees, who have been terminated effective as of October 3, 2014, may be hired by a purchaser, resulting in the non-interruption of employment for some, or all, of MRG's employees; and
 - c. the participants in the jewellery industry are likely to already be familiar with MRG's business and the nature of the assets that will be available.
27. Taking the above into account, the Monitor believes that a documentation preparation and marketing period of approximately three weeks will be sufficient

to expose the Company's assets and permit qualified parties to conduct due diligence and to determine if they will make an offer.

28. The Sale Process is described in the Second Gillies Affidavit and is summarized below:

- (a) distribution on September 12, 2014 of an information overview document ("**Flyer**") to potential purchasers. The list of potential purchasers will be developed from the Company's experience and contacts in the industry, as well as expressions of interest received to date by the Monitor and the Company from interested parties. A copy of the Flyer is attached hereto as Appendix "**G**";
- (b) an advertisement setting out the assets available for sale will be placed for one day during the week of September 14, 2014 in the Globe and Mail newspaper, national edition. A copy of the draft advertisement is attached hereto as Appendix "**H**";
- (c) distribution to prospective purchasers who sign back a confidentiality agreement of a confidential information memorandum ("**CIM**") providing detailed information in respect of the assets available for sale. The CIM will also include the terms and conditions of sale and a form of offer. Attached as a separate document as Appendix "**I**" is a copy of the CIM which the Monitor requests be sealed by the Court until after a sale transaction closes. The CIM contains confidential information which is not publicly available and its disclosure would be detrimental to the Company and the sale process. Attached hereto as Appendix "**J**" is a copy of the confidentiality agreement. Two of the appendices to the CIM, namely the Form of Offer and Terms and Conditions of Sale, and the Agreement of Purchase and Sale are attached hereto as Appendices "**K**" and "**L**", respectively;
- (d) following up with prospective purchasers interested in the opportunity and provide access to the Company and additional information as required;

- (e) setting 12 o'clock noon Eastern Daylight Time on September 30, 2014 as the deadline for the submission of binding offers;
- (f) requiring each offeror, with its offer, to deliver, *inter alia*, to the Company the following:
 - i. An amount equal to 10%, payable to the Monitor, in trust, to be held in a non-interest bearing account; and
 - ii. An executed copy of the template agreement of purchase and sale;
- (g) any transaction resulting from the Sale Process will be subject to the approval of the Court. The Company will not be bound to sell any of its assets until it has entered into a binding agreement of purchase and sale and received approval from the Court to complete such transaction. The Company will also reserve the right to enter into one or more agreements to sell any or all of its assets at any time and to withdraw any or all of its assets from the sale; and
- (h) all sales will be on an "as is, where is" basis. No representation, warranty or condition will be expressed or implied as to title, description, fitness for purpose, merchantability, quantity, conditions or quality of the assets being sold or in respect of any other matter or thing whatsoever.

VI. Monitor's Activities

29. Since the date of the Initial Order, the Monitor's activities have included, *inter alia*, the following:
- reviewed the Company's three month cash flow for the period ending October 31, 2014;
 - reviewed the Company's Actual Results for the four weeks ending August 29, 2014;

- addressed creditor enquiries regarding the status of the CCAA proceedings;
 - corresponded with various parties which communicated to the Monitor their interest in the Company, its assets, or its possible need for financing;
 - sent notices to all known creditors in the prescribed manner advising them that the Initial Order is publicly available. A copy of the notice sent to creditors is attached hereto as Appendix “M”;
 - reviewed a list prepared by the Company including the names and addresses of all creditors and made it publicly available in the prescribed manner. A copy of the list is attached hereto as Appendix “N”;
 - published on August 14, 2014 and August 21, 2014 a notice in the National Post newspaper in the prescribed manner. Copies of the notices are attached hereto as Appendix “O”; and
 - Developed the Sale Process in conjunction with the Company.
30. The Monitor respectfully requests that the Court approve the activities of the Monitor for the period ending August 31, 2014. A summary of the Monitor's activities is set out in the Monitor's first invoice (“**Monitor Invoice #1**”), a copy of which is attached hereto as Appendix “P”. The Monitor is seeking the Court's approval of the First Invoice.

VII. The Company's Request for an Extension of the Stay of Proceedings

31. The stay of proceedings pursuant to the First Stay Extension Order expires on September 11, 2014.
32. The Company wishes to extend the stay period such that the Sale Process be carried out. The Monitor believes the results of the Sale Process will assist the Company in determining its future course of action with respect to the development of a Plan of Arrangement.

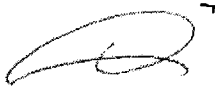
33. The Monitor is of the view that the Company is proceeding in good faith and diligently during these proceedings and the Company's request for an extension of the stay period to October 31, 2014 is appropriate and reasonable in the circumstances.

VIII. Recommendation

34. The Monitor recommends to the Court that it approve the Sale Process outlined herein, as well as the extension of the Stay Period to October 31, 2014.
35. The Monitor also requests that the Court approve the Monitor's activities to August 31, 2014 and Monitor Invoice #1.

All of which is respectfully submitted to this Court as of this 5th day of September, 2014.

COLLINS BARROW TORONTO LIMITED
in its capacity as the Monitor appointed in
the CCAA proceedings of Martin Ross Group Inc.,
and not in its personal capacity



Per: ~~Daniel R. Weisz, CPA, CA, CIRP~~
Senior Vice President

APPENDIX A

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE Mr.)
JUSTICE Penny)

THURSDAY, THE 7TH
DAY OF AUGUST, 2014

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF MARTIN ROSS GROUP INC. (the
"Applicant")

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Cameron Gillies sworn August 5, 2014 and the Exhibits thereto, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, no one appearing for Sherfam Inc., RP Holdings Inc., or Dell Financial Services Canada Limited, although duly served as appears from the affidavit of service of Stephen Wolpert affirmed August 5, 2014 and on reading the consent of Collins Barrow Toronto Limited to act as the Monitor,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order;

- (a) all outstanding and future wages, salaries, employee benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

6. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

7. THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

8. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("Rent"), for the period

commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

9. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. THIS COURT ORDERS that the Applicant shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$1,000,000 in the aggregate
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "Restructuring").

11. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of

the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

12. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

13. THIS COURT ORDERS that until and including September 6, 2014, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the

Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

15. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

16. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

17. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or

licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

18. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION

19. THIS COURT ORDERS that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

APPOINTMENT OF MONITOR

20. THIS COURT ORDERS that Collins Barrow Toronto Limited is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

21. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the Applicant in its preparation of the Applicant's cash flow statements which information shall be reviewed with the Monitor;
- (d) advise the Applicant in its development of the Plan and any amendments to the Plan;
- (e) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
- (g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (h) perform such other duties as are required by this Order or by this Court from time to time.

22. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

23. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or

collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

24. THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicant with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

25. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

26. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a monthly basis and, in addition, the Applicant is hereby authorized

to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers in the amount[s] of \$50,000 , respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time

27. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

28. THIS COURT ORDERS that the Monitor, counsel to the Monitor, if any, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$500,000.00, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraph30 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

29. THIS COURT ORDERS that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

30. THIS COURT ORDERS that the Administration Charge (as constituted and defined herein) shall constitute a charge on the Property and such charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

31. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Administration Charge, unless the Applicant also obtains the prior written consent of the Monitor and the beneficiaries of the Administration Charge, or further Order of this Court.

32. THIS COURT ORDERS that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge (collectively, the "Chargees") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
- (c) the payments made by the Applicant pursuant to this Order, and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

33. THIS COURT ORDERS that any charge created by this Order over leases of real property in Canada shall only be a charge in the Applicant's interest in such real property leases.

SERVICE AND NOTICE

34. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in The National Post a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly

available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

35. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <http://www.collinsbarrow.com/en/toronto-ontario/martin-ross-group>

36. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

37. THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

38. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

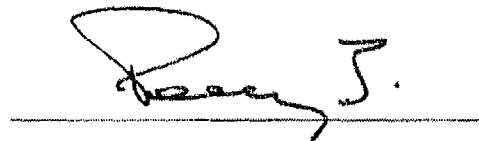
39. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give

effect to this Order and to assist the Applicant, the Monitor and their respective 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

40. THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

41. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

42. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Daylight Time on the date of this Order.



ENTREED AT / INSCRIT A TORONTO
ON / LE JOUR
LE / DANS LE REGISTRE IND.



AUG - 7 2014

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MARTIN ROSS GROUP INC.

Court File No. CV-14-10655-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

INITIAL ORDER

KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP
Barristers and Solicitors
8 King Street East, Suite 1000
Toronto ON M5C 1B5

Mervyn D. Abramowitz (LSUC # 28323R)
mabramowitz@krmc-law.com

Philip Cho (LSUC #456125U)
pcho@krmc-law.com

Stephen Wolpert (LSUC # 57609Q)
swolpert@krmc-law.com

Tel: (416) 225-8750
Fax: (416) 306-9874

Lawyers for the Applicant, Martin Ross Group Inc.

APPENDIX B

Court File No.

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF MARTIN ROSS GROUP INC.**

AFFIDAVIT OF CAMERON GILLIES

(Sworn August 5, 2014)

I, Cameron Gillies, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am the President and Chief Operating Officer of the Applicant, Martin Ross Group Inc. ("MRG"), and as such have personal knowledge and information with respect to the matters to which I hereinafter depose. Where matters are based on information, I state the source of such information and I verily believe them to be true.

2. I swear this affidavit in support of an application by MRG pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA") in which it seeks an Initial Order that provides for, among other things, (a) a stay of proceedings preventing MRG's creditors from commencing or continuing any proceedings or enforcement processes against MRG; and (b) the appointment of Collins Barrow Toronto Limited ("Collins Barrow") as Monitor of MRG.

INTRODUCTION

3. MRG is a manufacturer and wholesaler of fine jewellery, with an emphasis on products that have been mined and manufactured entirely within Canada.

4. For reasons that are discussed below, MRG has had significant financial difficulties, and, as a result of recent events, is now also having difficulty obtaining the raw materials necessary to continue production of its products.

5. MRG has already taken a number of steps over the past several months, described below, to try to address its financial difficulties. To date, however, these steps have not been successful in placing MRG on a firm financial footing.

6. Indeed, at this stage, MRG is not able to meet its liabilities generally as they come due, and the value of its liabilities exceeds the value of its assets. MRG is therefore insolvent. Its debts are well in excess of \$5 million.

7. MRG wishes to consider its options regarding a restructuring of its business. To do that, it needs to be able to focus and concentrate on that task. MRG wishes to continue to operate its business, manufacture additional product for sale and try to address its cash position. MRG also wishes to communicate with its customers, who are largely jewellery retailers, about its current situation and its restructuring efforts, so that they and MRG can plan now for the upcoming Christmas retail season, and the customer and consumer needs.

8. As a result, MRG needs protection from its creditors in the short term and has therefore reluctantly brought the within application.

9. This application has been authorized by a resolution of the sole director of MRG, Allen Shechtman. Attached hereto and marked as **Exhibit "A"** to this my affidavit is a true copy of the resolution.

10. In the paragraphs that follow, my affidavit will address the following matters:

- (a) The background and MRG's business;
- (b) The causes and effects of MRG's financial difficulties;
- (c) MRG's efforts to restructure its business;
- (d) MRG's current financial situation; and
- (e) Why MRG requires protection pursuant to the CCAA.

BACKGROUND AND MRG'S BUSINESS

MRG's Products

11. MRG is a manufacturer and wholesaler of fine jewellery, including rings, earrings and necklaces. Many of MRG's products contain various precious stones, with a significant portion containing diamonds. MRG emphasizes as part of its marketing that its jewellery is manufactured in Canada and contains gold from the Royal Canadian Mint and diamonds that are mined in Canada. This is an attractive feature for many of our retail partners.

Corporate Structure

12. MRG is a corporation incorporated pursuant to the laws of Ontario. Allen Shechtman and I are the only officers of MRG and Mr. Shechtman is the sole director. MRG

now comprises two divisions - Libman and Master Design, each of which offers different styles of jewellery and operates largely independently of the other. Libman's products typically include more traditional jewellery designs, while Master Design's products often have more contemporary designs.

13. Master Design is both a manufacturer and a wholesaler of jewellery. As a manufacturer, Master Design purchases raw materials, including gold, diamonds and other precious stones, and manufactures jewellery that can be sold to Master Design's retailer customers, who in turn sell to the public. As a wholesaler, Master Design also purchases jewellery that has been manufactured by others, and resells it to various retailers.

14. By contrast, Libman is solely a manufacturer of jewellery, and does not wholesale any jewellery.

MRG's Customers

15. MRG sells its products in Canada, the United States, the United Kingdom and the Caribbean. It sells these products to a variety of large, well-known retailers, including Zale's (one of the largest vendors of jewellery in the United States, who in turn operates several chains of jewellery stores in Canada, including Mappins and People's) and, until recently, Walmart, Zellers and Sears. MRG also sells its products to numerous smaller retailers.

16. In most cases, MRG sells its products on credit terms, which terms vary among customers.

17. However, MRG also supplies some of its products on consignment. In those cases, MRG provides its products to the retailers, who then display the products and offer them

for sale. When the products are sold, the retailer pays MRG, again on terms. In some cases, the consignment can last 6 months or more.

MRG's Suppliers.

18. MRG deals with approximately 50 suppliers in the ordinary course on credit terms, including suppliers of finished goods, precious stones and jewellery components such as clasps and chains.

19. MRG acquires virtually all of its gold directly from the Royal Canadian Mint, who requires payment in advance of delivery.

20. The one exception is that MRG has borrowed 1500 ounces of gold from Umicore Precious Metals, which will either need to be returned to Umicore or paid for. MRG's indebtedness related to this gold is included in MRG's financial statements at more than \$2 million.

21. Further, MRG acquires Canadian diamonds from HRA Group Holdings Ltd. and its related company, Crosswork Manufacturing Ltd. (collectively referred to hereinafter as "HRA"), as HRA dominates the supply of Canadian diamonds.

22. Unfortunately, there are no other suppliers of Canadian diamonds who could provide a sufficient number of Canadian diamonds to permit MRG to continue its operations.

MRG's Employees

23. MRG currently employs approximately 83 full time, non-unionized employees, 13 of whom are currently on temporary layoff.

24. MRG does not provide a registered pension plan for its employees.

MRG's Landlord and Premises

25. MRG operates out of leased premises at a single location on Canarctic Drive in Toronto, Ontario (the "Premises").

26. The landlord of the Premises is Sherfam Inc. ("Sherfam"), who is also MRG's largest creditor, its majority shareholder, and a secured creditor.

MRG's Creditors

Secured Creditors

27. As noted above, Sherfam is MRG's largest creditor. As of July 31, 2014, MRG owed Sherfam approximately \$32 million, or more than 75% of MRG's indebtedness. Part of this debt is secured and part is unsecured.

28. Sherfam has always acted, and continues to act, as MRG's principal lender. As a result, MRG has usually not needed to resort to financing from traditional lenders such as banks. MRG currently has no outstanding indebtedness to any traditional lenders.

29. MRG also owes another lender, RP Holdings Inc. ("RP"), a party that is related to Sherfam, a further \$3.4 million.

30. MRG also owes Dell Financial Services Canada Limited ("**Dell**") approximately \$30,000 in respect of certain computer equipment and peripherals that MRG leased from Dell.

31. Aside from Sherfam, RP and Dell, MRG has no other secured creditors. Attached hereto and marked as **Exhibit "B"** to this my affidavit is a true copy of a Personal Property Security Registration System Enquiry Response Certificate (the "PPSA Certificate") for MRG, dated August 5, 2014 which shows the security registrations for each of the above-noted secured creditors and their respective priorities.

Unsecured Creditors

32. MRG owes its suppliers approximately \$2 million. Each of those suppliers supplied to MRG on credit and therefore any claims they have are unsecured.

33. MRG is also aware of one contingent unsecured claim at this time. In April 2014, MRG terminated several employees as part of its cost cutting efforts. One of those employees has since commenced a legal proceeding against MRG for wrongful dismissal. Attached hereto and marked as **Exhibit "C"** to this my affidavit is a true copy of the Statement of Claim in the said proceeding.

34. A Statement of Defence is due by August 8, 2014. MRG wishes to avoid having to deal with this and any other potential legal actions while it considers its options with respect to restructuring its business. This is another reason why a stay of proceedings is being sought in this application.

THE CAUSES AND EFFECTS OF MRG'S FINANCIAL DIFFICULTIES

35. As noted above, MRG has experienced financial difficulties. There are several reasons for this.

36. First, certain of MRG's large customers, including Zellers and Sears, have recently experienced financial problems of their own. For Zellers, its liquidation resulted in a loss of sales for MRG. For Sears, MRG decided it was no longer practical to supply Sears after Sears decided to dramatically downsize its jewellery department.

37. Second, some of MRG's consignment programs have not been successful, resulting in the fact that larger than normal amounts of inventory have remained at certain vendors for longer than normal periods of time. Further, as a result of those programs, MRG allocated resources to the manufacture and acquisition of jewellery product, and the shipment of the products to the customers, with revenues only to be realized once the sales were completed, and even then, on the credit terms agreed to with the customers.

38. As a result, MRG has had to generate significant amounts of inventory without achieving a commensurate increase in sales.

39. The above-noted problems have resulted in a reduction in sales and cash payments to MRG, both overall, and in terms of a lag in cash flows from the lower turnover on consigned goods. This has made it difficult for MRG to fulfil its financial obligations to its suppliers and lenders.

40. This has resulted in two recent, serious problems that have had a major impact upon MRG and threaten MRG's ability to operate as a going concern. These are:

(a) Sherfam's decision not to extend any further credit to MRG; and

(b) HRA's decision, based on pressure it was receiving from its own lender, to cease to supply MRG with any further Canadian diamonds.

