

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

**IN THE MATTER OF Section 243(1) of the
Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended,
and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended**

HSBC BANK CANADA

Applicant

– and –

**DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID**

Respondents

**MOTION RECORD
Returnable May 29, 2014**

May 16, 2014

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AND TO: VIG LAW PROFESSIONAL CORP.
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I N D E X

TAB	DOCUMENT
1	Notice of Motion returnable May 29, 2014
2	Second Report of the Receiver dated May 9, 2014
A	Receivership Order (Dallata Consulting Group Ltd.) dated March 13, 2013
B	Receivership Order (Akram Hamid) dated March 13, 2013
C	Affidavit of John Borch sworn March 11, 2013 (without Exhibits)
D	Affidavit of Richard A. Penstone sworn March 12, 2013 (without Exhibits)
E	First Report of the Receiver dated June 14, 2013

- F Order dated June 21, 2013
- G Certificate of Appointment
- H Letter sent to Toronto Dominion Bank dated June 26, 2013
- I Letter sent to Toronto Dominion Bank dated April 15, 2014
- J Statement of Receipts and Disbursements
- K Affidavit of Paul Casey sworn April 28, 2014
- L Affidavit of D.J. Miller sworn May 8, 2014
- 3 Draft Discharge Order

TAB 1

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

**IN THE MATTER OF Section 243(1) of the
Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended,
and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended**

HSBC BANK CANADA

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– and –

**DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID**

Respondents

**NOTICE OF MOTION
(returnable on May 29, 2014)**

DELOITTE RESTRUCTURING INC. (formerly Deloitte & Touche Inc.), in its capacity as the Court-appointed receiver (the “**Receiver**”), without security, of the property, assets and undertaking of Dallata Consulting Group Ltd. (“**Dallata**”) and Akram Hamid (“**Hamid**”) and together with Dallata, the “**Debtors**”) will make a motion before a Judge on Thursday, May 29, 2014 at 10:00 o’clock in the morning, or as soon after that time as the motion can be heard, at 330 University Avenue, in the City of Toronto.

PROPOSED METHOD OF HEARING: the motion will be heard orally.

THE MOTION IS FOR AN ORDER:

1. approving the activities of the Receiver since the date of the First Report (as defined herein) to the date of the Second Report of the Receiver dated May 9, 2014, (the “**Second Report**”);
2. approving the professional fees and disbursements of the Receiver, including those of Deloitte Corporate Finance Limited [Dubai] (“**Deloitte Dubai**”), and its legal counsel, Thornton Grout Finnigan LLP, for the period March 13, 2013 to March 31, 2014;
3. approving the Receiver’s Statement of Receipts and Disbursements for the period from March 13, 2013 to March 31, 2014;
4. discharging the Receiver; and
5. such further and other relief as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. the Receiver was appointed pursuant to the Orders of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated March 13, 2013 (the “**Appointment Orders**”);
2. Dallata’s primary business was trading in food products and the development of its food brand, Zarina, with operations purportedly based in Toronto with branch offices in Egypt, Jordan, Syria, New Zealand and the United States;
3. as of the date of the Appointment Orders, Dallata was indebted to HSBC Bank Canada (“**HSBC**”) pursuant to a secured demand credit facility in the amounts of CAD\$2,200,375.58 and US\$1,305,517.93 and Hamid had personally guaranteed the indebtedness of Dallata to HSBC to a maximum principal amount of \$4 million;
4. as described in the First Report of the Receiver dated June 14, 2013, the Receiver’s efforts to locate Dallata’s and Hamid’s records and assets were largely unsuccessful;

5. pursuant to the Order of the Court dated June 21, 2013 (the “**June 2013 Order**”), the Receiver was granted certain relief to assist in its efforts to locate and realize upon Dallata’s and Hamid’s assets, including (i) that Hamid present himself to the Receiver for an examination under oath by no later than July 31, 2013; and (ii) that the Receiver was authorized to file an assignment in bankruptcy for Dallata and act as Dallata’s trustee in bankruptcy (the “**Trustee**”);
6. in or about March 2013, Hamid advised the Receiver that he would be traveling to Egypt. Hamid never presented himself to the Receiver for an examination and the Receiver is unaware as to whether Hamid has returned to Canada. The sole communication between the Receiver and Hamid subsequent to his initial meeting with the Receiver after the Receiver’s appointment has been by email message and there has been communication since June 2013. Hamid’s former legal counsel, Brendan Bissell of Goldman Sloan Nash & Haber LLP, has advised the Receiver that Hamid did not respond to Mr. Bissell’s last communication to him in July 2013;
7. as at the date of the June 2013 Order, the Receiver had concluded that there were minimal assets of value located in Canada on which to realize for the benefit of creditors and that if there were any assets owned by Dallata or Hamid, they would likely be located in the Middle East or New Zealand;
8. the Receiver also determined that there were specific transactions involving Dallata that required further investigation by the Trustee to determine whether they were preferential payments that could be recovered;
9. with the assistance of Deloitte Dubai, the Receiver conducted further investigations in the Middle East, as described in the Second Report, to try and locate assets owned by Dallata or Hamid. However, the Receiver’s efforts did not yield any assets upon which it could realize for the benefit of Dallata’s or Hamid’s creditors;
10. the Receiver has determined that it is unlikely that it will be able to efficiently recover any of Dallata’s or Hamid’s assets that may be located in the Middle East or New