Sherfam's decision not to provide additional credit

41. I am advised by Allen Shechtman that Sherfam has been a lender to MRG since MRG's incorporation in 1993.

42. Since that time, Sherfam has provided additional credit and advanced funds on numerous occasions, including on prior occasions where MRG experienced temporary financial difficulties. This has resulted in the outstanding indebtedness to Sherfam, as referred to above in paragraph 27.

43. In or around November 2013, MRG realized that Sherfam would be taking a new approach as regards MRG when they suggested to MRG that it ought to consider the orderly sale of its business and indicated to MRG that it may not be prepared to provide MRG with any additional credit. This had never been suggested to us before and we were surprised by this new approach.

44. Then, in or around March of 2014, Sherfam advised MRG that it wanted MRG to demonstrate its ability to continue without further credit, and indicated that it was unlikely to advance further credit.

45. As described below, MRG did then take steps to address Sherfam's concerns, but again, it signalled a new approach that has had the effect of straining MRG's cash flow and impeding its ability to meet its day-to-day obligations, including its ability to secure the ongoing supply of raw materials for production and other jewellery for MRG's wholesaling operations.

46. In or around June 2014, Sherfam advised MRG that it would not advance any additional credit to MRG.

47. Further, in or around mid-July 2014, I understand that RP retained Collins Barrow as a consultant to, among other things, review MRG's cash flow projections, developed using certain assumptions, to assess options that may be available to RP.

HRA ceases to supply MRG

48. Without additional injections of capital and new financing, MRG has been unable to keep its accounts with its suppliers current.

49. Based on the fact that HRA is the dominant supplier of Canadian diamonds on the market, MRG is heavily dependant on its being able to secure an ongoing supply of diamonds for its products from HRA.

50. Due to the financial difficulties described above, MRG has been unable to pay its trade creditors, including HRA, in full or on time.

51. As a result, HRA recently advised MRG that it was not prepared to supply additional diamonds to MRG unless MRG brought its account into good standing.

52. Simply put, MRG did not have the approximately US\$2.2 million needed to bring its account with HRA into good standing.

53. Further, until recently, HRA was a secured creditor of MRG. In its capacity as a secured creditor, HRA put considerable pressure on MRG for repayment

54. HRA is no longer a secured creditor of MRG, as Sherfam recently acquired HRA's secured position. However, MRG has been operating under considerable pressure from one of its secured creditors and key suppliers until mere days ago.

55. Further, despite Sherfam's acquisition of HRA's secured position, at this time HRA has not indicated its willingness to resume its supply of Canadian diamonds to MRG.

56. Given the lack of large alternative suppliers of Canadian diamonds, MRG is currently unable to secure a steady supply, and therefore faces the prospect of being unable to fulfill orders for many of its products. Indeed, MRG recently had to:

- (a) return a significant quantity of diamonds to HRA in order to help reduce the amount owing to HRA; and
- (b) decline certain orders that it was not in a position to fulfill, including key orders for the upcoming Christmas retail season.

MRG's EFFORTS TO RESTRUCTURE ITS BUSINESS

57. Based on the financial circumstances described above, MRG determined that it needed to take steps in order to try to recover from its difficult financial position.

58. As a result, MRG did take certain steps, including seeking alternate financing, cutting costs, discussing the possible sale of MRG's business with certain outside advisors, and recalling and melting inventory. Each of these steps is described below.

Efforts to Obtain Alternate Financing

59. Upon learning that Sherfam would not advance further credit or funds, MRG sought alternate financing from both Business Development Bank of Canada ("BDC") and Export Development Canada ("EDC").

60. MRG did not contact more traditional lenders as it believed, based on past dealings, that those lenders would be unwilling to advance funds to MRG in light of MRG's business structure and its ongoing financial difficulties.

61. MRG contacted EDC, which provides exporters with financing, as MRG considered trying to further expand into jewellery markets in the United States and United Kingdom as a means to address the challenging sales environment it had been experiencing in Canada.

62. However, EDC advised MRG that its lending practices involve guaranteeing loans by major banks to borrowers, rather than advancing funds itself. Given our scepticism about the banks' willingness to lend to us, we were of the view that borrowing in this manner was not a viable option for MRG.

63. MRG also contacted BDC, who advised that BDC was not prepared to lend against inventory and/or accounts receivable. As those two asset categories comprise the vast majority of MRG's assets, it became clear that borrowing from BDC was not a realistic option either.

64. To date, MRG has not secured any additional financing and it appears doubtful that it will be able to do so without restructuring its affairs.

Potential sale of MRG

65. MRG also took steps to see if a possible sale or merger of the business would be a viable option. In March, 2014, MRG contacted an investment bank and a business broker about the possibility of a sale of all or part of MRG's business operations. MRG was advised that a

sale might be possible despite MRG's poor financial performance. However, it was also made clear that MRG would likely need to be re-organized before being offered for sale.

Cost Cutting Measures

66. MRG has also taken a number of steps in the last number of months to reduce its costs, and try to improve its financial position.

67. First, MRG recently terminated 4 employees and temporarily laid off 13 others, effectively reducing its staffing costs by 20%.

68. Second, MRG ceased supplying those customers, including Walmart and Sears, for whom its costs – and particularly its inventory costs to support consignment – were judged to be too high.

69. Third, MRG reduced the number of product lines it offered to its customers, thereby reducing overhead and simplifying its operations.

70. Fourth, MRG reduced various marketing and advertising costs.

Recalling and Melting Inventory

71. MRG has also taken the step of “melting” jewellery, which enables MRG to recover and reuse the gold and any precious stones.

72. MRG has melted certain finished goods inventory from discontinued product lines and has also recalled certain consigned goods that can be melted.

73. By melting the jewellery, MRG is able to increase raw materials that can be used in the production of new products, reduce non-performing inventory and reduce MRG's need to purchase additional raw materials.

74. One downside of this process is that the value of any labour component in the making of the melted jewellery is lost.

MRG'S CURRENT FINANCIAL POSITION

75. Attached hereto and marked as **Exhibits "D", "E", and "F"** are true copies of the unaudited financial statements of MRG, prepared on a Notice to Reader basis, for the years ending June 30, 2011, June 30, 2012 and June 30, 2013.

76. Attached hereto and marked as **Exhibit "G"** is a true copy of MRG's internal, unaudited financial statements for the 11-month period ending May 31, 2014, the most recent period for which such statements are currently available.

Assets

77. As noted on MRG's balance sheet at Exhibit G, accounts receivable and inventory comprise approximately 90% of the value of MRG's assets.

78. To maximize realizations, it will be necessary for MRG to collect on its accounts receivable, sell more inventory, and recall and melt any poorly performing products that are on consignment.

Accounts Receivable

79. Attached hereto and marked as **Exhibit "H"** to this my affidavit is an aged listing of MRG's accounts receivable.

80. It is my view that the accounts receivable are largely collectible, as many accounts are owed by reliable customers and are relatively current. Indeed, one third of MRG's accounts receivable are not yet due. Further, our ability to collect on these receivables is enhanced by MRG's excellent ongoing relationships with these customers, even during this difficult period. I am also of the view that collections will be preserved if MRG continues its operations, which may not be the case if MRG is liquidated outright.

Inventory

81. Attached hereto and marked as **Exhibit "I"** to this my affidavit is a detailed listing of MRG's inventory.

82. MRG's inventory includes approximately:

- (a) \$9.4 million worth of raw materials that can be used for future production;
- (b) \$3 million of inventory that has been consigned to MRG's customers; and
- (c) \$3.8 million of inventory relating to discontinued products, all of which can be either be sold or melted and used for future production.

83. As noted above, MRG will also have to consider its options with respect to the consigned inventory as that has placed a strain on MRG's resources, both from a production and a cash-flow perspective.

Liabilities

84. Details regarding MRG's creditors are set out at paragraphs 27-34.
85. MRG's balance sheet at Exhibit G shows that MRG's total indebtedness exceeds \$41.1 million, of which more than 75% of that indebtedness is owed to Sherfam.
86. It is also significant that MRG's total liabilities exceed its total assets by nearly \$9 million.
87. Except as described above, to date, none of MRG's current secured creditors have expressed an intention to enforce on their security or to commence legal proceedings against MRG. However, this is largely because most of MRG's secured debt is owed to Sherfam and RP, which is related to Sherfam.
88. By contrast, several of MRG's unsecured creditors have been enquiring about the company's financial position and payment of its outstanding accounts. In particular, several trade creditors have advised that, unless they receive payment in the next short while, they will likely take steps to recover the amounts owing to them.

Net Losses

89. As indicated in the company's income statement included at Exhibits D, E, F and G to my affidavit, MRG has been struggling to be profitable for a number of years. For the recent fiscal period ending May 31, 2014, MRG incurred a loss of approximately \$2.75 million, while cumulative losses total almost \$9 million. Without further capital injections, MRG must restructure its business if it hopes to become profitable.

90. For the reasons described above, MRG is clearly insolvent and has debts in excess of \$5 million.

THE NEED FOR AN INITIAL ORDER

91. Although MRG has suffered a number of setbacks in its efforts to operate its business profitably, in my view, it is possible for MRG to be reorganized to the point where it may be able to become profitable or at least sold on a going concern basis.

92. MRG has, among other things, valuable inventory, a strong reputation among jewellers in (and to a lesser extent, outside of) Canada, good brand recognition in the Canadian market, and excellent relationships with its customers.

93. At the time of the signing of this affidavit, MRG continues to operate and hopes to be able to continue production to be able to supply its customers with product until such time as it can be determined how to restructure the company, and thereby maximize value for the company's creditors and numerous stakeholders.

94. MRG currently estimates that it will have sufficient funds and sufficient raw materials on hand to be able to continue operations through to October 31, 2014. Attached hereto and marked as **Exhibit "J"** to this my Affidavit is a true copy of a cash flow forecast prepared for MRG, on a weekly basis for the three-month period ending October 31, 2014, as well as a Report on the cash flow statement.

95. I was involved in the preparation of the cash flow statement and believe that the statement is reasonable and that the cash generated from new sales and the collection of accounts receivable will be sufficient to permit MRG to continue to operate for the period indicated.

96. Thus, MRG has not requested, and does not anticipate at this time requiring, any external interim or debtor in possession (“DIP”) financing over the course of the three-month period ending October 31, 2014.

97. Thus, MRG is not seeking any DIP charge at this time either.

98. Further, neither MRG, nor its current officers and director, seek any charge in respect of their continued service for the company if this court sees fit to grant an Initial Order under the CCAA. MRG expects to be able to cover any liabilities or make alternate arrangements in respect of any matters that may arise in that regard.

99. MRG therefore requests an Initial Order and a stay of proceedings under the CCAA so that it can continue its operations while also considering its options, and preparing a plan that will hopefully maximize realizations and generate the greatest good for all of MRG’s stakeholders

100. In particular, in my view, an Initial Order, in the form submitted with this Affidavit will benefit all of MRG’s stakeholders, in that:

- (a) the operations of MRG will continue over the short term;
- (b) MRG’s employees will continue to be employed, with the possibility that some may be recalled from lay-off;
- (c) MRG will be able to pay its suppliers for any purchases on a go-forward basis;
- (d) MRG will be able to supply its customers with additional product;

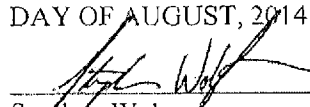
- (e) MRG will be able to plan with its customers and suppliers with respect to the upcoming Christmas retail season, thus permitting greater stability within the marketplace;
- (f) Collection of accounts receivable will likely be preserved along with other recovery and realization strategies; and,
- (g) Without it, the assets of MRG will likely have to be liquidated, likely resulting in lower realizations and recoveries for all creditors.

THE MONITOR

101. Collins Barrow has consented to act as Monitor (the “**Monitor**”) of MRG in the CCAA proceedings, should this Court see fit to grant the Initial Order and appoint Collins Barrow to act as Monitor. To the best of my knowledge, Collins Barrow has not previously acted for MRG in any capacity prior to these proceedings, but has acted as a consultant to RP, as noted above.

SWORN BEFORE ME AT THE CITY
OF TORONTO, IN THE PROVINCE
OF ONTARIO, THIS 5TH
DAY OF AUGUST, 2014

)
)
)
)



Stephen Wolpert
A Commissioner, etc.



CAMERON GILLIES

APPENDIX C

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

WEDNESDAY, THE 27TH

JUSTICE *HAINES*

)

DAY OF AUGUST, 2014

)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF MARTIN ROSS GROUP INC.

ORDER

(Stay Period extension to September 11, 2014)

THIS MOTION, made by the Applicant, for an Order extending the Stay Period, as defined in paragraph 13 of the Initial Order of the Honourable Mr. Justice Penny granted on August 7, 2014 (the "Initial Order") in these proceedings, from September 6, 2014 to September 11, 2014, was read, in chambers, this day at 330 University Avenue, 8th Floor, Toronto, Ontario.

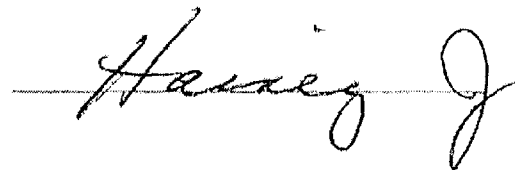
ON READING the draft Notice of Motion for an order extending the Stay Period and approving a sale process, returnable September 11, 2014, and on hearing the submissions of the lawyers for the Applicant and the Monitor,

1. THIS COURT ORDERS that the Stay Period be and is hereby extended from September 6, 2014 to September 11, 2014.

ENTERED & INDEXED AT TORONTO
ON / BOOK NO.
LE / DANS LE REGISTRE NO.



AUG 27 2014



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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MARTIN ROSS GROUP INC.

Court File No. CV-14-10655-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

ORDER
(Stay Period extension to September 11, 2014)

KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP
Barristers and Solicitors
8 King Street East, Suite 1000
Toronto ON M5C 1B5

Mervyn D. Abramowitz (LSUC # 28323R)
mabramowitz@krmc-law.com

Philip Cho (LSUC #456125U)
pcho@krmc-law.com

Stephen Wolpert (LSUC # 57609Q)
swolpert@krmc-law.com

Tel: (416) 225-8750
Fax: (416) 306-9874

Lawyers for the Applicant, Martin Ross Group Inc.

APPENDIX D

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF MARTIN ROSS GROUP INC.**

**REPORT ON CASH FLOW STATEMENT
(Section 10(2)(b) of the Companies' Creditors Arrangement Act ("CCAA"))**

Martin Ross Group Inc ("MRG") has prepared the attached cash flow statements as of August 1, 2014 consisting of a 13-week cash flow for the period August 1, 2014 to October 31, 2014 (the "Cash Flow Statement"). MRG developed the assumptions contained in the notes to the Cash Flow Statement (the "Notes").

The hypothetical assumptions are reasonable and consistent with the purpose of the projections described herein, and the probable assumptions are suitably supported and consistent with the plans of MRG and provide a reasonable basis for the projections. All such assumptions are disclosed in the Notes.

Since the projections are based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projections have been prepared solely for the purpose described herein, using the probable and hypothetical assumptions set out in the Notes. Consequently, readers are cautioned that the Cash Flow Statement may not be appropriate for other purposes

DATED AT TORONTO, this 5th day of August, 2014.

MARTIN ROSS GROUP INC.

Per:



Name: CAMERON GILLIES

Title: PRESIDENT & COO

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MARTIN ROSS GROUP INC.

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

REPORT ON CASH FLOW STATEMENT

KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP
Barristers and Solicitors
8 King Street East, Suite 1000
Toronto ON M5C 1B5

Mervyn D. Abramowitz (LSUC # 28323R)
mabramowitz@krmc-law.com

Philip Cho (LSUC # 45615U)
pcho@krmc-law.com

Stephen Wolpert (LSUC # 57609Q)
swolpert@krmc-law.com

Tel: (416) 225-8750
Fax: (416) 306-9874

Lawyers for the Applicant, Martin Ross Group Inc.

Martin Ross Group Inc.
Projected Cash Flow

WEEKLY CASH FLOW - AUGUST THROUGH OCTOBER 2014

C000's

Each week Monday to Friday (except first week includes Friday August 1)

	Aug 1-8	Aug 11-15	Aug 18-22	Aug 25-29	Sep 1-5	Sep 8-12	Sep 15-19	Sep 22-26	Sep 29-Oct 3	Oct 6-10	Oct 13-17	Oct 20-24	Oct 27-31	TOTAL
Cash Receipts														
A/R Collections	525	170	175	450	340	90	190	100	394	135	225	120	360	3,274
Inventory liquidations												753		753
Total Receipts	525	170	175	450	340	90	190	100	394	135	225	873	360	4,027
Cash Disbursements														
HST					85				50				50	185
PAYROLL	135		155		153		153		153		110		49	906
COMMISSION		44		20			36		20		16		20	158
GOLD	45				45									90
RENT	16				16				16					48
PROPERTY TAX	11				11									22
FREIGHT/SHIPPING	40	10	5	5	5	5	5	5	5	5	5	3	2	100
UTILITIES		4		3		6			9				3	25
MANUFACTURING/OFFICE SUPPLIES	5	5	5	5	5	5	5	5	5	5	5	5	5	65
EMPLOYEE BENEFITS	14		18		18		18		18		15		6	107
GOLD LEASE INTEREST	5				5					5				15
SECURITY	2	2	2	2	2	2	2	2	2	2	2	2	2	26
PROFESSIONAL FEES		50		30			20		25		20		25	170
OTHER Contingency	7	7	7	7	7	7	7	7	7	7	7	7	7	91
Total Disbursements	295	122	180	72	352	25	246	19	310	24	180	17	169	2,006
Net Cash In / (Out)	245	46	-15	378	-12	65	-56	81	84	111	45	856	191	2,021
Cash - Opening Balance	380	625	673	658	1,036	1,024	1,089	1,033	1,114	1,198	1,309	1,354	2,210	380
Cash - Ending Balance	625	673	658	1,036	1,024	1,089	1,033	1,114	1,198	1,309	1,354	2,210	2,401	2,401

- Notes:
1. Manufacturing operations will continue to September 30 in order to process existing orders and also to manufacture finished goods for sale from existing raw material inventory
 2. 13 employees on lay-off will be recalled to report for duty on August 8
 3. Staff will be reduced on October 1 to those considered necessary to facilitate the sale of inventory
 4. A/R collections represent collection of invoices issued in respect of sales occurring both before and after July 1, 2014 and are assumed to not be significantly affected by an Order issued pursuant to the CCAA.
 5. Inventory liquidations represent the sale of inventory not considered by MRG to be saleable at retail
 6. Gold represents an estimate of gold purchases that may be required

APPENDIX E

Martin Ross Group Inc.
Projected Cash Flow

From: 18/Aug/14 To: 29/Aug/14

MONTHLY

C000's	PERIOD: Aug 1-15		PERIOD: Aug 18-29					PERIOD: TTL Aug 1-29		
	FORECAST	ACTUAL	FORECAST		ACTUAL		VARIANCE	FORECAST	ACTUAL	VARIANCE
	TOTAL		Aug 18-22	Aug 25-29	TOTAL					
Cash Receipts										
A/R Collections	695	651	175	450	625	494	-131	1,320	1,145	-175
Inventory liquidations	0	4						0	4	4
Total Receipts	<u>695</u>	<u>655</u>	<u>175</u>	<u>450</u>	<u>625</u>	<u>494</u>	<u>-131</u>	<u>1,320</u>	<u>1,149</u>	<u>-171</u>
Cash Disbursements										
HST	0	0	0	0	0	1	-1	0	1	-1
PAYROLL	135	140	153	0	153	144	9	288	284	4
COMMISSION	44	29	0	20	20	20	0	64	49	15
GOLD	45	0	0	0	0	182	-182	45	182	-137
RENT	16	13	0	0	0		0	16	13	3
PROPERTY TAX	11	11	0	0	0		0	11	11	0
FREIGHT/SHIPPING	50	42	5	5	10	10	0	60	52	8
UTILITIES	4	0	0	3	3		3	7	0	7
MANUFACTURING/OFFICE SUPPLIES	10	0	5	5	10	8	2	20	8	12
EMPLOYEE BENEFITS	14	14	18	0	18	18	0	32	32	0
GOLD LEASE INTEREST	5	4	0	0	0		0	5	4	1
SECURITY	4	0	2	2	4		4	8	0	8
PROFESSIONAL FEES	50	0	0	30	30		30	80	0	80
OTHER Contingency	14	13	7	7	14	14	0	28	27	1
			0	0	0		0	0	0	0
Total Disbursements	<u>402</u>	<u>286</u>	<u>190</u>	<u>72</u>	<u>262</u>	<u>397</u>	<u>-135</u>	<u>664</u>	<u>663</u>	<u>1</u>
Net Cash In / (Out)	<u>293</u>	<u>369</u>	<u>-15</u>	<u>378</u>	<u>363</u>	<u>97</u>	<u>-266</u>	<u>656</u>	<u>486</u>	<u>-170</u>
Cash - Opening Balance	380	379	673	658	673	768	95	380	379	.1
Cash - Ending Balance	<u>673</u>	<u>768</u>	<u>658</u>	<u>1,036</u>	<u>1,036</u>	<u>865</u>	<u>-171</u>	<u>1,036</u>	<u>865</u>	<u>-171</u>

APPENDIX F

Court File No. CV-14-1065500CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF MARTIN ROSS GROUP INC.

AFFIDAVIT OF CAMERON GILLIES

(Sworn September 5, 2014)

I, CAMERON GILLIES, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am the President and Chief Operating Officer of the Applicant, Martin Ross Group Inc. ("MRG"), and as such have personal knowledge and information with respect to the matters to which I hereinafter depose. Where matters are based on information, I state the source of such information and I verily believe them to be true.

2. I swear this affidavit in support of a motion by MRG for an order, among other things:

- (a) approving a marketing and sale process of MRG's assets (the "Sale Process") to be implemented and run by Collins Barrow Toronto Limited ("CBTL"), in its capacity as court-appointed monitor of the Applicant (the "Monitor");

(b) extending the Stay Period, as defined in the Order of the Honourable Mr. Justice Penny granted on August 7, 2014 (the “**Initial Order**”) in these proceedings to October 31, 2014; and,

(c) approving the First Report of the Monitor and the actions and activities of the Monitor described in the First Report.

3. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in my previous affidavit in the proceedings sworn August 5, 2014 (the “**First Gillies Affidavit**”), the text of which is attached hereto as **Exhibit “A”**.

INTRODUCTION

4. On August 7, 2014, MRG sought and was granted protection from its creditors under the *Companies' Creditors Arrangement Act* (the “**CCAA**”). A copy of the Initial Order granted by the Honourable Justice Penny is attached hereto and marked as **Exhibit “B”**.

5. Pursuant to the Initial Order, CBTL was appointed as Monitor of MRG.

6. On August 27, 2014, the Honourable Mr. Justice Hainey granted an order briefly extending the Stay Period from September 6, 2014 to September 11, 2014. Attached hereto and marked as **Exhibit “C”** is a copy of Justice Hainey’s Order.

7. In this affidavit, I will:

(a) provide the Court with an update of the steps that MRG has taken since the Initial Order was granted;

(b) describe the basis for, and an overview of, MRG’s proposed Sale Process; and,

- (c) explain why it is appropriate that the Stay Period be extended to October 31, 2014.

STEPS TAKEN BY MRG SINCE THE INITIAL ORDER WAS GRANTED

8. As described in the First Gillies Affidavit, MRG is a manufacturer and wholesaler of fine jewellery, with an emphasis on products that have been mined and manufactured within Canada.

Working with the Monitor

9. Since obtaining the Initial Order, MRG has worked with the Monitor to try to come up with a plan that makes the most sense for all of MRG's stakeholders, including its creditors and its employees. MRG has provided the Monitor with information as requested and responded to the Monitor's enquiries.

10. MRG has also had discussions with the Monitor regarding MRG's intention to offer the business for sale via a coordinated sale process. I describe this in greater detail below.

Continuing to manufacture finished goods

11. MRG has continued to manufacture finished goods from its inventory of raw materials in the ordinary course. As described in the First Gillies Affidavit, MRG already had some raw materials with which to manufacture new products.

12. Further, MRG has continued to provide notices to some of its customers requiring them to either purchase any consignment goods outright, or to return the goods to MRG. Where

appropriate, MRG is continuing to melt under-performing inventory to extract raw materials for manufacturing into finished goods.

13. The resulting finished goods will have greater value than the existing inventory or raw materials. MRG expects that this can provide greater recovery for MRG's stakeholders, particularly as the Christmas retail season approaches.

14. By continuing the manufacturing process, MRG also anticipates being able to fulfil those customer orders that MRG accepted both prior to, and after, the granting of the Initial Order.

15. In this way, MRG hopes to reduce any negative impact on its customer relationships that may arise from the CCAA proceedings, thereby maintaining the value of MRG's business for the benefit of its stakeholders.

16. Further, as MRG engages in the inventory recall and manufacture process, it requires sufficient human resources to carry out its operations. Accordingly, on August 13, 2014, MRG recalled thirteen employees who had previously been laid off, so that these employees could assist with the anticipated increase in the manufacture of finished goods. Of these thirteen employees, eleven have returned to work at MRG, while two others had found alternate employment.

Notices of termination provided to employees

17. On August 7, 2014, following the granting of the Initial Order, and in accordance with the anticipated plans and cash-flow statement, MRG provided notice of termination of employment to substantially all of MRG's employees, effective October 3, 2014.

18. During the 8-week working notice period provided, MRG's employees will continue to receive wages and benefits and will be available to assist MRG in its efforts to melt recalled inventory and manufacture finished products as described above.

19. However, upon the effective termination date of the employees, MRG expects to cease operating, thereby reducing its operating costs significantly. In fact, from that point forward, MRG will only employ two individuals – Morris Robinson, MRG's controller, and me. If circumstances change and MRG requires additional people to assist with its operations, MRG will then offer temporary employment to some of its former employees on an "as needed" basis.

Responses to enquires of potential purchasers

20. Since the granting of the Initial Order, at least eight parties have contacted MRG, its lawyers, and the Monitor inquiring as to the sale of MRG's business and assets. Parties who executed confidentiality agreements were provided with an opportunity to inspect MRG's business and assets.

PROPOSED SALE PROCESS

21. As regards the business itself, having reviewed the available options, MRG, in consultation with the Monitor, its major secured creditors and its shareholders, have concluded that the current business situation is not sustainable. Rather, MRG's stakeholders would benefit more if the business was sold, preferably as a going concern.

22. As a result, MRG has consulted with the Monitor to develop the Sale Process, where all or substantially all of MRG's business and assets would be sold. A summary of the proposed Sale Process is attached as Schedule "A" to the draft Order at Tab 3 of MRG's Motion Record.

The Role of the Monitor

23. The proposed Sale Process will be implemented and carried out by the Monitor. The Monitor has agreed to run the Sale Process, if approved, and has assisted in developing the Sale Process. MRG believes that this will provide assurances to all of MRG's stakeholders as well as potential bidders that the Sale Process will be conducted in a fair and reasonable manner by a court officer acting objectively with a view to maximizing value for all stakeholders.

The Assets for Sale

24. The proposed Sale Process contemplates the marketing and sale of all of MRG's assets *en bloc*, or in separately defined parcels. One of these parcels is for one of MRG's operating divisions that will be offered for sale as a going concern. MRG believes that the marketing of assets in this manner is likely to attract the greatest number of potential purchasers, while retaining maximum value.

25. The parcel being offered for sale on a going concern basis is a unique division of MRG known as "Libman & Company" (the "**Libman Division**"). The Libman Division is a well-established, Canadian-based, supplier of fine gold and diamond jewellery products. The Libman Division also has a well-established customer base and a wide geographic footprint, encompassing hundreds of independently-owned retailers.

26. If the Libman Division can be sold on a going concern basis, a potential purchaser may offer employment to MRG's employees which would provide additional stakeholder benefits.

27. MRG's other assets available for sale include trademarks and trade names, machinery, equipment and furniture, raw materials and finished goods inventory and accounts receivable.

Marketing of Assets

28. The proposed Sale Process contemplates MRG working with the Monitor to prepare a list of potential purchasers, based on MRG's experience and contacts in the jewellery industry, including those who have already expressed an interest. These potential purchasers will be contacted directly and provided with an information overview document with respect to the sale of MRG's assets.

29. In addition to the targeted marketing effort described above, the proposed Sale Process contemplates placing an advertisement in the national edition of the Globe and Mail newspaper, so as to expose MRG's assets to a broader audience of potential purchasers.

30. Those potential purchasers who sign a confidentiality agreement will be provided with a Confidential Information Memorandum containing detailed information regarding the offering process and the assets available for sale.

31. I am advised by Philip Cho, a lawyer with the law firm of Kronis Rotsztain Margles Cappel LLP, the lawyers for MRG, that new legislation, commonly referred to as Canada's Anti-Spam Legislation ("CASL"), recently came into force. I am advised that any electronic communications, including email messages to potential purchasers, may constitute a "commercial electronic message" ("CEM") within the meaning of CASL. I am further advised that unless MRG has prior consent to send these CEMs to the persons involved, this could

constitute a breach of the statute. MRG does not have prior consent to send CEMs to these potential purchasers.

32. I am advised by Mr. Cho that if a court makes an order authorizing and permitting the sending of CEMs, this would not infringe the law. Accordingly, MRG seeks an order of the Court authorizing and permitting MRG and the Monitor to send CEMs to potentially interested parties as part of the proposed Sale Process.

Short Marketing Period

33. The proposed Sale Process provides for a relatively short marketing period and requires that offers be submitted by September 30, 2014 (being 19 days after the date of the anticipated Sale Process approval order). There are several factors in this particular case that make the short marketing period reasonable and appropriate.

34. First, MRG's customers are jewellery retailers and as a result, the upcoming Christmas retail season is very important to the businesses of both MRG and its customers. In order to acquire sufficient inventory for the Christmas retail season, retailers have already begun to place orders with their suppliers. If the marketing period and the time to submit offers extend into October, it will be difficult for any purchaser to take advantage of the upcoming Christmas retail season. Therefore, the potential for an *en bloc* sale may be negatively affected by a longer marketing and sale process.

35. Secondly, as described above, MRG has provided notice of termination to its employees, effective as of October 3, 2014. A lengthier marketing and sale process, which extends past October 3, 2014, is unlikely to produce greater value (particularly in respect of the

Libman Division) as many of MRG's employees may have sought and found alternate employment by that time. The shorter marketing period contemplated by the proposed Sale Process will provide a greater chance that some or all of MRG's employees may be offered employment by a purchaser, resulting in the non-interruption of employment for some or all of these employees.

36. Finally, as noted above, several prospective purchasers have already contacted MRG, as well as its lawyers and the Monitor, with respect to their interest in MRG's business and assets. In addition, many participants in the jewellery industry are already familiar with MRG's business and the nature of the assets that will be available. As such, it is my view that a lengthier marketing process is unlikely to produce greater interest or value.

37. Accordingly, in my view, a lengthier sale process is not likely to produce a better result, and indeed, the opposite may be true. Moreover, it will be advantageous for all of MRG's stakeholders to complete the process as far in advance of the Christmas retail season as is possible.

38. Therefore, MRG believes that the timelines under the proposed Sale Process are reasonable and appropriate in the circumstances.

EXTENSION OF THE STAY PERIOD

39. The Stay Period expires on September 11, 2014. MRG requires an extension of the Stay Period to October 31, 2014 so that it can implement and complete the Sale Process.

40. MRG filed a three-month cash flow statement as Exhibit "J" to the First Gillies Affidavit (the "**Cash Flow Statement**"). Attached hereto and marked as **Exhibit "D"** is a further

copy of the Cash Flow Statement. MRG has prepared a statement showing the forecast, the actuals and the variances for the period August 1 – August 29, a copy of which statement is attached hereto and marked as **Exhibit “E”**.

41. For the period ending August 29, 2014, there is a negative variance of \$171,000.00 from the projected cash balance in the Cash Flow Statement. This variance is primarily attributable to three factors:

- (a) MRG’s collections of accounts receivable have not been as timely as anticipated and actual recoveries are \$131,000 less than forecast;
- (b) MRG expended \$137,000 to purchase gold to fulfil an unanticipated order from one of its larger customers that will produce sales in excess of \$300,000; and,
- (c) MRG has not yet paid professional fees but expects to do so shortly.

42. Despite the variance noted above, MRG’s cash position is not substantially affected and MRG continues to expect to have sufficient cash available to continue operating and to conduct and complete the Sale Process through to October 31, 2014.

43. The Monitor has indicated that it supports an extension of the Stay Period until October 31, 2014, by which time, it is anticipated that MRG will return to court for approval of one or more asset sales.

44. Based on the information available to me, I do not believe that any creditor of MRG will suffer any material prejudice if the Stay Period is extended until October 31, 2014.

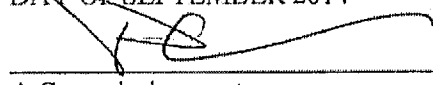
45. As a result, I believe it is appropriate to extend the Stay Period to October 31, 2014.

46. Further, since the issuance of the Initial Order, MRG has acted, and continues to act, in good faith and with due diligence.

SWORN BEFORE ME AT THE CITY
OF TORONTO, IN THE PROVINCE
OF ONTARIO, THIS 5th
DAY OF SEPTEMBER 2014

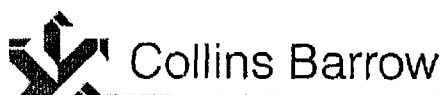
)
)
)
)


CAMERON GILLIES


A Commissioner, etc.

PHILIP CHAD

APPENDIX G



Prime opportunity to purchase the assets of a well-established fine gold and diamond jewellery manufacturer

For Sale – Assets of Martin Ross Group Inc.
250 Canartic Dr., North York, ON



HIGHLIGHTS

- Opportunity to purchase a going concern business
- Large selection of finished goods inventory
- Raw materials inventory including gold, diamonds, emeralds, rubies and other coloured stones
- Well-recognized trademarks and trade names
- State-of-the-art manufacturing equipment
- Sophisticated CAD/CAM technology

THE OPPORTUNITY

Martin Ross Group Inc. ("**MRG**" or the "**Company**") is a manufacturer and wholesaler of fine jewellery, including rings, earrings and necklaces.

On August 7, 2014, MRG sought and obtained an Order of the Ontario Superior Court of Justice pursuant to the Companies Creditors Arrangement Act and in which, Collins Barrow Toronto Limited ("**CBTL**"), was appointed to act as the monitor (the "**Monitor**"). CBTL, solely in its capacity as Monitor, was appointed to implement and conduct the process for the marketing and sale of all of the current and future assets, undertakings and properties (collectively the "**Property**") of MRG.

The Monitor will receive offers to purchase up to and including 12:00 PM on September 30, 2014.

OVERVIEW OF THE COMPANY

MRG is one of Canada's dominant, domestic manufacturers of fine-gold and diamond jewellery specializing in Canadian diamonds. In 2005, it acquired the assets of Master Design Jewellery Limited and in 2010 it acquired the assets of Libman & Company Ltd., which was originally founded in 1934. It currently operates these two divisions as separate units, emphasizing as part of marketing that its jewellery is manufactured in Canada and contains gold from the Royal Canadian Mint and precious stones that are mined in Canada.