Zealand. It is the Receiver's view that given these circumstances, it would be appropriate to terminate the receivership and discharge the Receiver;

11. Rules 1.04 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg 194, as amended; and
12. such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. the Second Report of the Receiver dated May 9, 2014;
2. the Fee Affidavit of Paul Casey sworn April 28, 2014;
3. the Fee Affidavit of D.J. Miller sworn May 8, 2014; and
4. such further and other material as counsel may advise and this Honourable Court may permit.

May 15, 2014

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HSBC BANK CANADA

- and -

**DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID**

Applicant

Respondents

Court File No.: CV-13-10040-00CL

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

Proceedings commenced at Toronto

NOTICE OF MOTION

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TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

**DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID**

Respondents

SECOND REPORT OF THE RECEIVER

MAY 9, 2014

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID

Respondents

SECOND REPORT OF THE RECEIVER

MAY 9, 2014

INTRODUCTION

1. This Second Report of the Receiver (the “**Second Report**”) is filed by Deloitte Restructuring Inc. (“**Deloitte**”, formerly Deloitte & Touche Inc.), in its capacity as receiver (the “**Receiver**”) of all of the property, assets and undertaking of Dallata Consulting Group Ltd. (“**Dallata**”) and the receiver of the property, assets and undertaking of Akram Hamid (“**Hamid**”).

2. Deloitte was appointed as receiver of the property, assets and undertakings of Dallata pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated March 13, 2013 (the “**Dallata Order**”). The Dallata Order is attached hereto as **Appendix “A”**. Deloitte was also appointed receiver, without security, of the property of Hamid, wherever situate, including any proceeds thereof, pursuant to a second Order of the Court dated March 13, 2013 (the “**Hamid Order**”). The Hamid Order is attached hereto as **Appendix “B”**.

3. The application to appoint Deloitte as Receiver over Dallata and Hamid was brought by the secured creditor of Dallata, HSBC Bank Canada (“**HSBC**”). As of the date of the

receiverships, Dallata was indebted to HSBC pursuant to a secured demand credit facility in the amounts of CAD\$2,200,375.58 and USD\$1,305,517.93. Hamid had personally guaranteed the indebtedness of Dallata to HSBC to a maximum principal amount of \$4 million.

4. Prior to bringing the application to appoint Deloitte as Receiver, HSBC had engaged Deloitte as financial consultant with respect to Dallata as described in the Affidavit of John Borch sworn March 11, 2013 (the "**Borch Affidavit**"), previously filed with the Court. The Affidavit of Richard A. Penstone sworn March 12, 2013 (the "**Penstone Affidavit**") was also previously filed with the Court in this proceeding and sealed pursuant to the Dallata Order. Copies of the Borch Affidavit and Penstone Affidavit are attached hereto as **Appendices "C"** and "**D**", respectively.

5. Upon the Receiver's appointment, Dallata and Hamid advised the Court that they planned on bringing a motion to revise the relief granted in the Dallata Order and the Hamid Order and to address the issue of the sealed Penstone Affidavit. Dallata and Hamid subsequently advised the Court and the Receiver that they would not be bringing such a motion.

6. Hamid's counsel, Brendan Bissell of Goldman Sloan Nash & Haber LLP, has since advised the Court that his firm no longer acts for Hamid.

7. On June 14, 2013, the Receiver filed its first report (the "**First Report**") with the Court which was filed in support of the Receiver's motion heard June 21, 2013. A copy of the First Report (excluding appendices) is attached hereto as **Appendix "E"**

8. Pursuant to an Order of the Court dated June 21, 2013 (the "**June 2013 Order**"), the Court granted certain relief in respect of Hamid and Vig Law Professional Corporation, ("**Vig Law**"), ordered that the Penstone Affidavit be unsealed and authorized the Receiver to file an assignment in bankruptcy for Dallata and act as the Trustee in Bankruptcy. The June 2013 Order is attached hereto as **Appendix "F"**.

9. On June 28, 2013, the Receiver filed the assignment in bankruptcy of Dallata. The Certificate of Appointment naming Deloitte as Trustee In Bankruptcy (the "**Trustee**") is attached hereto as **Appendix "G"**.