OVERVIEW OF THE ASSETS FOR SALE

The assets available for sale include:

Parcel A: MRG's Libman & Company ("**Libman**") division, to be sold on a going concern basis. Libman offers a full line of rings, pendants, and earrings, which are primarily positioned to appeal to the middle market of the jewellery industry, and are designed to fulfill the essential inventory requirements of its customers. This parcel includes Libman's models and molds, trademarks and trade names, and marketing materials. If needed, skilled, non-unionized employees are available for hire

Parcel B: Trademarks and trade names not included in Parcel A. MRG owns well-recognized trade names which would be highly attractive to a buyer seeking to establish or enhance its presence in North America. In Canada, products have been marketed up to 80 years under the trade names of *Columbia*, *GoldMaster*, and *Syndicate Designs*.

Parcel C: Machinery, equipment and furniture. The Company's extensive and technologically advanced manufacturing equipment produce a full line of rings, pendants, and earrings. The Company also maintains its own in-house refinery which converts scrap karat gold back to fine gold at the rate of approximately 300 ounces per week.

Parcel D: All of MRG's property (Parcels A-C), including raw materials inventory, finished goods inventory, and accounts receivable. Raw materials inventory consists of gold, diamonds, sapphires, emeralds, rubies and other coloured stones. Finished goods inventory consists primarily of rings, earrings, pendants, etc. Accounts receivable represents amounts due from large, well-recognized customers, cooperatives composed of many smaller independent members, and small, independent retailers.

PLEASE NOTE THAT PREFERENCE WILL BE GIVEN TO EN BLOC OFFERS FOR ALL THE ASSETS.

LOCATION

The subject Company and related assets for sale are located in Toronto, Ontario.

TRANSACTION AND COMPETITIVE BIDS PROCESS

To receive additional information including the Confidential Information Memorandum, interested parties must execute the enclosed Confidentiality Agreement and return a copy to the Monitor via e-mail to ejcorrado@collinsbarrow.com or by facsimile at (416) 480-2646, attention Mr. Eric Corrado.

The information contained in this document is based on information made available to the Monitor by the Company. The information is intended for informational purposes only. The Monitor has not verified the information and does not represent, warrant or guarantee the accuracy, correctness and completeness of the information. The Monitor does not accept or assume any responsibility or liability of any kind in connection with the information and the recipient's reliance upon the information. The recipient should take such steps as it may deem necessary to verify the information prior to placing any reliance upon it. The information may change and any property described in the information may be withdrawn from the market at any time without notice or obligation to the recipient from the Monitor.

APPENDIX H

Ontario Superior Court of Justice
Court File No. CV-14-10655-00CL

Martin Ross Group Inc.

Request for Offers

Martin Ross Group Inc. ("MRG") is a manufacturer and wholesaler of fine jewellery including rings, earrings and necklaces, a significant portion of which contain diamonds and precious stones.

On August 7, 2014, MRG sought and obtained an order of the Ontario Superior Court of Justice ("Court") pursuant to the Companies' Creditors Arrangement Act ("CCAA"). Collins Barrow Toronto Limited was appointed as Monitor ("Monitor") in the CCAA proceedings. Pursuant to a further order of the Court dated September 11, 2014, the Court approved a process to be conducted by the Monitor for the marketing and sale of all of MRG's assets.

The assets available for sale include:

- i) The Libman & Company division of MRG available for purchase on a going concern basis
- ii) Various trademarks and trade names
- iii) Machinery, equipment and furniture
- iv) All of the above items as one package

All of the above items are for sale together as one package or as separate packages, and all as described in greater detail in a Confidential Information Memorandum (CIM) prepared by the Monitor and MRG. Pursuant to the Terms and Conditions of Sale approved by the Court, all offers for the assets of MRG are required to be submitted to the Monitor by (insert date). To obtain a copy of the Confidential Information Memorandum, please contact the Monitor at:

COLLINS BARROW TORONTO LIMITED

Solely in its capacity as Monitor of Martin Ross Group Inc.,
and not in its personal capacity

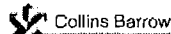
11 King Street West, Suite 700, PO Box 27
Toronto, ON M5H 4C7

Attn: Mr. Eric Corrado, CPA, CA

Telephone: (647) 727-3659

Facsimile: (416) 480-2646

E-mail: ejcorrado@collinsbarrow.com



APPENDIX I

The CIM is being requested to be sealed by the court as it contains confidential information.

APPENDIX J

CONFIDENTIALITY AGREEMENT

Martin Ross Group Inc.

BETWEEN:

Martin Ross Group Inc.

A corporation amalgamated pursuant to the laws of the Province of Ontario (the "**Company**")

- and -

Collins Barrow Toronto Limited

Solely in its capacity as the Court-Appointed Monitor
of Martin Ross Group Inc. and not in its personal capacity

- and -

(hereinafter, the "**Recipient**")

WHEREAS:

- A. The Company is a corporation amalgamated pursuant to the laws of the Province of Ontario. The Company is a manufacturer and wholesaler of fine jewelry.
- B. The Company sought and obtained on August 7, 2014 protection pursuant to the provisions of the Companies Creditors Arrangement Act. Pursuant to the Order of the Ontario Superior Court of Justice (the "**Court**") dated August 7, 2014 (the "**Initial Order**"), Collins Barrow Toronto Limited was appointed as the Monitor of the Company (the "**Monitor**").
- C. The Recipient has expressed an interest in potentially acquiring (the "**Potential Transaction**") certain, or all, of the right, title and interest, if any, in and to the assets of the Company ("the **Property**").
- D. The Company and/or the Monitor intend to provide certain confidential information pertaining to the Company and the Property to the Recipient for its review and consideration in connection with the Potential Transaction.

FOR GOOD AND VALUABLE consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Company and/or the Monitor shall furnish to the Recipient certain information pertaining to the Company and the Property that is either non-public, confidential or proprietary in nature, including, but not limited to, property, financial and operating information, trade secrets, business methods and plans, customer information and an information memorandum. All such information furnished to the Recipient, its directors, officers, employees, agents or representatives, including, without limitation, its lawyers, accountants, consultants or financial and other advisers (collectively "**Representatives**") by the Company and/or Monitor, and all analyses, compilations, data, studies, derivative works or other documents prepared by the Recipient or its Representatives containing or based upon, in whole or in part, any such furnished information is herein referred to as the "**Information**". Information includes, but is not limited to, information about identifiable individuals ("**Personal Information**").
2. The Information will be kept confidential by the Recipient and its Representatives and will not, without the prior written consent of the Company and the Monitor, be disclosed by the Recipient or its Representatives, in any manner whatsoever, in whole or in part, and will not be used by the Recipient or its Representatives, directly or indirectly, for any purpose other than in connection with the evaluation and possible completion of the Potential Transaction and not in any way that is, directly or indirectly, detrimental to the interests of the Company or the Monitor.
3. The Recipient acknowledges that the Information is being furnished to the Recipient solely to assess the Potential Transaction. The Recipient acknowledges that neither the Company nor the Monitor makes any express or implied representation or warranty as to the accuracy, sufficiency or completeness of the Information and agrees that neither the Company nor the Monitor shall have any liability, direct or indirect, to the Recipient or its Representatives relating to or resulting from the Information or the use by the Recipient or its Representatives thereof, errors therein, or omissions therefrom, except in accordance with any specific representation or warranty made in any definitive agreement entered into in respect of the Potential Transaction.
4. The Recipient agrees to furnish the Information only to those Representatives who need to know the Information for the purpose of evaluating the Potential Transaction and who are informed by the Recipient of the confidential nature of the Information and who agree in writing to be bound by the terms of this Agreement. The Recipient further agrees to be responsible for any breach of this Agreement by any of its Representatives. The Recipient will make all reasonable, necessary and appropriate efforts to safeguard the Information and prevent its disclosure to anyone other than as permitted hereby.
5. Without the prior written consent of the Company and the Monitor, the Recipient will not, and will direct its Representatives not to disclose to any other person that the Information has been made available, that this Agreement has been entered into, that discussions or negotiations are taking place concerning the Potential Transaction, or any of the terms, conditions or other facts with respect to the Potential Transaction, unless and only to the extent that in the opinion of its counsel disclosure is required to be made under applicable laws or regulations or as required by any competent governmental, judicial or other authority, provided that the Recipient will advise the Company and the Monitor prior to such disclosure concerning the Information the Recipient proposes to disclose so the

Company and/or the Monitor may seek a protective order or other appropriate remedy. The Recipient shall co-operate with the Company and / or the Monitor on a reasonable basis to obtain such protective order or other appropriate remedy. In any event, the Recipient or the Representatives will only furnish such part of the Information which is required by law to be furnished or disclosed and will use reasonable effort to obtain reliable assurances that confidential treatment will be accorded to all the Information.

6. The Recipient shall keep a record of each location of the Information and its Representatives to whom the Information is provided and provide the Company and the Monitor with such information forthwith upon request. If the Recipient determines not to enter into an offer to purchase the Property, or if an offer to purchase the Property is not concluded, the Recipient shall promptly (a) notify the Monitor of that decision, if applicable, and (b) destroy all physical and electronic copies of the Information and all notes prepared by the Recipient or any of its Representatives, including electronic back-ups of the foregoing in a manner that ensures that such data may not be retrieved or undeleted. Without limiting the generality of the foregoing, the Recipient shall not retain for any longer than necessary, and shall destroy or make anonymous, any records pertaining to Personal Information in accordance with applicable law. Further, no reproduction or extracts of the Information will be retained, and all notes, analyses, compilations, studies, summaries and other materials prepared by Recipient or the Recipient's Representatives containing or based on, in whole or in part, any of the Information will be destroyed. The Recipient will cause each of its Representatives to comply with the foregoing requirements.
7. The Recipient shall store the Personal Information properly and securely and ensure that appropriate technical and organizational means are in place to protect the Personal Information against unauthorized or unlawful processing and against accidental loss, destruction or damage, including taking reasonable steps to ensure the reliability of any person permitted by the Recipient to have access to the Personal Information.
8. Save and except with respect to Personal Information, this Agreement shall be inoperative as to such portions of the Information which: (a) are or become generally available to the public other than as a result of the disclosure by the Recipient or its Representatives; (b) become available to the Recipient or its respective Representatives from a source other than the Company or the Monitor, provided that such source, so far as the Recipient is aware, is not bound by a confidentiality agreement with the Company or the Monitor or otherwise prohibited from transmitting the Information to the Recipient by a contractual or legal obligation; or (c) were known to the Recipient prior to their disclosure to the Recipient by the Company or the Monitor, as evidenced by the Recipient's written records.
9. The Recipient's right to receive information hereunder may be terminated by the Company or the Monitor at any time upon written notice to the Recipient whereupon the Recipient shall destroy, without any cost to the Company or the Monitor, the Information and all notes and writings in respect thereof, which the Recipient or its Representatives may have in their possession at that time and provide evidence of same upon request.
10. The Recipient hereby agrees to indemnify the Company and the Monitor against any damages, liability or expense (including legal fees and disbursements) caused to the Company and/or the Monitor, or their respective agents and arising from any breach by the Recipient of its obligations under the terms of this Agreement.

11. The Recipient acknowledges that it has not been introduced to the Property through any registered intermediary and agrees to work directly through the Company and the Monitor with respect to any purchase of the Property. The Recipient and its Representatives will not communicate directly with any of the Company's suppliers or customers or with any officer or employee of the Company in connection with the valuation or completion of the Potential Transaction or any other matter relating to the Information without the prior written consent of the Monitor and the Company. The foregoing shall expire when the Potential Transaction is completed.
12. The Recipient acknowledges that the Information encompasses proprietary confidential information and business secrets of the Company and that disclosure of the Information and breach of this Agreement would cause the Company and the Monitor irreparable harm for which damages would not be an adequate remedy. The Recipient agrees that the Company will be entitled to an injunctive relief to prevent breaches of this Agreement and will specifically enforce the terms and conditions of this Agreement in addition to any other remedy to which the Company may be entitled at law or in equity.
13. No failure or delay by any party hereto in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement.
14. The Recipient acknowledges that disclosure of the Information or other breach of this Agreement would cause serious and irreparable damage and harm to the Company and the Monitor and that remedies at law would be inadequate to protect against breach of this Agreement, and each party agrees in advance to the granting of injunctive relief in favour of the Company and/or the Monitor for any breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, without proof of actual damages, in addition to any other remedy to which the Company and/or the Monitor would be entitled.
15. No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party hereto, shall be binding unless executed in writing by the party to be bound thereby.
16. The confidentiality and non-use obligations described in this Agreement shall terminate two (2) years from the date of this Agreement.
17. This Agreement shall not be assigned without the prior consent of the Company, the Monitor and the Recipient.
18. 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.
19. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

DATED at Toronto this ____ day of _____ 2014.

Martin Ross Group Inc., a corporation
amalgamated under the laws of the Province of
Ontario

Per: _____

Name:

Title:

Collins Barrow Toronto Limited, solely in its
capacity as Court-Appointed Monitor of Martin
Ross Group Inc. and not in its personal capacity

Per: _____

Name:

Title:

NAME OF RECIPIENT

Per: _____

Name:

Title:

APPENDIX K

FORM OF OFFER

To: Martin Ross Group Inc. (the "Vendor")

1. _____
(Name of Offeror)
2. _____
(Address of Offeror)
3. _____
(Telephone Number) (Facsimile Number) (E-mail address)

4. We/I hereby submit this offer for the purchase of the parcel(s) listed in Schedule A hereto for the total purchase price of CAD\$ _____
(_____ dollars), excluding applicable taxes.
5. We/I agree, that in the event this offer is accepted, to be bound by the Terms and Conditions of Sale dated August __, 2014 which shall form part of this offer.
6. This Offer is irrevocable and shall remain open for the consideration of the Company until 12:00 o'clock noon Eastern Daylight Time on the 9th day of October, 2014.
7. Warranty - We/I represent and warrant to the Monitor that we are /I am/ not a non-Canadian, as defined by the *Investment Canada Act*, R.S.C. 1985, as amended.
8. Enclosed is our/my certified cheque payable to Collins Barrow Toronto Limited, Monitor re Martin Ross Group Inc., as a deposit in the amount of \$ _____, representing 10% of the total amount of our/my Offer submitted herein.

DATED at _____ this _____ day of _____, 2014.

[NAME OF OFFEROR]

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

We/I have authority to bind the Corporation.

SCHEDULE A

Parcel	Purchase Price
A	
B	
C	
D	
Total	

TERMS AND CONDITIONS OF SALE

1. Collins Barrow Toronto Limited, solely in its capacity as the Monitor (the "**Monitor**") of Martin Ross Group Inc. (the "**Vendor**"), appointed pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated August 7, 2014, shall be supervising and conducting a sale process (the "**Sale Process**") pursuant to the Order of the Court dated September 11, 2014, of all of the current and future assets, undertakings and properties of the Vendor of every nature and kind whatsoever, and wherever situate, including all proceeds thereof.
2. Pursuant to these Terms and Conditions of Sale, the Vendor, through the Sale Process being conducted by the Monitor, is offering for sale the Vendor's right, title and interest, if any, in the Property as defined in the Confidential Information Memorandum (the "**CIM**") dated September 5, 2014.
3. A listing of the various items comprising the Property is contained in the CIM. All information contained in the CIM, including without limitation, the lists and descriptions of the Property, has been prepared solely for the convenience of the party submitting an offer to purchase some or all of the Property (an "**Offeror**") and are not warranted to be complete or accurate and do not form part of these Terms and Conditions of Sale.
4. The Property is available for inspection by contacting the Monitor's representative identified below to arrange for an appointment:

Mr. Eric Corrado, CPA, CA
Telephone: 647-727-3659
E-mail: ejccorrado@collinsbarrow.com
5. The Monitor and the Vendor will consider offers for individual parcels or assets within parcels. The parcels available for sale are:

<u>Parcel</u>	<u>General Description of Parcel</u>
A	The Libman & Company division of the Vendor, to be sold as a going concern
B	Trademarks and trade names that are not part of the Libman & Company division of the Vendor
C	Machinery, equipment and furniture
D	All of the Vendor's property (Parcel A-C)

6. To submit an offer for all or part of the Property, a completed sealed offer marked "Offer — Martin Ross Group Inc." shall be delivered or mailed, postage prepaid, to Collins Barrow Toronto Limited, 11 King Street West, Suite 700, PO Box 27, Toronto, Ontario, M5H 4C7, to the attention of Daniel Weisz. All offers must be received by the Monitor by 12:00 noon, Eastern Daylight Time, on September 30, 2014 (the "**Offer**").

Date"). The Monitor reserves the right to extend the Offer Date at any time for any reason.

7. The Monitor reserves the right to amend or terminate the Sale Process at any time.
8. Every offer submitted should be in the form of offer attached hereto. Offers received by the Monitor which are not in such form may be rejected. Offers shall be opened by the Monitor in the presence of, and reviewed with, representatives of the Vendor. No Offeror shall be entitled to be present for the opening of offers.
9. The Vendor and Monitor shall have no obligation, at law or in equity or otherwise, to any Offeror or any other person or party, to:
 - (a) consider any offer which:
 - (i) specifies a purchase price as an amount or percentage in excess of any other offer or otherwise as a function of the purchase price offered by any other Offeror;
 - (ii) has not been fully completed and duly executed;
 - (iii) is not accompanied by the Deposit (as defined below) required hereunder;
 - (iv) is conditional on the outcome of unperformed due diligence by the Offeror;
 - (v) has not been delivered to and received at the offices of the Monitor as required hereunder; or
 - (b) negotiate with any Offeror after the Offer Date with respect to any provision of the offer or request or agree to any changes therein,

but nothing in these Conditions of Sale shall preclude the Vendor and Monitor from taking any of the foregoing steps if, in their sole and unfettered discretion, they decide to do so; however the taking of any such step shall not constitute a waiver by the Vendor or Monitor of the provisions of this paragraph or an obligation on the part of the Vendor or Monitor to take any further or other steps referred to above with the same or any other Offeror. The Vendor or Monitor will be under no obligation to negotiate identical terms with, or extend identical terms to, each Offeror.

10. The Offeror shall, with its offer (the "**Offer**"), deliver to the Monitor the following:
 - (a) an amount equal to 10% of the purchase price specified in the Offer by certified cheque or bank draft drawn on or issued by a Schedule 1 Canadian chartered bank or trust company, which shall be held in a non-interest bearing account by the Monitor. If the Offer is accepted by the Vendor and Monitor said cheque shall be deemed to be a cash deposit (the "**Deposit**") to be applied against the aggregate offered purchase price (the "**Purchase Price**") and, subject to Court approval of the Offer, the Offeror (hereinafter called the "**Purchaser**") under an Approved Sale Agreement (as defined below) shall

pay the balance of the Purchase Price to the Vendor, by certified cheque or bank draft drawn on or issued by a Schedule 1 Canadian chartered bank or trust company on the Closing Date as defined below of the transaction under the Approved Sale Agreement;

- (b) an executed copy of the template agreement of purchase and sale prepared by the Vendor ("**Template Sale Agreement**"), amended to reflect matters specific to the Offer (the Template Sale Agreement as amended, the "**Offeror Sale Agreement**"), which shall be binding and irrevocable until October 9, 2014;
 - (c) a comparison of the Template Sale Agreement to the executed and amended Offeror Sale Agreement;
 - (d) a representation of the Offeror that the Offeror has, and written evidence satisfactory to the Monitor and Vendor of, available cash and/or a commitment for financing to evidence the Offeror's ability to close the proposed transaction as the Vendor may reasonably request;
 - (e) a copy of a resolution of the Offeror's board of directors or similar document demonstrating the Offeror's authority to make an irrevocable Offer and to execute the transaction contemplated by the Offeror Sale Agreement; and
 - (f) disclosure of the identity of each entity (including its ultimate beneficial shareholders) that has submitted the Offer.
11. Following the Offer Date, the Vendor specifically reserves its right to negotiate with one or more Offerors with respect to any provision of the offer or to request or agree to any changes in any such Offer. The Vendor and Monitor each may choose to take such steps with respect to one or more Offers but the Vendor and Monitor each shall have no obligation to negotiate identical terms with, or extend identical terms to each Offeror. The Vendor and Monitor each reserves its right to request some, but not all, Offerors to submit a revised offer reflecting improved terms or other amendments requested by the Vendor. The Vendor and Monitor will be under no obligation to provide to each Offeror the opportunity to improve the terms of any offer submitted to the Vendor following the Offer Date.
12. If the Vendor and Monitor accept an offer and the subject Offeror Sale Agreement, the Vendor and Monitor shall seek Court approval of such Offeror Sale Agreement as soon as reasonably possible. Any Offeror Sale Agreement accepted by the Vendor and Monitor and approved by the Court is referred to herein as an "**Approved Sale Agreement**".
13. If the Vendor and Monitor accept an offer but the terms of that offer or the Offeror Sale Agreement are not approved by the Court then the Vendor and Monitor may, in their sole and unfettered discretion, terminate the proposed transaction and any Offeror Sale Agreement accepted by the Vendor and Monitor, whereupon the Deposit shall forthwith be returned to the Offeror without credit for any accrued interest thereon and the Vendor and Monitor may then accept any other offer to purchase the Property.
14. Notwithstanding any other provision contained in these Conditions of Sale, nothing

herein shall constitute an assignment or attempted assignment of any of the Property subject to an Approved Sale Agreement ("**Purchased Assets**") which is not assignable without the consent of any person if such consent is not obtained by the Purchaser. It shall be the Purchaser's sole responsibility to obtain, at its own expense, any consents, approvals or any further documentation or assurances which may be required to carry out the terms of the sale of the Purchased Assets, including, without limitation, any approvals with respect to the assignment of any of the Purchased Assets not assignable without the consent or action of a third party or parties. Specifically, and without limiting the generality of the foregoing, by submitting an Offer, an Offeror acknowledges that it has conducted its own investigations with respect to any licences, approvals or third party consents which are necessary to purchase any of the Property, to develop or construct improvements upon lands or any other activity utilizing or in connection with any of the Property.

15. Cheques accompanying Offers that are not accepted will be returned to the Offeror by registered mail addressed to the Offeror at the address set out in its Offer or made available for pick up not later than eighteen (18) days following the opening of Offers unless otherwise arranged with the Offeror.
16. The closing of the Approved Sale Agreement shall take place at the office of the Vendor's solicitor, 25 Sheppard Avenue West, Suite 1100, Toronto, Ontario or at the option of the Vendor, at the offices of the Monitor's solicitors, 151 Yonge Street, Suite 155, Toronto, Ontario at 11:00 a.m. on the 31st day after approval by the Court of the Approved Sale Agreement (the "**Closing Date**") or such other date as the Vendor and the Purchaser may agree.
17. Upon closing of the sale of the Purchased Assets contemplated by the Approved Sale Agreement (the "**Closing**"), the Purchaser shall be entitled, upon receipt by the Vendor of the Purchase Price, to possession of the Purchased Assets and to such bills of sale or assignments as may be considered necessary by the Vendor to convey the Purchased Assets to the Purchaser provided that the Purchaser shall remain liable under the Approved Sale Agreement. Any such deeds, bills of sale or assignments shall contain only a release of the Vendor's interest in the Purchased Assets and shall not contain any covenants.
18. The Purchaser shall pay on closing in addition to the Purchase Price all applicable federal, provincial and municipal taxes.
19. The Purchaser shall assume at the Purchaser's cost complete responsibility for compliance with all laws, municipal, provincial or federal in so far as same apply to the Purchased Assets and the use thereof by the Purchaser.
20. The Vendor shall not be required to furnish or produce any abstract of title, title deed, survey, declaration or other document or evidence as to title, other than those in its possession.
21. Prior to the Closing, the Purchased Assets shall be and remain in the possession of and at the risk of the Vendor and the Vendor will hold all policies of insurance effected thereon and the proceeds thereof in trust for the Vendor and the Purchaser as their respective interests may appear. After Closing, the Purchased Assets shall be at the risk of the Purchaser. In the event of substantial damage to the Purchased Assets

occurring on or before Closing, the Purchaser may either have the proceeds of the insurance and complete the Approved Sale Agreement or may cancel such Approved Sale Agreement and have the Deposit paid thereunder, returned without interest, costs or compensation of any kind whatsoever. Where any damage is not substantial, the Purchaser shall be obliged to complete the purchase and shall be entitled to the proceeds of insurance referable to such damage, but not to any other costs or compensation whatsoever.

22. All adjustments of such taxes and other items as are specified herein will be made as of Closing under the Approved Sale Agreement. The Purchaser shall arrange its own insurance and there shall be no adjustment with respect to insurance.
23. No adjustments will be allowed by either the Vendor or the Purchaser for changes in the condition or quantity of any of the Property comprising the Purchased Assets. The Vendor shall remain in possession of the Purchased Assets until the Purchase Price therefor has been paid in full. The Purchaser will take possession of the Purchased Assets at Closing.
24. If the Purchaser fails to comply with the Approved Sale Agreement, the Purchaser's deposit shall be forfeited to the Vendor and the Purchased Assets may be resold by the Vendor, and the Purchaser shall pay to the Vendor (i) an amount equal to the amount, if any, by which the Purchase Price under the Approved Sale Agreement exceeds the net purchase price received by the Vendor pursuant to such resale, and (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of or occasioned by the Purchaser's failure to comply with the Approved Sale Agreement.
25. By submitting an Offer, a Purchaser acknowledges that it has inspected the Purchased Assets and that the Purchased Assets are sold on an "as is, where is" basis at the time of Closing and that no representation, warranty or condition is expressed or implied as to title, description, fitness for purpose, merchantability, quantity, conditions or quality thereof or in respect of any other matter or thing whatsoever. Each Purchaser acknowledges that the Vendor is not required to inspect, or provide any inspection of the Purchased Assets or any part thereof and each Purchaser shall be deemed, at its own expense, to have relied entirely on its own inspection and investigation. It shall be the Purchaser's sole responsibility to obtain, at its own expense, any consents to the transfer of the Purchased Assets and any further documents or assurances which are necessary or desirable in the circumstances. Without limiting the generality of the foregoing, any and all conditions, warranties and representations expressed or implied pursuant to the Sale of Goods Act (Ontario) do not apply to the sale of the Purchased Assets and have been waived by the Purchaser.
26. Each Offeror acknowledges that Collins Barrow Toronto Limited acts solely in its capacity as the court-appointed Monitor of the Vendor and shall have no personal or corporate liability in connection with the Vendor offering the Property for sale and the Monitor conducting the Sale Process, pursuant to these Terms and Conditions of Sale, the CIM or under any Offer, Offeror Sale Agreement or Approved Sale Agreement.
27. The highest or any offer will not necessarily be accepted.
28. The acceptance of any offer and any Offeror Sale Agreement entered into by the Vendor shall be subject to the condition that the sale and the terms thereof be

approved by the Court.

29. No Offeror shall be at liberty to withdraw, vary or countermand an Offer once received by the Vendor. Each Offer shall be irrevocable until October 9, 2014.
30. The Vendor, at its sole discretion, may waive or vary any or all of the terms and conditions hereof. The terms and conditions contained herein shall not merge on the Closing of the transaction contemplated by any Approved Sale Agreement but shall survive such closing and remain in full force and effect and be binding on the Purchaser thereafter.
31. These Conditions of Sale and the validity and interpretation of any offer, Offeror Sale Agreement or Approved Sale Agreement shall be governed by the laws of Ontario, and such agreement shall enure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, successors or assigns as the case may be. -
32. The submission of an offer by a resident of the province of Quebec shall be deemed to constitute the declaration and acknowledgement by the Offeror that it has requested the Conditions of Sale, the form of the offer referred to herein, any Offeror Sale Agreement and all other documentation relating to its offer and to the acceptance thereof to be drawn up in the English language only.
33. All stipulations as to time are strictly of the essence.
34. Any offer of documents or money hereunder may be made upon the Vendor or the Purchaser, or their respective solicitors. Money may be paid by certified cheque or bank draft drawn on or issued by a Schedule 1 Canadian chartered bank or trust company.
35. The obligations of the Vendor to complete an Approved Sale Agreement shall be relieved if, on or before the Closing of such sale, the Order of the Court approving the subject Approved Sale Agreement is subject to appeal, any of the Purchased Assets subject to the sale have been removed from the control of the Vendor by any means or process, or if any of the Purchased Assets subject to the sale is redeemed, whereupon the only obligation of the Vendor shall be to return the applicable Deposit, without interest, costs or compensation.
36. The Vendor shall not be bound to sell any of the Property until it is authorized by the Court to accept and enter into an Approved Sale Agreement. The Vendor reserves the right to enter into one or more agreements to sell any or all of the Property at any time and to withdraw any or all of the Property from the sale.

APPENDIX L

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT made the [REDACTED] day of [REDACTED] 2014.

BETWEEN:

MARTIN ROSS GROUP INC.

A corporation amalgamated pursuant to the laws of the Province of Ontario

(the "Vendor")

and



(the "Purchaser")

RECITALS:

- A. The Vendor is a corporation amalgamated pursuant to the laws of the Province of Ontario and is a manufacturer and wholesaler of fine jewelry.
- B. The Vendor sought and obtained on August 7, 2014 protection pursuant to the provisions of the Companies' Creditors Arrangement Act. Pursuant to the Initial Order made on August 7, 2014, Collins Barrow Toronto Limited was appointed as the monitor of the Vendor (the "Monitor").
- C. Pursuant to the Marketing Order, the Court approved the sale process proposed by the Vendor for the sale of certain assets.
- D. The Vendor desires to sell and the Purchaser desires to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.



FOR VALUE RECEIVED, the Parties agree as follows:


SECTION 1 - INTERPRETATION

1.1 Definitions

In this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- (a) "Acceptance Date" means the day on which this Agreement is executed by both parties hereto;
- (b) "Agreement" means this Agreement of Purchase and Sale;

- (c) **"Applicable Laws"** means, with respect to any person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Person, property, transaction or event;
- (d) **"Approval and Vesting Order"** has the meaning set out in Section 4.3(a);
- (e) **"Assets"** means the right, title and interest of the Debtor in and to the assets described in Schedule "A";
- (f) **"Assignment of Leases"** means an Assignment by the Vendor without any warranties, representations and on a non-recourse basis and an Assumption by the Purchaser of the Leases, for the Lease(s) that the Purchaser elects in writing to assume;
- (g) **"Assumed Encumbrances"** means the encumbrances set out in Schedule "B" to this Agreement being assumed by the Purchaser on Closing;
- (h) **"Business Day"** means a day on which banks are open for business in the City of Toronto but does not include a Saturday, Sunday, or statutory holiday in the Province of Ontario;
- (i) **"CIM"** means the confidential information memorandum prepared by the Vendor and/or the Monitor;
- (j) **"Claim"** means any claim, demand, action, cause of action, damage, loss, cost, liability or expense, including reasonable professional fees and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- (k) **"Closing"** means the successful completion of the Transaction;
- (l) **"Closing Date"** means the earlier of  or 5 business days after the granting of the Approval and Vesting Order and subject to Section 4.5, and in no event later than ;
- (m) **"Conditions of Sale"** means the conditions of sale approved pursuant to the Marketing Order;
- (n) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (o) **"Encumbrance"** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), claim, title retention agreement or arrangement, restrictive covenant, rights of way, easements, encroachments, reserves, or other encumbrance of any nature or any other arrangement or condition which, in substance, secures payment or performance of an obligation;
- (p) **"Environmental Laws"** means all Applicable Laws concerning pollution or protection of the natural environment or otherwise relating to the environment or health or safety matters, including Applicable Laws pertaining to (i) reporting, licensing, permitting, investigating and remediating the presence of Hazardous Materials, and (ii) the storage, generation, use, handling, manufacture, processing, transportation, treatment, release and disposal of Hazardous Materials;
- (q) **"ETA"** means the Excise Tax Act (Canada);

- (r) **"Government Authority"** means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Assets being purchased pursuant to the Agreement, the transaction contemplated in this Agreement or one or both of the parties and shall include a board, commission, courts, bureau, agency or any quasi-governmental or private body exercising any regulatory authority including an association of insurance underwriters;
- (s) **"Hazardous Materials"** means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health or safety matters;
- (t) **"HST"** means all goods and services taxes and harmonized sales tax payable under the ETA;
- (u) **"Initial Order"** means the order set out in recital B herein appointing Collins Barrow Toronto Limited, as Monitor of the Company;
- (v) **"Leases"** means all subsisting offers to lease, agreements to lease, leases, and renewals of leases;
- (w) **"Marketing Order"** means the Order of the Court dated September 11, 2014 authorizing the Company and the Monitor to market and sell the Assets;
- (x) **"Monitor"** is Collins Barrow Toronto Limited appointed pursuant the provisions of the Initial Order;
- (y) **"Parties"** means the Vendor, the Purchaser and any other Person who may become a party to this Agreement. "Party" means any one of the foregoing;
- (z) **"Person"** means an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity;
- (aa) **"Project Documents"** means, the documents made available to the Purchaser including, the CIM;
- (bb) **"Purchase Price"** shall have the meaning ascribed to it in Section 2.4. For greater certainty, the Purchase Price shall be exclusive of Transfer Taxes and any other taxes payable as a result of or in connection with the Transaction;
- (cc) **"Purchased Assets"** means the Assets subject to this Agreement;
- (dd) **"Purchaser"** ;

- (ee) **"Release"** means, in addition to the meaning given to it under any applicable Environmental Laws, any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit spraying, burial, abandonment, incineration, seepage or placement of any Hazardous Materials;
- (ff) **"Time of Closing"** means 2.00 p.m. (EDT) on the Closing Date or such other time on the Closing Date as the Parties may mutually agree;
- (gg) **"Transaction"** means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;
- (hh) **"Transfer Taxes"** means all HST, Land Transfer Tax, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated and by whomever levied together with interest, penalties and additional amounts imposed with respect thereto; and
- (ii) **"Vendor"** means Martin Ross Group Inc..

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof.

1.3 Extended Meanings

Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings.

1.4 Schedules

The following Schedules are incorporated in and form part of this Agreement;

Schedule "A"	Purchased Assets
Schedule "B"	Assumed Encumbrances
Schedule "C"	Form of Approval and Vesting Order

SECTION 2 — SALE AND PURCHASE AND ASSIGNMENT

2.1 Sale and Purchase of Assets

Subject to the terms and conditions hereof, the Vendor, exercising the powers of sale granted in the Approval and Vesting Order, shall sell to the Purchaser, and the Purchaser shall purchase, the Purchased Assets on the Closing Date. The Purchaser acknowledges that it is not purchasing any other property or assets of the Debtor other than the Purchased Assets.