PURPOSE OF THIS SECOND REPORT

10. The purpose of this Second Report is to:
- (a) provide the Court with an update on the activities of the Receiver since the First Report;
 - (b) request that the Court approve the activities of the Receiver since the First Report, including the Receiver's Statement of Receipts and Disbursements for the period from March 13, 2013 to March 28, 2014;
 - (c) request that the Court approve the Receiver's fees and disbursements for the period from February 26, 2013 to March 31, 2014, including those of Deloitte Corporate Finance Limited [Dubai] ("**Deloitte Dubai**"), and those of the Receiver's legal counsel, Thornton Grout Finnigan LLP ("**TGF**"); and
 - (d) request that the Court issue an order discharging the Receiver.

TERMS OF REFERENCE

11. Capitalized terms not defined in this Second Report are as defined in the Dallata Order and the First Report. All references to dollars are in Canadian currency unless otherwise noted.
12. A copy of this Second Report and all Orders and Endorsements issued in this proceeding to date have been posted on the Receiver's website at: www.deloitte.com/ca/dallata.

BACKGROUND

13. Dallata was incorporated pursuant to the laws of Canada on March 24, 2006. Its registered head office is a rented condominium at 2285 Lake Shore Boulevard West, #1208, Etobicoke, Ontario, M8V 3X9. Dallata began operations as a business consulting company that provided advice on how to compete in the international marketplace. However, its primary business evolved into conducting trade in food products and the development of a food brand, Zarina.
14. Dallata's website indicates that its operations were based in Toronto with branch offices in Egypt, Jordan, Syria, New Zealand and the United States.

ACTIVITIES OF THE RECEIVER

Hamid's obligations

15. Pursuant to the June 2013 Order, the Court ordered that Mr. Hamid was to provide the Receiver with detailed travel plans through December 15, 2013 as well as confirmation of when he expected to return to Canada. The June 2013 Order also required Hamid to be examined under oath in Toronto by no later than July 31, 2013.

16. The Receiver informed Hamid of these requirements; however, it did not receive any response. Hamid's counsel at the time, Mr. Bissell, informed the Receiver on July 5, 2013 that he had some communication with Hamid about the June 2013 Order and that he would raise these items during their next conversation. However, the Receiver understands that Mr. Bissell did not have any further communication with Hamid.

Filing an assignment in bankruptcy

17. Pursuant to the June 2013 Order, the Receiver filed an assignment in bankruptcy for Dallata on June 28, 2013.

18. The first meeting of creditors and meeting of the inspector were held on July 11, 2013.

Amounts transferred to Mr. Hamid's spouse

19. The Trustee prepared a letter to send to Ms. Amal Sharabi ("**Sharabi**"), Hamid's spouse, requiring her to account for the money she received from the Dallata accounts. The Trustee did not have a mailing address for Sharabi and asked Mr. Penstone, Senior/Regional Manager, Investigations (Security & Fraud Risk) with HSBC, to contact one of the parties he interviewed (Mr. Ed Bassett who indicated that his mother was friends with Sharabi) to determine if he could provide her address in Egypt. Mr. Bassett provided an address but was not sure if it was the most recent. The Trustee's affiliates at Deloitte Dubai confirmed that a female named "Amal" was currently living at the address provided by Mr. Bassett and engaged a local lawyer in Alexandria to deliver the Trustee's letter and provide confirmation of delivery and receipt.

20. The Trustee also provided the June 2013 Order to be included in the package to further ensure that Hamid was properly served. The Egyptian lawyer engaged by Deloitte Dubai

advised that the owner of the building would not provide him access to deliver the materials to Sharabi. The building owner took the package and said he would call the lawyer when Sharabi received the documents. There has been no communication from the building owner since the materials were delivered in November 2013.

Contacting Banks in Canada regarding Macro Sigma Inc.

21. Given the business relationships between Mr. Imad Kutum (a former CPA, CA, auditor and accountant of Dallata) and Hamid and their respective companies, and the apparent non-arm's length relationship between Mr. Kutum and Hamid, all as more particularly described in the First Report, the Receiver had recommended to the Court that the funds of Macro Sigma Inc. ("**Macro Sigma**") be frozen. The purpose of this action was to enable the investigation of funds transferred from Dallata and to ensure that any funds belonging to Dallata or Hamid that were transferred to Macro Sigma could be returned to the estates for the benefit of creditors.

22. Upon the granting of the June 2013 Order, the Receiver emailed and couriered copies of the June 2013 Order, along with a covering letter to in-house legal counsel for the Royal Bank of Canada ("**RBC**"), Toronto-Dominion Bank ("**TD**"), Bank of Nova Scotia ("**BNS**"), Bank of Montreal ("**BMO**") and Canadian Imperial Bank of Commerce ("**CIBC**"). The covering letter explained the effect of the June 2013 Order and instructed the recipients to freeze any accounts in the name of Macro Sigma, to provide account statements and contact the Receiver if any activity is attempted in such accounts. A copy of the letter sent to RBC, TD, BNS, BMO and CIBC is attached hereto as **Appendix "H"**.

23. Each of the aforementioned banks has responded to the Receiver as follows:

- (a) RBC advised the Receiver that there were two accounts in the name of Macro Sigma, both of which were closed in 2011;
- (b) TD sent the Receiver account statements for three accounts. Two US dollar accounts were used for largely immaterial transactions, with a minimal amount of activity and were closed in 2012 and 2013. The Canadian dollar account has a balance of \$7,200.84 and was confirmed to have been frozen upon receipt of the letter from the Receiver. The activity on the account consisted of transactions of

relatively small dollar value (i.e. the majority of withdrawals were less than \$10,000). However, the Receiver noted that subsequent to most of the deposits received from Dallata (determined by matching the amounts and dates provided in the Penstone Affidavit), cheques were immediately written disbursing the same amount;

- (c) BNS advised that it had no accounts in the name of Macro Sigma;
- (d) BMO advised that it had no accounts in the name of Macro Sigma; and
- (e) CIBC advised that it had no accounts in the name of Macro Sigma.

24. Since the appointment of the Receiver, Mr. Kutum was convicted of fraud and incarcerated. He has since been released from prison and has asked the Receiver to unfreeze Macro Sigma's TD accounts. The Receiver has responded to Mr. Kutum asking that he provide further information on the eight cheques written immediately after deposits received from Dallata prior to authorizing TD to unfreeze the accounts. Mr. Kutum provided bank statements from Kutum & Associates as well as cheque copies from the TD account showing that six of the cheques were written to Kutum & Associates and the other two were written to Imad Kutum. Mr. Kutum explained that Kutum & Associates had a \$100,000 line of credit that he used to support Macro Sigma. When Macro Sigma had money, he would use it to repay Kutum & Associates. Mr. Kutum has now fully responded to the Receiver's requests and on April 17, 2014, the Receiver wrote to TD advising that the freeze on this account could be removed. A copy of this letter is attached hereto as **Appendix "I"**.

Referral to the Peel Regional Police

25. Pursuant to the June 2013 Order, the Receiver requested that Mr. Penstone prepare the necessary materials to file with the Peel Regional Police given his experience in referring these matters to police departments in multiple jurisdictions. Mr. Penstone agreed to undertake this on behalf of the Receiver.

26. The Receiver is unaware of any further developments.

Correspondence with Vig Law

27. The Penstone Affidavit indicated that \$235,000 was paid from Dallata to “Vig Law, in Trust”. The Receiver and the Receiver’s counsel sent multiple letters to Vig Law to obtain details and documentation with respect to this transaction and to determine if any of the funds still remain in its trust account. Vig Law initially refused to provide details.

28. Pursuant to the June 2013 Order, Vig Law was directed to comply with paragraph 4 of the Dallata Order and to provide access and co-operation to the Receiver in fulfilling its mandate. Vig Law was served with the June 2013 Order and the Receiver required that it provide a full accounting of the funds that it received from or on behalf of Hamid and Dallata. The Receiver was advised by Amit Vig, principal of Vig Law, that the money received from Hamid was immediately transferred to Anne Marie Marchetti, in trust. The Receiver learned that Ms. Marchetti is a real estate lawyer located in Oakville, Ontario.

29. The Receiver’s counsel contacted Ms. Marchetti who advised that the money transferred to her by Vig Law was used to complete a transaction on behalf of Sameh Tarek Mekhemer and Amany El Hadary to purchase the property municipally known as 2162 Oakpoint Road, Oakville, Ontario, from her clients. Internet searches conducted by the Receiver indicate that Mr. Mekhemer appears to be a Professor in the Faculty of Oral and Dental Medicine at the Future University in Egypt and Ms. El Hadary is an Associate Professor in the same faculty. The Receiver also noted that Ms. El Hadary also received a \$30,000 payment from Dallata on July 12, 2012. Hamid had previously advised the Receiver that this \$30,000 payment was an investment in Ms. El Hadary’s venture to create cheaper dental tools for use in Syria.

30. The Trustee sent letters to both Mr. Mekhemer and Ms. El Hadary requesting support for this transaction. Ms. Fay Hassaan, legal counsel for Mr. Mekhemer and Ms. El Hadary has advised the Trustee that the \$235,000 payment was a loan from Hamid that has since been repaid. Ms. Hassaan provided copies of cheques showing that 183,000 Egyptian Pounds (equivalent to CAD\$30,000) was paid to H. Hamam (as defined below) at the request of Hamid and 1,438,905 Egyptian Pounds (equivalent to CAD\$235,500) was paid to Sharabi at the request of Hamid. The Receiver’s inability to access Sharabi in Egypt to question her about

amounts transferred to her from Dallata or her husband has been reported above. Further, Sharabi has not responded to the Receiver's written requests for information.

Account collection from Petvelma Ltd. for default judgement of \$24,000

31. As noted in the First Report, Dallata was awarded default judgement against Petvelma Ltd. in the amount of approximately \$24,000. The Receiver referred this matter to D&A Collection Corp. for collection on a contingent fee basis. On November 20, 2013, D&A Collection Corp. informed the Receiver that it was unable to locate the judgement debtor and had closed the account.