2.2 "As is, Where is"

The Purchaser acknowledges and agrees that:

- (a) It had access to the CIM and any other information and documentation provided by the Vendor or the Monitor or at its request by the Vendor or the Monitor and that same has been made available for informational and convenience purposes only and do not constitute any express, or implied representation or warranty by the Vendor or the Monitor, or any other representative of the Vendor or the Monitor to the Purchaser as to the contents thereof, the completeness and accuracy thereof, or otherwise and although believed to be correct, if any misstatement, error or omission is found in the particulars thereof, the Purchaser shall not be entitled to any abatement, damages, reimbursement, in respect thereof. Without limiting the generality of the foregoing, in respect of any financial data, forecasts, and any like material provided by the Vendor, the Monitor and/or described in the CIM (collectively, "**Forward Looking Information**"), it is acknowledged by the Purchaser that (i) there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and plans, (ii) the Purchaser is familiar with such uncertainties, (iii) the Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of any Forward Looking Information (including the reasonableness of any underlying assumptions), and (iv) the Purchaser will have no claim against the Vendor or the Monitor, or any other parties in respect of any Forward Looking Information;
- (b) It has inspected the Assets and that it is relying entirely upon its own investigations and inspections in proceeding with this transaction and has relied solely upon its own judgment therefrom and not in reliance on any information, including the Forward Looking Information provided by the Vendor or the Monitor, or any other person or entities on behalf of or at the direction of the Vendor or the Monitor;
- (c) The Purchased Assets are being purchased, accepted and assumed by the Purchaser "As Is, Where Is". The term "As Is, Where Is" means in its condition or state on the date of this Agreement and Closing and without any agreement, representation or warranty, statutory or otherwise as to the suitability of the Purchased Assets, the existence of patent and latent defects and the quality of the Purchased Assets, compliance with Applicable Laws and Environmental Laws (including any environmental condition thereof arising as a result of the presence of Hazardous Materials or the Release thereof) and subject to the Permitted Encumbrances;
- (d) The Vendor and the Monitor make no representation or warranties with respect to the physical condition or any other aspect of the Purchased Assets, the Forward Looking Information, or any other aspect of the transaction contemplated by this Agreement including the presence of Hazardous Materials;
- (e) As part of its agreement to purchase and accept the Purchased Assets on an "As Is, Where Is" basis, and not as a limitation on such agreement, the Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights the Purchaser might have against the Vendor and the Monitor regarding any form of warranty, express or implied, of any kind or type, (including all applicable statutory warranties), such waiver is absolute, complete, total and unlimited in every way. Such waiver includes, but is not limited to, a waiver of express warranties, implied warranties, warranties of fitness for a particular use or purpose, warranties of merchantability, warranties of occupancy, all applicable statutory warranties, strict liability rights, and claims of every kind and type, including, but not limited to, claims regarding defects which might have been discoverable, claims regarding defects which were not or are not discoverable, product liability claims, product liability type claims, and all other extent or later created or conceived of strict liability or strict liability type claims and rights. The Purchaser acknowledges to the Vendor and the Monitor that the Purchaser has inspected the Purchased Assets and that the Vendor is selling the Purchased Assets on an "as is, where is" basis with all faults known,

or unknown, as they shall exist as of the date of execution of this Agreement, or on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor and the Monitor do not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to any matter including, title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, environmental condition, Environmental Laws, zoning, permitted uses, permits, compliance with Applicable Laws of the Governmental Authorities, threatened claims, litigation, or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the Sale of Goods Act (Ontario) or similar legislation do not apply hereto and are hereby waived by the Purchaser. The description of the Purchased Assets contained in the Schedules hereto, and in any marketing material is for the purpose of identification only. No representation, warranty or condition has or will be given by the Vendor or the Monitor concerning completeness or the accuracy of such descriptions. The Purchaser acknowledges that it has relied entirely upon its own inspections and investigations with respect to the purchase of the Purchased Assets including the quantity, quality and value thereof. The information contained in the description of the Purchased Assets in any marketing material, and any like material delivered or made available by the Vendor or the Monitor, agents or any other party on their behalf to the Purchaser or its representatives are believed to be correct, but if any misstatement, error, inaccuracy or omission (collectively the 'Inaccuracies') is found in the particulars thereof the Purchaser shall not be entitled to any abatement, damages, reimbursement, costs or to termination of this Agreement as a result thereof and the Purchaser hereby releases the Vendor and the Monitor from any claims, damages, suits, costs, etc., the Purchaser had, has or may have as a result of such Inaccuracies.

2.3 Assumed Encumbrances

The Purchaser acknowledges that the Vendor is selling the Purchased Assets subject to the Assumed Encumbrances and that the Vendor undertakes no obligation to discharge such Assumed Encumbrances on the Closing or thereafter.

2.4 Purchase Price

The Purchase Price for the Purchased Assets shall be the sum of ~~\$\$\$~~ (\$~~---~~). The Purchase Price shall be payable to Collins Barrow Toronto Limited, Monitor re Marlin Ross Group Inc.

2.5 Taxes

In addition to the Purchase Price, the Purchaser shall pay all applicable Transfer Taxes exigible in connection with the purchase and sale of the Purchased Assets, including, without limitation, HST.

The Purchaser will be a HST registrant under the ETA on or before the Closing Date and will provide its registration number to the Vendor on or before the Closing Date.

If part or all of the said transaction is subject to HST and:

- (i) the Vendor is a non-resident of Canada or the Vendor would be a non-resident of Canada but for Subsection 132(2) of the ETA; and/or

(ii) the Purchaser is a "prescribed recipient" under the ETA and/or is registered under the ETA, then the Purchaser shall deliver, prior to Closing, its certificate in form prescribed by the Act or, if no such form is prescribed, then in reasonable form, certifying that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Governmental Authority all HST payable in respect of the transaction contemplated hereunder. If sub-paragraph (a) (ii) above is applicable, then the Purchaser's certificate shall also include certification of the Purchaser's prescription and/or registration as the case may be, and the Purchaser's HST registration number. If the Purchaser shall fail to deliver its certificate, then the Purchaser shall tender to the Vendor at Closing, in addition to the balance due on Closing, an amount equal to the HST that the Vendor shall be obligated to collect and remit in connection with the said transaction.

The Purchaser hereby indemnifies and holds the Vendor and the Monitor harmless from and against any liability for Transfer Taxes, including, without limitation, HST arising out of any failure to pay such taxes as and when due, together with all interest, penalties and expenses resulting from such failure.

2.6 Inspections

The Vendor will permit the Purchaser, its consultants, agents and representatives to carry out, at the Purchaser's sole expense and risk, such tests and investigations and inspections as the Purchaser, acting reasonably, may deem necessary with respect to the Assets, provided that no invasive testing shall be conducted in or under the premises where the assets are located and any other invasive testing shall require the Vendor's written approval prior to such testing and:

- (a) the Purchaser shall provide at least two Business Days' Notice to the Vendor of any such tests and inspections and the Vendor will be entitled to have a representative present during all such tests and inspections;
- (b) any damage to the Property caused by such tests and inspections will be promptly repaired by the Purchaser and the Purchaser will indemnify and save the Vendor harmless from all losses, costs, claims, third party actions, damages and expenses which the Vendor may suffer directly as a result of the said tests and inspections or any other breach of this Section by the Purchaser; and
- (c) prior to entering the Property to conduct the Purchaser's tests and investigations, the Purchaser shall deliver (or shall cause its representatives completing the Purchaser's investigations on its behalf to deliver) to the Vendor evidence of liability insurance coverage for at least \$2,000,000 from an insurer acceptable to the Vendor.

SECTION 3 — REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Representations

The Purchaser represents and warrants to the Vendor that:

- (a) the Purchaser is a corporation duly incorporated, organized and subsisting under the laws of Ontario;
- (b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the transactions contemplated have been duly

authorized by all necessary corporate action on the part of the Purchaser;

- (c) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained herein;
- (d) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Purchaser to enter into this Agreement or to consummate the transactions contemplated and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success;
- (e) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as at the Time of Closing, duly and validly executed and delivered by the Purchaser and constitute or will, as at the Time of Closing, constitute legal, valid and binding obligations of the Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof;
- (f) the Purchaser is not a non-Canadian person as defined in the Investment Canada Act; and
- (g) the Purchaser is registered or will be registered on Closing under Part IX of the ETA.

3.2 Vendor's Representations

The Vendor represents and warrants to the Purchaser as follows:

- (a) the Vendor has the right to enter into this Agreement and to complete the Transaction, subject to the granting of the Approval and Vesting Order;
- (b) the Vendor is not a non-resident of Canada for purposes of Section 116 of the *Income Tax Act* (Canada).

SECTION 4—CONDITIONS AND TITLE

4.1 Conditions - Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following condition precedent being fulfilled or performed at or prior to the Time of Closing:

- (a) the Vendor shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date;

The foregoing condition is for the exclusive benefit of the Purchaser. Such condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

4.2 Conditions — 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 as of the Closing Date with the same effect as though made on and as of that date;
- (b) the Purchaser shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date;
- (c) no action or proceedings shall be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement; and
- (d) the Vendor shall not have lost possession or control of the Purchased Assets or any part thereof.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition may be waived by the Vendor in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing.

4.3 Approval and Vesting Order

The obligations of the Vendor and the Purchaser are subject to the conditions that:

- (a) the Approval & Vesting Order shall have been obtained, the terms of the Approval & Vesting Order shall not differ materially from the form of Order at Schedule "C" (the "**Approval & Vesting Order**"), and such Order shall not have been stayed, reversed or dismissed, and shall vest in the Purchaser all the right, title and interest of the Vendor in the Purchased Assets free and clear of any and all liabilities and encumbrances except for the Assumed Encumbrances; and
- (b) no order shall have been issued which restrains or prohibits the completion of the Transaction.

The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser.

4.4 Non-Satisfaction of Conditions

If any condition set out in this Section 4 is not satisfied or performed prior to the time specified therefore, the party for whose benefit the condition is inserted may

- (a) waive compliance with the condition in whole or in part in its sole discretion by written notice to the other party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
- (b) elect on written notice to the other party to terminate this Agreement before Closing.

4.5 Title Examination

SECTION 5—CLOSING

5.1 Closing

The completion of the Transaction shall take place on the Closing Date at the Time of Closing or as otherwise determined by mutual agreement of the Parties in writing.

5.2 Purchaser's Deliveries on Closing

At or before the Time of Closing, the Purchaser shall execute or deliver as applicable, to the Vendor the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:

- (a) payment of the Purchase Price;
- (b) a certificate, dated the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- (c) an acknowledgement dated the Closing Date, that each of the conditions precedent in Section 4.1 of this Agreement have been fulfilled, performed or waived as of the Closing Date;
- (d) an Assignment and Assumption of Leases, if applicable;
- (e) an assumption of the Assumed Encumbrances;
- (f) a certificate of the Purchaser executed by a senior officer of the Purchaser confirming that the Purchaser (or such permitted assignee of the Purchaser) is purchasing the Purchased Assets on its own account and not as agent, trustee or nominee for any other Person and that it is a registrant for HST purposes under the ETA as at the Closing Date and setting out the registration number of the Purchaser for HST purposes;
- (g) an undertaking of the Purchaser to remit to the Receiver General for Canada on a timely basis, to the extent required under the ETA, any HST exigible in connection with the transactions contemplated by this Agreement and to indemnify and hold the Vendor harmless from and against any and all Claims that may be suffered or incurred by the Vendor arising from or in respect of the Purchaser's failure to register for the purposes of the HST or to perform its obligations under the ETA in connection with the completion of the transactions contemplated by this Agreement;
- (h) certified copy of a resolution of the board of directors of the Purchaser authorizing the execution of this Agreement and performance of each of the Purchaser's obligations hereunder;
- (i) a certificate of status and certified copy of the Articles of Incorporation of the Purchaser;
- (j) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement; and,
- (k) a corporate opinion letter from the solicitor of the Purchaser in a form satisfactory to the Vendor.

5.3 Vendor's Deliveries on Closing

At the time of Closing the Vendor shall execute and deliver to the Purchaser the following, each of

which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) Notarial copy of the Approval and Vesting Order;
- (b) an acknowledgement dated the Closing Date, that each of the conditions precedent in Section 4.2 of this Agreement have been fulfilled, performed or waived as of the Closing Date;
- (c) an Assignment and Assumption of Leases, if applicable; and
- (d) such other documents as may be reasonably requested by the Purchaser's solicitors to give effect to this Agreement.

5.4 Purchaser's Acknowledgement

The Purchaser acknowledges that the Vendor is selling its rights, title and interests in and to the Purchased Assets pursuant to the Approval and Vesting Order. The Purchaser agrees to purchase and accept the Vendor's rights, title and interests in and to the Purchased Assets pursuant to and in accordance with the terms of this Agreement, the Terms and Conditions of Sale and the Approval and Vesting Order.

5.5 Possession of Purchased Assets

On Closing, the Purchaser shall take possession of the Purchased Assets where situate at the Time of Closing. In no event shall the Purchased Assets be sold, assigned, transferred or set over to the Purchaser until the conditions set out in the Approval and Vesting Order have been satisfied and the Purchaser has satisfied all delivery requirements outlined in Section 5.2.

5.6 Risk

The Purchased Assets shall be and remain at the risk of the Vendor until Closing and at the risk of the Purchaser from and after Closing.

5.7 Termination

If either the Vendor or the Purchaser validly terminates this Agreement pursuant to the provisions of Section 4.4,

- (a) all the obligations of both the Vendor and Purchaser pursuant to this Agreement shall be at an end except as set out in this Agreement; and
- (b) neither party shall have any right to specific performance or other remedy against, or any right to recover damages or expenses from, the other.

5.8 Breach by Purchaser

If all of the conditions contained in Section 4.1 have been complied with, or waived by the Purchaser and 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 addition, the Purchaser shall pay to the Vendor, on demand, the deficiency, if any, arising upon such resale (after deducting the expenses of resale) together with interest and all other damages or charges occasioned by or resulting from

the default by the Purchaser.

SECTION 6 - GENERAL

6.1 Further Assurances

Each of the Parties shall, from time to time after the Closing Date, at the request and expense of the other, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such documents and further assurances as may be reasonably necessary to give effect to this Agreement.

6.2 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered personally or transmitted by fax, addressed:

in the case of the Purchaser, as follows:

Attention:
Telephone No:
Fax No.
Email

and in the case of the Vendor, as follows:

Martin Ross Group Inc.
250 Canarctic Drive
Toronto, Ontario
M3J 2P4

Attention: Morris Robinson
Fax No.:
Email:

With a copy to:

Collins Barrow Toronto Limited, Court-Appointed
Monitor of Martin Ross Group Inc.
11 King Street West
Suite 700, PO Box 27
Toronto ON M5H 4C7

Attention: Eric Corrado, CPA, CA
Fax No.: 416-480-2646

Email: ejcorrado@collinsbarrow.com

Any such notice or other communication, if given by personal delivery, will be deemed to have been given on the day of actual delivery thereof and, if *transmitted by fax* before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on that Business Day, and if transmitted by fax after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

6.3 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors.

6.4 Currency

Except where otherwise indicated, all references herein to money amounts are in Canadian currency.

6.5 Survival

The representations and warranties of the Parties hereto contained in this Agreement shall survive Closing.

6.6 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, provided that the Purchaser shall not assign the benefit of this Agreement without the prior written consent of the Vendor.

6.7 Entire Agreement

This Agreement and the attached Schedules constitute the entire agreement between the Parties with respect to the subject matter and supersede all prior negotiations, understandings and agreements provided, however, that the Conditions of Sale continue to bind the Parties. This Agreement may not be amended or modified in any respect except by written instrument executed by the Parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing duly executed by the Party to be bound thereby. Subject to the Approval & Vesting Order being issued by the Court, this Agreement is intended to create binding obligations on the part of the Vendor as set forth herein and on acceptance by the Purchaser, is intended to create binding obligations on the part of the Purchaser, as set out herein.

6.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

6.9 Severability

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision's validity or enforceability in any other jurisdiction.

6.10 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 and each of the Parties irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

6.11 Commission

The Purchaser acknowledges that there are no agent or broker fees or other commissions payable by the Vendor on the Purchase Price or otherwise in connection with the Transaction, and the Purchaser agrees to indemnify the Vendor against any claim for compensation or commission by any third party or agent retained by the Purchaser in connection with, or in contemplation of, the Transaction.

6.12 Certain Words

In this Agreement, the words "third party" means any Person who is not a Party.

6.13 Statutory References

All references to any statute is to that statute or regulation as now enacted or as may from time to time be amended, re-enacted or replaced and includes all regulations made thereunder, unless something in the subject matter or context is inconsistent therewith or unless expressly provided otherwise in this Agreement.

6.14 Actions to be Performed on a Business Day

Whenever this Agreement provides for or contemplates that a covenant or obligation is to be performed, or a condition is to be satisfied or waived on a day which is not a Business Day, such covenant or obligation shall be required to be performed, and such condition shall be required to be satisfied or waived on the next Business Day following such day.

6.15 Strict Construction

Each party to this Agreement hereto acknowledges that it and its legal counsel have reviewed and participated in settling the terms of this Agreement and the parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

6.16 Monitor

Notwithstanding any other term in this Agreement, the Parties acknowledge that notwithstanding that the Monitor is not a party to this Agreement, the Monitor shall be entitled to rely on the representations, warranties, covenants, acknowledgements and other terms of this Agreement as if it were a signatory thereto.

6.17 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

6.18 Assignment

The Vendor acknowledges that the Purchaser has the right, and is permitted, provided it is not in breach and or in default of, its obligations hereunder, on five (5) Business Days prior written notice to the Vendor, to assign this Agreement and all the benefits contained herein, or the rights under this Agreement, to an affiliated entity only, subject to the assignee entering into an assumption agreement with the Vendor assuming the within Agreement.

The Parties have executed this Agreement by their duly authorized officers.

MARTIN ROSS GROUP INC.

Per: _____
Name:
Title:



Per: _____
Name:
Title:

Schedule A

Purchased Assets

The Purchased Assets consist of:

11/20/2016 10:10:10 AM

DRAFT

APPENDIX M



Collins Barrow

Collins Barrow Toronto Limited
Collins Barrow Place
11 King Street West
Suite 700, Box 27
Toronto, Ontario
M5H 4C7 Canada

T. 416.480.0160
F. 416.480.2648

www.collinsbarrow.com

August 12, 2014

To: The Creditors of Martin Ross Group Inc. ("MRG")

Please be advised that on August 7, 2014, MRG sought and obtained from the Ontario Superior Court of Justice (the "Court") an initial order (the "Initial Order") under the *Companies' Creditors Arrangement Act* ("CCAA"). Pursuant to the Initial Order and the CCAA, Collins Barrow Toronto Limited was appointed as the monitor, an officer of the Court (the "Monitor"), to monitor the business and financial affairs of MRG. A copy of the Initial Order, Application Record as well as other publicly available documents can be found at the Monitor's website at:

<http://www.collinsbarrow.com/en/toronto-ontario/martin-ross-group>

At present, creditors are not required to file proofs of claim. The Monitor will provide you with further information in due course on any claims procedure that may be approved by the Court. However, creditors are encouraged to forward to MRG any outstanding invoices and current statements of account which will assist in expediting any claims procedure.