Deemed trust claim from CRA

32. The Trustee received a deemed trust claim from Canada Revenue Agency ("CRA") for the employee portion of CPP source deductions in the amount of \$1,064.25 for the 2012 tax year. As set out in the First Report, Hamid provided the Receiver with minimal corporate records for Dallata. Therefore, the Receiver is unable to verify whether this amount had been paid to CRA or was, in fact, outstanding. The amount in question is close to the maximum amount payable on account of CPP source deductions for one employee and given the state of Dallata's business affairs, it is conceivable that this amount was not remitted to CRA.

33. The Receiver has remitted this amount to CRA from the limited recoveries in the estate.

Further Investigations by the Receiver in the Middle East

34. Due to the lack of Canadian assets on which the Receiver could realize, as well as the significant number and quantum of transactions with companies and individuals in various Middle Eastern countries, the Receiver retained its affiliate, Deloitte Dubai, to assist in its investigation. The Receiver asked Deloitte Dubai to arrange meetings with Haggag Ali, the Egyptian accountant named by Hamid, Sharabi and Hisham Hamam, the owner of H. Hamam for Import, Export & Trade ("**H. Hamam**"). Deloitte Dubai also conducted research to determine if ownership and financial information was available for the Non-Dallata Entities.

35. The following is a summary of key findings from these inquiries:
- (a) Hamid was arrested in the United States on September 21, 2001 for participating in a scheme to steal and defraud third parties. He pled guilty to two counts of conspiracy;
 - (b) the Dallata website confirmed Hamid's statement to the Receiver that Dallata's financial statements were a consolidation of a number of different companies, in respect of which the Receiver determined the following:
 - (i) H. Ltd. was incorporated on April 10, 1994 in Indiana and is listed as being dissolved;
 - (ii) there is an H&H Ltd. based in Michigan, but there is no indication that it could be connected to Dallata or Mr. Hamid;
 - (iii) Silver Tower Trading was a sole proprietorship established in Qatar 1987 and dissolved in 1992; there is no clear connection to Dallata or Mr. Hamid;
 - (iv) there was no record of Sadeem International in Qatar or elsewhere;
 - (v) the International Trading Company was said to be in Syria; however, it was not possible to easily search public records for this company;
 - (vi) Orcus Ltd is based in New Zealand and Mr. Hamid's brother, Ayman Hamid, is listed as the director; and
 - (vii) Dallata International Corp was incorporated in 1998 in Nevada but the status is listed as permanently revoked.

- (c) during the investigation conducted by Deloitte Dubai, other entities with 'Dallata' in the name were identified. Dallata Trading Group is incorporated in Canada and was previously known as Alkeif Coffee & Smoke Shop Corporation and Alkeif Ltd. until January 2013. Dallata Jordan is a limited liability company that was registered in 2008. Dallata Qode is based in Gaza. Dallata Limited is based in New Zealand and was incorporated in September 2008. Amjad Hamid, one of Hamid's brothers, who personally received US \$305,622 from Dallata, is a director and 99% shareholder. The Receiver was unable to determine if there are any assets held in each of the above listed companies, based on corporate searches and public information searches;
- (d) Deloitte Dubai met with Haggag Ali, the Egyptian accountant that Hamid stated had compiled Dallata's financial information prior to sending it to Dallata's Canadian accountants. Mr. Ali informed the investigatory team that he was not Dallata's accountant and knew nothing with respect to either Dallata's or Hamid's personal finances. Furthermore, Mr. Ali stated that he had never prepared any accounts for any Dallata entities. Mr. Ali only knew of Hamid because he provides accounting services to H. Hamam and knew that H. Hamam was a client of Dallata. Mr. Ali confirmed that H. Hamam and Dallata had a close relationship; however, he advised that the level of business between H. Hamam and Dallata did not appear to match the information provided by Hamid to the Receiver. Mr. Ali advised representatives of Deloitte Dubai that Hamid called him at the beginning of 2013 to inform him that people may be enquiring about Dallata and requested Mr. Ali to speak positively about Hamid and Dallata. Mr.

Ali advised that he refused to do so as he had never had direct contact with Hamid or Dallata;

- (e) subsequent to meeting with Mr. Ali, representatives of Deloitte Dubai attended at the offices of H. Hamam. The onsite secretary at H. Hamam's offices advised that she had never heard of Hamid or Dallata; however, there was a file titled "Private Akram Hamid" in the file cabinet that Deloitte Dubai was not permitted to review. Deloitte Dubai also noted that the food products found in the office of H. Hamam were not "Zarina" branded;
- (f) after unsuccessfully attempting to meet with Hisham Hamam at his business address, representatives of Deloitte Dubai were subsequently able to speak to Mr. Hamam on the telephone. Mr. Hamam denied that H. Hamam owed Dallata CDN\$440,604 and stated that the US \$4,965 payment received by the Receiver on April 22, 2013, as detailed in the First Report, represented the full and final settling of all accounts between H. Hamam and Dallata. Mr. Hamam refused to provide any H. Hamam financial data to Deloitte Dubai and stated that Mr. Ali had all the financial information and paperwork related to the transactions between H. Hamam and Dallata, a statement that contradicted Mr. Ali's statements to the investigatory team. Mr. Hamam promised to meet the investigatory team at their hotel to provide further assistance but he did not attend and has not answered any follow up calls;
- (g) Mr. Hamam did not have any local contact information for Hamid (only his Canadian telephone number) and would not provide the contact information for Sharabi;