Should you have any questions or require further information, please do not hesitate to contact Mr. Eric Corrado of our office at 647-727-3659 or ejcorrado@collinsbarrow.com, or the undersigned.

Yours truly,

COLLINS BARROW TORONTO LIMITED

In its capacity as Court-Appointed Monitor
of Martin Ross Group Inc. and not in its personal capacity

Per: Daniel Weisz, CPA, CA, CIRP
Senior Vice-President

APPENDIX N

- Creditor Mailing List -

Creditor Type	Name	Attention	Address	Claim \$
Secured	Dell Financial Services Canada Limited		155 Gordon Baker Road, Suite 501 North York ON M2H 3N5	21,000.00
	RP Holdings Inc.		150 Signet Drive North York ON M9L 1T7	3,400,000.00
	Sherfam Inc.		150 Signet Drive North York ON M9L 1T7	2,783.47
	Sherfam Inc.*		150 Signet Drive North York ON M9L 1T7	2,303,643.00
Unsecured	1068223 Alberta Ltd.		11248-170 Street Edmonton AB T5S 2X1	3,780.00
	407 ETR - Express Toll Route		P.O. Box 407, Scarborough ON M1R 5J8	172.19
	AAA Express Parcels Inc.		34 Sullivan St. Toronto ON M5T 1B9	160.00
	Acuren Group Inc.		c/o Lockbox #310230, P.O. Box 578, Stn. "M" Calgary AB T2P 2J2	197.75
	Alphachem Limited		2485 Milltower Court Mississauga ON L5N 5Z6	1,593.24
	Aprile Florist		2883 Keele Street North York ON M3M 2G9	152.55
	Asian Star Co. Ltd.*		551 Fifth Avenue New York NY 10176 USA	160,037.20
	ASJAD Diamond Consultants Inc.		221 Victoria Street, #320 Toronto ON M5B 1V4	90.40
	Assay Office Birmingham***		P.O. Box 151, Newhall St., Birmingham B3 1SB UK	36.80
	Aviv Plumbing		25 Grenadier Crescent Thornhill ON L4J 7V8	163.85
	Bell Canada		P.O. Box 9000 North York ON M3C 2X7	415.29
	BFI Canada Inc.		650 Creditstone Road Concord ON L4K 5C8	2,760.35
	Brinks Canada Limited		C/O TX4014C, P.O. Box 4590, Stn. "A" Toronto ON M5W 7B1	7,370.36
	Business Computer Sys. Inc.*		3100 E. Foothill Blvd Pasadena CA 91107 USA	577.50
	Canadian Gemological Laboratory		510-409 Granville Street Vancouver BC V6C 1T2	9,423.75
	Canpar		500-1290 Central Parkway West Mississauga ON L5C 4R9	513.36
	CBS Outdoor Canada		377 Horner Avenue Toronto ON M8W 1Z6	35,854.50
	CIBC Visa		P.O. Box 4595, Stn. "A" Toronto ON M5W 4X9	5,730.92
	Commerce Technologies, Inc.*		P.O. Box 15291, Station A Toronto ON M5W 1C1	72.00
	Commport Communications		5 Scanlon Court Aurora ON L4G 7B2	226.00
	Crieri SRL**		Napoli Str. 10-15048 Valenza (AL) Italy	47,127.06
	Desjardins Card Services		FCDQ Montreal QC H3C 3V2	74.47
	Diamond House Inc.*		589 Fifth Avenue New York NY 10017 USA	43,938.60

- Creditor Mailing List -

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Disons Gems, Inc.*		415 Madison Avenue New York NY 10017 USA	231,459.55
	E.E. Plating Consulting		55 Bayhampton Crescent Thornhill ON L4J 7H2	293.80
	Emby International Inc.*		592 Fifth Avenue, 11 Floor New York NY 10036 USA	47,978.85
	Enbridge Gas Distribution		P.O. Box 644 Scarborough ON M1K 5H1	604.19
	European Design Jewellery Ltd.		21 Dundas Square, # 510 Toronto ON M5B 1B7	3,552.69
	Evvan Importers Inc.*		15 West 47th Street, Suite 403 New York NY 10036-3376 USA	5,278.92
	Federal Express Canada Ltd.		P.O. Box 4626 Toronto ON M5W 5B4	2,392.42
	Federal Express Ltd.*		P.O. Box 4626, Toronto Stn. "A" Toronto ON M5W 5B4	104.84
	Gem Scan Laboratories Inc.*		27 Queen St. East Toronto ON M5C 2M6	4,161.79
	Gem Star Inc.*		1111A Finch Avenue West Toronto ON M3J 2P7	2,962.50
	Gemscan International Inc.		27 Queen Street, East Toronto ON M5C 2M6	2,196.72
	Georgian College		One Georgian Drive, Room C259 Barrie ON L4M 3X9	1,500.00
	Gesswein Canada		317 Attwell Drive Rexdale ON M9W 5C1	1,519.23
	Grand Central Jewellery Ltd.*		Room 1511, 15/F Austin Tower, Tsimshatsui, Kowloon Hong Kong	4,739.07
	Guardian Ind'l Supply Group		777 Alness Street Downsview ON M3J 2H8	585.34
	Gunther Mele Limited		30 Craig Street Brantford ON N3R 7J1	34,273.28
	H D Group*		Unit A1 Worton Drive, Reading RG2 0TG, UK	14,498.57
	H.K. Designs (India)*		Unit #113, SDF IV., Seepz-Sez, Andheri (East) 400 096 Mumbai India	7,302.00
	H.W. Hollinger (Canada) Inc.		550, Rue Sherbrooke O., Suite 2070, Tour Ouest Montréal QC H3A 1B9	1,461.69
	HCH Lazerman Inc.		278 Bathurst Street Toronto ON M5T 2S3	675.56
	Imperial Coffee Services Inc.		12 Kodiak Crescent North York ON M3J 3G5	945.77
	Imperial Smelting & Refining		451 Denison Street Markham ON L3R 1B7	1,451.96
	Jacoby Enterprise LLC*		1615-54th Street Brooklyn NY 11204 USA	12,250.27
	Jay Gems Inc.*		590 Fifth Avenue, Suite # 1801 New York NY 10036 USA	22,920.50
	Jay's Jewellery		44-31 Tapscott Road Scarborough ON M1B 4Y7	45.20
	Jayden Star LLC*		385 Fifth Avenue New York NY 10016 USA	64.50
	Jerry Gil & Co. Ltd.*		20 East 46Th Street, 11th Floor New York NY 10017 USA	1,722.25

- Creditor Mailing List -

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	JPI Limited*		Unit 606A, Tower 2, Harbour Centre, Kowloon Hong Kong	391,321.22
	L.M. Clark Customs Broker Ltd.		1804 Alstep Drive Mississauga ON L5S 1W1	7,719.76
	Leach-Garner*		3794 Collections Center Drive Chicago IL 60693 USA	17,073.68
	Lotus Colors Inc.*		62 West 47th Street New York NY 10036 USA	2,278.00
	M-C Gems Limited		27 Queen Street East, Toronto ON M5C 2M6	1,221.82
	Malca-Amit Canada		27 Queen Street East Toronto ON M5C 2M6	25.00
	Marketing Alternatives Ltd.		1 Benvenuto Pl Toronto ON M4V 2L1	22,600.00
	Midas Jewellery		27 Queen Street East Toronto ON M5C 2M6	0.01
	Minuteman Press		306 Dolomite Drive Downsview ON M3J 2N2	370.42
	Mornmark Print Productions Inc.		6-563 Edward Avenue Richmond Hill ON L4C 9W7	28,806.08
	MTS Allstream		P.O. Box 5300, Station Main Winnipeg MB R3C 0C1	1,213.66
	Network Repairs CA		4-30 Intermodal Drive Brampton ON L6T 5K1	254.25
	Newsmith, Inc.*		2006 New Garden Road Greensboro NC 27410 USA	800.00
	Office Central		498 Markland St., Bldg. 7 Markham ON L6C 1Z6	901.92
	Orkin Canada		5840 Falbourne St. Mississauga ON L5R 4B5	290.98
	Oro Chains (PTY) Ltd.*		Oro Chain Divission, Viaeberg 8018 South Africa	1,574.84
	Pause Productions Inc.		2552 Bristol Circle Oakville ON L6H 5S1	589.01
	Persona Limited*		Unit 606A, Tower 2, Harbour Centre, Hungom Kowloon Hong Kong	293,448.68
	Praxair Canada Inc.		P.O. Box 400, Station D Scarborough ON M1R 5M1	540.28
	Pro Green Irrigation		1069 Vice Regent Place Newmarket ON L3X 1N2	84.75
	Publishing Events Ltd.***		2nd Floor, Chapel House, 18 Hatton Place, London EC1N 8RU, UK	312.50
	Purolator Courier Ltd.		P.O. Box 1100 Etobicoke ON M9C 5K2	1,132.20
	Remy Sales		221 Victoria Street, Suite 203 Toronto ON M5B 1V4	1,474.65
	Rogers		P.O. Box 9100 Don Mills ON M3C 3P9	48.87
	Roy Turk/Cardinal Maintenance		106 Vulcan Street Etobicoke ON M9W 1L2	925.00
	S. Vinodkumar USA, Inc.*		415 Madison Avenue New York NY 10017 USA	424,562.75
	Safety-Kleen Canada, Inc.		P.O. BOX 15221, STATION A Toronto ON M5W 1C1	1,472.19
	Seca Gems Ltd.*		3114 Boundary Road Burnaby BC V5M 4A2	94,097.55

- Creditor Mailing List -

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Sharp Electronics Of Can. Ltd.		335 Britannia Road East Mississauga ON L4Z 1W9	1,031.65
	Sharp Electronics Of Canada Ltd.		P.O. BOX 4094 Toronto ON M5W 3T1	2,023.94
	Sherfam Inc.		150 Signet Drive North York ON M9L 1T7	29,689,030.16
	Shivani Gems, Inc.*		589 Fifth Avenue New York NY 10017 USA	26,822.45
	Shred-it Canada Toronto		c/o T10265C Toronto ON M5W 0C9	142.80
	Siam Corundum		55 Queen St. East, Toronto ON M5C 1R6	90.40
	Sivambikai Aryharan****		7260 Torrisdale Lane Mississauga ON L5N 7Y9	1.00
	Sparkling Jewels USA*		576 5th Ave. Suite 805 New York NY 10036 USA	37,038.00
	SRN Techno Services Inc.*		55 West 47th Street, Suite 840 New York NY 10036 USA	852.21
	Star Asia, Inc.*		580 Fifth Avenue, Suite 3101 New York NY 10036 USA	62,201.10
	Star Rays N.Y. Inc.*		15 West 47th St., Suite 1108 New York NY 10036 USA	30,205.25
	Sunshine Diamonds LLC*		36 West 44th Street, Suite 1020 New York NY 10036 USA	16,546.20
	The Birmingham Assay Office***		P.O. Box 151, Newhall Street, Birmingham West B3 1SB UK	400.92
	The CMJ Ltd.***		25 Somers Road, Rugby, Warwickshire CV22 7DG UK	3,496.50
	Toronto Hydro Electric System		P.O. Box 4490, Station "A" Toronto ON M5W 4H3	6,921.76
	Transcontinental Tool Co.		21 Dundas Square, Toronto ON M5B 1B7	2,522.11
	TRC Networks		70 Connie Crescent, Vaughan ON L4K 1L6	209.05
	Uline Canada Corporation		BOX 3500 Mississauga ON L5M 0S8	749.89
	Unicore Precious Metals NJ, LLC*		3950 S Clinton Ave South Plainfield NJ 07080 USA	1,960,875.00
	United Precious Metal*		2781 Townline Road Alden NJ 14004 USA	11,757.16
	Unity Jewels*		Unit No: IT-2, SDF-7, Secp2, SEZ, Andheri (East) 400-096 Mumbai India	21,777.00
	V.C. Jewellery		38 Belvia Road Etobicoke ON M8W 3R3	483.08
	Z-Tech Advanced Technologies Inc.*		1870 S. Milliken Avenue Ontario CA 91761 USA	45.00

Legend

- * U.S. Dollars
- ** Euros
- *** Great Britain Pounds
- **** Contingent Liability

APPENDIX O

FINANCIAL POST

NATIONAL POST, THURSDAY, AUGUST 14, 2014

FRIES

King
w-fat
fries
s fizzle

Lower-fat french fries won't be sold anymore in most Burger King restaurants. About two-thirds of **Burger King Worldwide Inc.** stores in the U.S. and Canada are phasing out the fries, dubbed Satisfries in the U.S. and Gratifries in Canada. Still, 2,500 locations will continue to offer them as a permanent menu item, the company said. When they were first sold, Burger King said customers would deter-



mine how long Satisfries would stay on the menu. The fries, which are designed to absorb less oil, have been sold to more than 100 million people, the company said. Burger King introduced the lower-calorie fries in September as a way to help boost its health image. A small box of the crinkle-cut fries has 270 calories, 11 grams of fat and 300 milligrams of sodium. Regular french fries have 340 calories, 15 grams of fat and 480 milligrams of sodium. *Bloomberg News*

ENT

leaf's
nce
ig out



to in paragraph (2) or (3), you must do so within the time limited by any relevant rule of

ar concerning your interest in, or rights against, the estate.
sion for estate grant in Form P2 for a grant of administration, you may apply for an order
urly unless the applicant is the Public Guardian and Trustee. Filing a notice of dispute will
ore you are able to apply for the order requiring security.
ormation, an authorization to obtain resealing information or a grant may issue to the
escaled, on any date that is at least 21 days after the date on which this notice is delivered
by the court.

o information issues to the applicant, the applicant may apply for a grant without
o obtain resealing information issues to the applicant, the applicant may apply for the
t further notice to you.

applicant must provide, if there is a will, to the beneficiaries or, if there is no will, to intestate
unling as to how the estate was administered and how the estate assets were distributed,
as a result of the application, the intended applicant must provide, if there is a will, to the
intestate successors of the deceased, an accounting as to how the estate comprising the
plies was administered and how those assets were distributed.

in R. Elander of the law firm of Epp Gates Olen

and ordinarily lives
bove

vice is

o Gates Olen
25 4th Ave
ops, BC V2C 3N3

828-6097

Morgan R. Elander

Signature of MORGAN R. ELANDER

(X) lawyer for applicant, Bette Millicent Barst

311 2300 Yonge Street, Suite 1400
Toronto, Ontario M4P 1E4
(416) 785-6263
(416) 784-3025 fax

Ontario Superior Court of Justice
Court No. CV-14-10855-0062

Notice to Creditors of Martin Ross Group Inc.

Notice of CCAA Filing

NOTICE IS HEREBY GIVEN that on August 7,
2014, Martin Ross Group Inc. (the "Company")
sought and obtained from the Ontario Superior
Court of Justice (the "Court") an initial order (the
"Initial Order") under the Companies' Creditors
Arrangement Act (the "CCAA"). Pursuant to the
Initial Order and the CCAA, Collins Barrow Toronto
Limited was appointed as the monitor, an officer of
the Court (the "Monitor"), to monitor the business
and financial affairs of the Company.

A copy of the Initial Order, Application Record as
well as other publicly available documents can be
found at the Monitor's website at:

http://www.collinsbarrow.com/monitoring/initial_order
(Martin Ross Group)

Collins Barrow Toronto Limited
11 King Street West, Suite 700, PO Box 27
Toronto, ON M5H 4C7
Attn: Mr. Eric Corrado, CPA, CA
Telephone: (416) 727-3650
Facsimile: (416) 490-2046
E-mail: ecorrado@collinsbarrow.com

Collins Barrow

NATIONAL REPORT

PETRONAS STILL SHOPS B.C. LNG PROJECT

Petroleum Nasional Bhd., Malaysia's state oil company, reported a 47% gain in second-quarter profit as it benefited from increased production. Globally, the company is negotiating to sell as much as a 12% stake in its proposed liquefied natural gas facility in British Columbia and is seeking to sell some assets in Vietnam. Petronas is in talks with potential buyers from Japan and the Middle East over the stake in the Canadian gas project, chief executive Shamsul Azhar Abbas told reporters in Kuala

Chiefalo as head of product
for its Canadian exchange
traded-funds business, the
firm said on Wednesday, as
the iShares Canada unit faces
increased competition. Mr.

Mary Anne Wiley left as head
iShares Canada after its share
of the ETF business fell to 64%
at the end of May from 67%
at the end of 2013. Market
share at Bank of Montreal's
ETF unit, the No. 2 provider
in Canada, rose to 22% from
20% over the same period.
"BlackRock's commitment
to the iShares business in
Canada is not only firmly en-
trenched, but growing," Noel
Archard, head of BlackRock
Canada, said in a statement.
"I can think of no person
better able to influence that
growth than Pat." Mr. Chief-
alo was hired from National
Bank of Canada, where he
was director of derivatives
and structured products, ac-
cording to the statement. He
had a similar role previously
at Bank of America Merrill
Lynch. He starts his new post
Sept. 2. *Bloomberg News*

DIVIDEND

For advertising information call:
(416) 386-2811 or 1-800-668-6617 (toll free)
Fax (416) 386-2642

RUSSEL METALS INC. NOTICE OF DIVIDEND

NOTICE IS HEREBY GIVEN THAT
a dividend of Cdn\$0.38 per share on
the outstanding common shares of the
Company has been declared payable on
September 15, 2014 to shareholders of
record at the close of business on August
26, 2014.