- (h) while in Alexandria, representatives of Deloitte Dubai visited two of the supermarkets that Hamid claimed had stocked his Zarina branded products. There were no Zarina branded products in either “The Prince” or “Fathalla Market” when they visited.

36. Based on the work of Deloitte Dubai and given the lack of information and cooperation from these parties, it is unlikely that the Receiver will be able to efficiently identify or recover any additional Dallata assets that may be located in the Middle East,. The fact that the investigatory team did not find Zarina branded products in the office of H. Hamam or at the supermarkets they visited suggest that Hamid is not continuing to carry on operations in the Middle East. However, it is unknown how Hamid is supporting himself. As noted above, the Trustee has sent a letter to Sharabi directly, asking for support for the payments made to her by Dallata. Sharabi has not responded. Given her current residency in Egypt, it would be difficult and costly for the Trustee to compel Sharabi’s attendance at an examination under oath pursuant to the *Bankruptcy and Insolvency Act*.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

37. Attached hereto as **Appendix “J”** is the Receiver’s Statement of Receipts and Disbursements for the period from March 13, 2013 to March 31, 2014. As at March 31, 2014, the closing cash balance was \$4,952.02.

38. The only cash receipts in the estate were the US \$4,965 from H. Hamam and the funds previously held in an RBC account.

PROFESSIONAL FEES

39. The total fees of the Receiver during the period from March 13, 2013 to March 14, 2014, amount to \$116,471.50, together with expenses and disbursements in the sum of \$61,328.66 and harmonized sales tax (“HST”) in the amount of \$15,183.23, totalling \$192,983.39. The time spent by the Receiver is more particularly described in the Affidavit of Paul Casey, the partner at Deloitte having carriage of this proceeding, sworn April 28, 2014 (the “Casey Affidavit”) in support hereof and attached hereto as **Appendix “K”**.

Invoice No.	Fees	Disbursements	HST	Hours	Total
3287998	\$ 59,526.50	\$ 139.29	\$ 7,756.55	127.0	\$ 67,422.34
3325511	22,719.00	183.29	2,977.30	45.6	25,879.59
3375694	20,064.00	0.00	2,608.32	40.2	22,672.32
3511567	14,162.00	0.00	1,841.06	23.9	16,003.06
3513055	0.00	61,006.08	0.00	0.0	61,006.08
Totals:	\$116,471.50	\$61,328.66	\$15,183.23	236.7	\$192,983.39

40. The final invoice rendered by the Receiver includes an accrual of \$2,500 in order to complete the administration of the receivership. The expenses and disbursements noted above include the billing by Deloitte Dubai in the amount of US\$55,109.38, consisting of US\$51,023.75 in fees and US\$4,085.53 in expenses relating to travel to Egypt.

41. The total fees of the Receiver’s legal counsel, TGF, during the period from March 13, 2013 to March 31, 2014, amount to \$107,970.00, together with expenses and disbursements in the sum of \$2,498.08 and harmonized sales tax (“HST”) in the amount of \$14,295.50, totalling \$124,763.58. In addition, TGF’s final invoice includes an accrual of \$7,500 for anticipated fees, disbursements and HST relating to the preparation of the within motion and attending same. The time spent by TGF for legal services rendered is more particularly described in the Affidavit of D.J. Miller, the partner at TGF having carriage of this proceeding, sworn May 8, 2014 in support hereof and attached hereto as **Appendix “L”**.

42. HSBC has settled the Receiver’s accounts directly. Accordingly, the Receiver will be partially refunding these advances from the surplus of receipts over disbursements on hand of \$4,952.

RECOMMENDATIONS

43. The Receiver has exhausted all methods available to it to efficiently recover the assets of Dallata and Hamid. Furthermore, the Receiver has determined that it is unlikely to recover any additional funds for the estate. Therefore, there is minimal benefit to continuing the receivership administration. Accordingly, the Receiver recommends that the Court discharge the Receiver at this time.

44. The Receiver respectfully requests that this Court grant an Order:

- (a) approving the activities of the Receiver since the First Report, including the Receiver's Statement of Receipts and Disbursements for the period from March 13, 2013 to March 31, 2014;
- (b) approving the Receiver's fees and disbursements for the period from March 13, 2013 to March 31, 2014, including those of its legal counsel and Deloitte Dubai; and
- (c) discharging the Receiver.