DATED: August 12, 2014.

By Order of the Board

Sherril Mosser
Assistant Secretary

AT HIS FINGERTIPS

U.K. PM Cameron

says he can

U.K. Prime Minister David Cameron is using his **BlackBerry** smartphone to deflect criticism for going on holiday during a tense political period. After getting flak from MPs for taking a second summer vacation as extremist activity heightened



manage things should they need to be managed," Mr. Cameron said. Labour MP John Mann, however, hit back: "Government by BlackBerry is not any kind of Government," he said. Mr. Cameron is one of several world leaders who use BlackBerry devices, includ-

including different trusts, shapes and sizes.

"Over time, Dr. Oetker will transfer McCain pizza products over to the Dr. Oetker brand. Given its strong awareness and reputation for quality in the frozen pizza category, Dr. Oetker expects this will be a smooth transition," Ms. Watch said.

Food industry analyst Kevin Grier speculates phasing out the well-known household name might be a bad move.

He said McCain's frozen pizzas have garnered so much brand recognition among Canadians that Dr. Oetker would lose out by getting rid of it.

"When Maple Leaf took over Schneider, they kept the Schneider brand because of that brand equity," Mr. Grier said.

"There's probably a lot of detailed calculations that goes into figuring out the value of

RBC says if current rates rise, it anticipates home resales will fall 0.9% to 463,100 units next year following an increase of 2.1% in 2014, while it sees home prices increasing just 1.1% in 2015, compared with a jump of 4.3% this year. RBC describes those developments as a cooling not a crash in the housing market, which is supported by a variety of other factors, including steady immigration rates and a good employment outlook. *The Canadian Press*



BOMBARDIER INSIDER TO LEAD NEW UNIT

Bombardier Inc. has chosen a company veteran to head its new aerostructures and engineering division. The move reflects of our manufacturing activities makes him uniquely qualified to lead Bombardier's

PIZZA

Continued from Page FP1

"We're selling the business so that we can focus on other businesses we think have greater potential for growth," she said, noting recent investments in desserts, potato products and an Asian frozen foods brand, Wong Wing.

While pizza represents only a small portion of the company's North American business, McCain is keeping its Pizza Pockets business in Canada and its pizza businesses outside the continent. For its German competitor, the deal is seen as a great milestone.

"The McCain business is a perfect fit for us and furthers our strategic goal of establishing ourselves as leader in the Canadian frozen pizza market," said Richard Oetker, chairman of the company.

working under Dr. Oetker management.

McCain Foods has 30,000 employees worldwide, with 2,500 working in Grand Falls and other regions of New Brunswick.

"McCain is committed to its employees and Dr. Oetker's commitment to their continued employment was an important factor in the deci-

My inclination would be, yes, there's a lot of brand equity there

sion," McCain president and chief executive Dirk Van de Put said in a statement.

"We believe the transaction

Phone 905-568-3328 x 103
Fax 905-509-2238

Ontario Superior Court of Justice
Court No. CV-14-10655-002

Notice to Creditors of Martin Ross Group Inc.

Notice of CCAA Filing

WHERE IS HEREBY GIVEN that on August 7, 2014, Martin Ross Group Inc. (the "Company") sought and obtained from the Ontario Superior Court of Justice (the "Court") an initial order (the "Initial Order") under the Companies' Creditors Arrangement Act (the "CCAA"). Pursuant to the Initial Order and the CCAA, Collins Barrow Toronto Limited was appointed as the monitor, an officer of the Court (the "Monitor"), to monitor the business and financial affairs of the Company.

A copy of the Initial Order and the CCAA, as well as other publicly available documents can be found at the Monitor's website at:

<http://www.collinsbarrow.com/monitoring-reports>

Collins Barrow Toronto Limited
11 King Street West, Suite 700, PO Box 27
Toronto, ON M5H 4C7
Attn: Mr. Bob Connors, CPA, CA
Telephone: (416) 727-3658
Facsimile: (416) 469-2646
Email: bjconnors@collinsbarrow.com

Collins Barrow

IN THE MATTER OF THE

APPENDIX P

Collins Barrow Toronto Limited
Collins Barrow Place
11 King Street West
Suite 700, PO Box 27
Toronto, Ontario
M5H 4C7 Canada

T. 416.480.0160
F. 416.480.2646

www.collinsbarrow.com

To Martin Ross Group Inc.
250 Canarctic Drive
Toronto, Ontario
M3J 2N7

Attention: Mr. Cameron Gillies, President

Date September 5, 2014

Client File 112096
Invoice 1
No. 6500094

GST/HST: 80784 1440 RT 0001

For professional services rendered with respect to the appointment of Collins Barrow Toronto Limited as Court-appointed Monitor pursuant to the Companies' Creditors Arrangement Act ("CCAA") of Martin Ross Group Inc. ("**Martin Ross**" or the "**Company**") for the period ending August 31, 2014.

Date	Professional	Description
07/28/2014	Weisz, Daniel	Prepare for and attend at the offices of Kronis, Rotsztain, Margles, Cappel LLP (" KRMC ") for meeting to discuss Company's proposed filing under the CCAA.
07/29/2014	Weisz, Daniel	Review emails; exchange emails with M. Robinson of the Company, B. Wong & M. Abramowitz of KRMC on status.
07/31/2014	Weisz, Daniel	Review documents sent; telephone call with M. Abramowitz on status; telephone call with J. Grauman of Sherfam Holdings Inc. (" Sherfam ") on status; review emails.
08/01/2014	Weisz, Daniel	Review draft consent and email to S. Wolpert of KRMC regarding same; review draft affidavit of C. Gillies of the Company and discuss same with S. Wolpert; telephone call with M. Robinson on status; review and execute revised consent and deliver same to KRMC; conference call with M. Abramowitz and S. Wolpert regarding cash flow statement and prepare suggested notes for consideration; review draft CCAA Order and provide comments to S. Wolpert.
08/05/2014	Corrado, Eric	Review data from A/P listings; email to D. Weisz with noted issues and questions for M. Robinson including vendors outside of North America and vendors with missing addresses; prepare draft sale process.
08/05/2014	Weisz, Daniel	Telephone call with M. Robinson regarding insurance and uncashed cheques and refer him to KRMC; discussion with M. Abramowitz; meet with E. Corrado regarding work to be done; preliminary review of application record.
08/06/2014	Weisz, Daniel	Discussion with B. Tannenbaum on status; review various emails; meet with E. Corrado to discuss the sale process; telephone call with M. Robinson regarding Libman division and refer him to KRMC; conference call with B. Tannenbaum and M. Robinson regarding status; telephone call with N. Levy of Canada Revenue Agency (" CRA ") regarding audit request and email to M. Robinson regarding same.

Date	Professional	Description
08/06/2014	Corrado, Eric	Draft sale process including marketing flyer, form of offer and confidentiality agreement.
08/07/2014	Weisz, Daniel	Prepare for and attend in Court regarding Company application for Initial Order; meet with E. Corrado to discuss sale process and things to be done; review email from M. Robinson regarding outstanding cheques and reply to same; review and update posting to website.
08/07/2014	Weisz, Daniel	Review email from M. Robinson and reply thereto; telephone call with M. Robinson regarding outstanding cheques; discussion with E. Corrado regarding posting of documents to the website.
08/07/2014	Weisz, Daniel	Review correspondence; telephone calls with M. Robinson regarding meeting with the Company with respect to monitoring requirements; telephone call with M. Robinson regarding proposed payments to be made by the Company; exchange emails with respect to same; discussion with E. Corrado regarding marketing package.
08/07/2014	Corrado, Eric	Draft sale process including Confidential Information Memorandum ("CIM"); draft newspaper advertisement for National Post.
08/07/2014	Tannenbaum, Bryan	Attend Court for application to appoint Monitor; discussions with counsel; discuss monitoring strategy with D. Weisz.
08/08/2014	Corrado, Eric	Provide information for website posting; review website posting; make updates to creditor mailing list per email from M. Robinson; review sale process package with D. Weisz and update; preparation of Form 1 to be filed.
08/08/2014	Weisz, Daniel	Review and update Form 1; prepare cover letter to the Office of the Superintendent of Bankruptcy enclosing Form 1; prepare cover letter enclosing application record and email; review and edit notice to creditors, newspaper notice and website posting; review various emails; telephone call with S. Wolpert regarding amount owing by the Company to Sherfam; email to S. Wolpert requesting information regarding Form 2.
08/08/2014	Weisz, Daniel	Discussion with E. Corrado on various matters.
08/11/2014	Corrado, Eric	Prepare Form 2.
08/11/2014	Corrado, Eric	Create newspaper notice and co-ordinate details with National Post; prepare notice to creditors and update creditor mailing list based on new information provided by the Company regarding secured creditors and change in unsecured creditors.
08/11/2014	Corrado, Eric	Meeting with M. Robinson and C. Gillies to discuss reporting requirements of the Monitor.
08/11/2014	Weisz, Daniel	Attend meeting at the Company with E. Corrado and meet with C. Gillies and M. Robinson to discuss reporting requirements of the Monitor; exchange correspondence and telephone discussion with the OSB regarding the sending of the application record; review summary of meeting and discuss with B. Tannenbaum; prepare amended Form 1 and finalize and forward to OSB; review advertisement for the National Post; review and update letter to creditors; review information regarding Sherfam claim; telephone call with S. Wolpert regarding status of Form 2; meet with E. Corrado to discuss list of creditors; review of documents; telephone call with M. Abramowitz regarding sale process documents.
08/12/2014	Corrado, Eric	Updates to newspaper notice and updates to creditor mailing list based on new invoices provided by the Company.

Date	Professional	Description
08/12/2014	Weisz, Daniel	Exchange emails with the OSB regarding information filed; review and update draft confidentiality agreement, form of offer and agreement of purchase and sale and forward to KRMC; preliminary review of fixed assets provided; discussion with E. Corrado on various matters.
08/13/2014	Corrado, Eric	Make changes to Form 2 based on correspondence with the Company and lawyers; updates to notice to creditors and updates to creditor mailing list based on new information provided by the Company.
08/13/2014	Weisz, Daniel	Review creditors list and cover letter and discussion with E. Corrado on same; review and update Form 2 and finalize; discussion with M. Abramowitz regarding sale process; email to M. Robinson regarding status of review of information provided regarding sale process.
08/14/2014	Corrado, Eric	Return telephone calls to Commport Communications and Mormark Print Productions regarding CCAA proceeding.
08/14/2014	Corrado, Eric	Draft first report of the Monitor.
08/14/2014	Corrado, Eric	Review changes requested by the Company to the creditor mailing list.
08/14/2014	Corrado, Eric	Review posting made to the Monitor's website regarding notice to creditors and creditor mailing list.
08/15/2014	Corrado, Eric	Prepare A/R stratification portion of sale process flyer.
08/18/2014	Corrado, Eric	Prepare and submit amended Form 2 to the OSB; draft first report of the Monitor.
08/18/2014	Weisz, Daniel	Discussions with M. Robinson and M. Abramowitz regarding proposed sale process.
08/18/2014	Tannenbaum, Bryan	Emails to Torkin Manes LLP (" Torkin Manes ") regarding independent counsel; telephone call to F. Sulley and forward her the Application Record, etc.
08/18/2014	Tannenbaum, Bryan	Receipt and review of emails regarding Omnicore Precious Metals.
08/19/2014	Weisz, Daniel	Review non-disclosure agreement form and forward comments to P. Resnick; forward to Company email received from Callidus Capital; review various emails; review final non-disclosure agreement, make final changes, sign and forward to the Company.
08/19/2014	Weisz, Daniel	Meet with E. Corrado to discuss monitoring of information, report to Court, update CIM.
08/19/2014	Corrado, Eric	Draft first report of the Monitor; review A/R reconciliation prepared by M. Robinson; update CIM.
08/20/2014	Weisz, Daniel	Review emails; reply to M. Robinson regarding enquiries being made to the Monitor; telephone call with Bridging Capital regarding its enquiry; reply to email from Reich Brothers; discussion with E. Corrado on his attendance at the Company tomorrow; review draft agreement of purchase and sale and form of offer and discuss comments with P. Resnick.
08/20/2014	Corrado, Eric	Draft first report of the Monitor; discussion with D. Weisz on Monitor's report and on agenda for meeting with M. Robinson; telephone calls with creditors and prospective purchasers.
08/21/2014	Weisz, Daniel	Telephone call with M. Robinson regarding potential interested party; telephone call with F. Sulley of Torkin Manes regarding status of CCAA proceedings; telephone call with M. Abramowitz regarding sale process and timetable; work on report to court; reply to email from the Company regarding transactions with a major customer and email F. Sulley on same;

Date	Professional	Description
		exchange emails with the Company regarding the sale process.
08/21/2014	Weisz, Daniel	Forward email from Bridging Capital to the Company; review email regarding a major customer from the Company and email to F. Sulley re same.
08/21/2014	Corrado, Eric	Meeting with M. Robinson at the Company regarding cash flow results, sale process and inventory roll forward; make updates to first report of the Monitor; discussion with D. Weisz regarding meeting with M. Robinson.
08/22/2014	Weisz, Daniel	Attend at the Company to meet with M. Robinson to discuss the CIM and other matters; review updated changes to Terms and Conditions of Sale, and Agreement of Purchase and Sale; telephone call with M. Abramowitz; exchange emails with F. Sulley regarding Monitor's postings to website; update CIM; discussion with E. Corrado on the CIM, advertisement; telephone call with P. Cho regarding timing of court attendance; email draft sale process to P. Cho; review draft agreement between the Company and a major customer and forward to F. Sulley; email to F. Sulley regarding timing of court attendance and enclose copy of draft report; telephone call with J. Grauman of Sherfam.
08/22/2014	Corrado, Eric	Updates to first report of the Monitor; updates to website; A/R stratification work; updates to CIM.
08/24/2014	Corrado, Eric	Updates to CIM and update newspaper advertisement for sale process.
08/25/2014	Weisz, Daniel	Review and update CIM and newspaper advertisement; telephone call with F. Sulley on draft report and other matters; telephone call with P. Cho regarding status of sale process; telephone call with M. Robinson regarding CIM; conference call with P. Cho, P. Resnick, M. Robinson to discuss CIM and stay extension.
08/25/2014	Corrado, Eric	Correspondence with M. Robinson regarding proposed changes to CIM and reflecting said changes to CIM.
08/26/2014	Tannenbaum, Bryan	Telephone call with a business broker from last week; receipt and review of email from M. Robinson regarding same; email to M. Robinson for him to follow up with the business broker.
08/26/2014	Weisz, Daniel	Telephone calls with P. Cho on tomorrow's application; review documents; update report to court; file organization.
08/26/2014	Weisz, Daniel	Review draft court order and notice of motion and email to P. Cho re same.
08/26/2014	Corrado, Eric	Correspondence with the Company regarding Succession Capital; emails to Alphachem and Crieri SRL regarding their CCAA enquiries.
08/27/2014	Weisz, Daniel	Review emails; prepare for and attend in court regarding application for extension of stay of proceedings to September 11 th .
08/27/2014	Corrado, Eric	Update website posting and marketing flyer to reflect changes made to CIM.
08/28/2014	Weisz, Daniel	Review proposed teaser letter and update; exchange emails with P. Cho regarding status of affidavit to support Company motion; exchange emails with T. Louman-Gardiner of Farris, Vaughan, Wills & Murphy LLP regarding its request to be added to service list and email to KRMC re same; exchange emails with F. Sulley regarding status of review of documents.
08/28/2014	Tannenbaum, Bryan	Email to the Company regarding the Company's indebtedness to Sherfam and RP Holdings Inc. ("RP") regarding the Company's indebtedness to them and supporting documentation.

Date	Professional	Description
08/28/2014	Tannenbaum, Bryan	Telephone call from M. Robinson regarding sales package and the business broker's interest.
08/28/2014	Corrado, Eric	Correspondence regarding status of NDA and other agreements and update to marketing flyer based on M. Robinson's comments.
08/29/2014	Corrado, Eric	Review draft of first report of Monitor.
08/29/2014	Weisz, Daniel	Review draft affidavit of C. Gillies; review and update report to court; exchange emails with F. Sulley.
08/29/2014	Tannenbaum, Bryan	Receipt and review of email from M. Robinson regarding Sherfam and RP advances and respond to same; telephone call from J. Grauman regarding same; email from M. Abramowitz regarding same.
		To all other administrative matters with respect to this engagement, including all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

Fee Summary

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP	President	3.70	\$ 495	\$ 1,831.50
Daniel R. Weisz, CPA, CA, CIRP	Senior Vice President	46.70	\$ 495	23,116.50
Eric J. Corrado, CPA, CA	Senior Analyst	60.90	\$ 185	11,266.50
Total hours and professional fees		111.30		\$ 36,214.50
Disbursements				
Parking			\$ 17.86	
Mileage			31.35	
Taxi			17.86	
Courier			9.00	
Postage			110.25	
Photocopies			55.50	
Newspaper Ad (2 times)			1,590.00	
Total disbursements				1,831.82
Total professional fees and disbursements				\$ 38,046.32
HST @ 13%				4,946.02
Total payable				\$ 42,992.34

PAYMENT BY VISA ACCEPTED

VISA NUMBER _____ Expiry Date _____

Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CAS Payments: For credit to the account of Collins Barrow Toronto Limited, Account No. 65-84918, Canadian Imperial Bank of Commerce
Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

PLEASE RETURN ONE COPY WITH REMITTANCE

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.
The Collins Barrow trademarks are used under license.

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF MARTIN ROSS GROUP INC.**

Court File No. CV-14-10655-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**FIRST REPORT OF THE MONITOR, COLLINS
BARROW TORONTO LIMITED
SEPTEMBER 5, 2014**

COLLINS BARROW TORONTO LIMITED
11 King St. W., Suite 700
Box 27
Toronto, ON M5H 4C7