All of which is respectfully submitted this 9th day of May 2014.

DELOITTE RESTRUCTURING INC. (formerly Deloitte & Touche Inc.)
in its capacity as the Court-appointed Receiver of
DALLATA CONSULTING GROUP LTD. and AKRAM HAMID



Paul M. Casey, CPA, CA, CIRP
Senior Vice-President

APPENDIX “A”

Court File No. CV-13-10040-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) WEDNESDAY THE 13TH DAY OF
JUSTICE MORAWETZ) MARCH, 2013

BETWEEN:



HSBC BANK CANADA

Applicant

- and -

**DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID**

Respondents

**RECEIVERSHIP ORDER
(DALLATA CONSULTING GROUP LTD.)**

THIS APPLICATION, made by the Applicant without notice to any other party, for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended (the "CJA") appointing Deloitte & Touche Inc. as receiver (the "Receiver"), without security, of the property, assets and undertaking of Dallata Consulting Group Ltd. (the "Debtor") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of John Borch sworn March 11, 2013, the Affidavit of Richard A. Penstone sworn March 12, 2013, on hearing the submissions of counsel for the Applicant and on reading the Consent of Deloitte & Touche Inc. to act as the Receiver, no else appearing.

SERVICE

1. **THIS COURT ORDERS** that the requirement for service of the Notice of Application and the Application Record herein be and is hereby dispensed with such that this Application is properly returnable today, that service upon any other party be and it is hereby dispensed with and that the service of the Notice of Application and the Application Record is hereby validated in all respects.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to Section 243(1) of the BIA and Section 101 of the CJA, Deloitte & Touche Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever and wherever situate, including but not limited to those acquired for or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

(a) to investigate payments made from the bank accounts of the Debtor, including contacting financial institutions with which the Debtor may be transacting, to request and receive information relating to any bank accounts in the name of the Debtor and to take immediate possession of any funds in any bank accounts in the name of the Debtor;

(b) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(c) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, bank accounts held or controlled by the Debtor, the changing of locks and security codes, the relocating of Property to safeguard

it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(d) to investigate certain payments made to Akram Hamid and Amal Sharabi by the Debtor, including obtaining personal bank statements for Akram Hamid and Amal Sharabi;

(e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

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

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver, in its discretion, may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply;

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property, the affairs of the Debtor and the receivership and to share information with such parties subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licenses, approvals or permissions as may be required by any governmental authority or any counterparties to any licenses and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each such case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, auditors, legal counsel and shareholders, and all other persons acting on their instructions or behalf, (iii) Akram Hamid, (iv) Amal Sharabi and (v) all other individuals, firms, corporations, governmental bodies or agencies, financial institutions, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, including in any bank account or investment account, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver immediately upon the Receiver’s request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communications or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service

provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that with respect to the premises located at 1300 Kamato Road, Unit 7, Mississauga Ontario (the “Premises”) leased by the Debtor, the Receiver shall be entitled but not obligated to occupy the Premises provided that the Receiver shall pay occupation rent during the term of the Receiver’s occupation associated with the lease of the Premises by the Debtor and to the extent that such rent payments do not include utilities and taxes, the Receiver shall pay such amounts and all other costs incidental to the occupation and maintenance of the Premises during the term of the Receiver’s occupancy. The Receiver shall be entitled to have immediate access the Premises, even if the Receiver chooses not to occupy the Premises.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no action, suit, proceeding or enforcement process in any court or tribunal or the exercise of any self-help remedies of any kind (each, a “Proceeding”), shall be commenced or continued against the Receiver or the Property except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with any statutory or regulatory provisions relating to health, safety or the environment, (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 THE RECEIVER

11. **THIS COURT ORDERS** that 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 Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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 Debtor 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 Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current 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 Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation, the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor’s behalf, may choose to terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, including but not limited to wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal

information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver 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 Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’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.

LIMITATION ON THE RECEIVER’S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "**Receiver's Charge**").

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

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

GENERAL

25. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

26. **THIS COURT ORDERS** that unless and until any conflict or issue of potential conflict arises between the Receiver appointed herein and the Applicant secured creditor, HSBC Bank Canada, the Receiver shall be entitled to receive legal advice from the Applicant's counsel and all such communications shall be subject to solicitor-client privilege as between the Receiver and such counsel. Upon any conflict or potential conflict arising or existing with respect to any issue, the Receiver shall retain its own independent counsel.

27. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from filing an assignment in bankruptcy on behalf of the Debtor and acting as a trustee in bankruptcy of the Debtor.

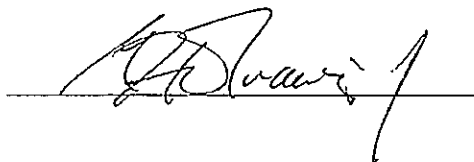
28. **THIS COURT ORDERS** that all Persons, including financial institutions complying with requests made by the Receiver under this Order, are not liable for any act done in good faith in complying with the terms of this Order, pursuant to section 142 of the *Courts of Justice Act* (Ontario).

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

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever situate, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver 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.

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

32. **THIS COURT ORDERS** that the Affidavit of Richard A. Penstone, sworn March 12, 2013 and the factum of the Applicant be and they are hereby sealed pending further order of this Court.

A handwritten signature in black ink, appearing to read "R. Penstone", is written over a horizontal line.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAR 13 2013

SCHEDULE "A"

RECEIVER'S CERTIFICATE

CERTIFICATE NO.

AMOUNT \$

1. **THIS IS TO CERTIFY** that Deloitte & Touche Inc., the receiver (the "**Receiver**") of all of the current and future assets, undertakings and properties of every nature and kind whatsoever and wherever situate, including but not limited to those acquired for or used in relation to a business carried on by Dallata Consulting Group Ltd., appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 13th day of March, 2013 (the "**Order**") made in an action having Court File Number CV-►CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of ____ from time to time.

3. Such principal sum with interest thereon is, by terms of this Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ___ day of _____, 2013.

Name:

Title:

Deloitte & Touche Inc., solely in its capacity
as Receiver of the property, assets and
undertakings of Dallata Consulting Group
Ltd., and not in its personal capacity

HSBC BANK CANADA

Applicant

DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID

Respondents

Court File No.: CV-13-10040-00CL

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

Proceedings commenced at Toronto

**RECEIVERSHIP ORDER
(DALLATA CONSULTING GROUP LTD.)**

Thornton Grout Finnigan LLP
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D.J. Miller (LSUC# 34393P)
Alana V. Shepherd (LSUC# 58436S)
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Fax: 416-304-1313
Email: djmiller@tgf.ca / ashepherd@tgf.ca

Lawyers for HSBC Bank Canada, the Applicant

APPENDIX “B”

Court File No. CV-13-10040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.) WEDNESDAY THE 13TH DAY OF
JUSTICE MORAWETZ) MARCH, 2013

BETWEEN:



HSBC BANK CANADA

Applicant

- and -

DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID

Respondents

RECEIVERSHIP ORDER
(AKRAM HAMID)

THIS APPLICATION, made by the Applicant without notice to any other party, for an Order pursuant to Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended (the "CJA") appointing Deloitte & Touche Inc. as receiver (the "Receiver"), without security, of the property, assets and undertaking of Akram Hamid (the "Debtor") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of John Borch sworn March 11, 2013, the Affidavit of Richard A. Penstone sworn March 12, 2013, on hearing the submissions of counsel for the Applicant and on reading the Consent of Deloitte & Touche Inc. to act as the Receiver, no else appearing.

SERVICE

1. **THIS COURT ORDERS** that the requirement for service of the Notice of Application and the Application Record herein be and is hereby dispensed with such that this Application is properly returnable today, that service upon any other party be and it is hereby dispensed with and that the service of the Notice of Application and the Application Record is hereby validated in all respects.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to Section 101 of the CJA, Deloitte & Touche Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever and wherever situate, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

(a) to investigate any payments received by the Debtor (directly or indirectly through corporations in which the Debtor has an interest) from Dallata Consulting Group Ltd. ("**Dallata**"). For this purpose the Receiver is authorized to contact any banks or other financial institutions with which the Debtor may have dealings, to request and receive information relating to the Debtor's bank accounts and to freeze any funds in accounts in the name of the Debtor pending further Order of this Court;

(b) subject to the provisions of subparagraph (a) above as it relates to freezing funds in the bank accounts of the Debtor pending further Order of this Court, to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (c) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (d) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (e) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property, the affairs of the Debtor and the receivership and to share information with such parties subject to such terms as to confidentiality as the Receiver deems advisable;
- (f) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (g) to apply for any permits, licenses, approvals or permissions as may be required by any governmental authority or any counterparties to any licenses and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (h) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (i) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (j) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each such case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) his employees, agents, accountants, auditors, legal counsel, and all other persons acting on his instructions or behalf, (iii) Amal Sharabi and (iv) all other individuals, firms, corporations, governmental bodies or agencies, financial institutions, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, including in any bank account or investment account, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver immediately upon the Receiver’s request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communications or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this

paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. **THIS COURT ORDERS** that no action, suit, proceeding or enforcement process in any court or tribunal or the exercise of any self-help remedies of any kind (each, a “**Proceeding**”), shall be commenced or continued against the Receiver or the Property except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with any statutory or regulatory provisions relating to health, safety or the environment, (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 THE RECEIVER

10. **THIS COURT ORDERS** that 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 Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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 Debtor 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 Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current 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 Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation, the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

LIMITATION ON ENVIRONMENTAL LIABILITIES

13. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver 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 Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’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.

LIMITATION ON THE RECEIVER’S LIABILITY

14. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER’S ACCOUNTS

15. **THIS COURT ORDERS** that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the “**Receiver’s Charge**”).

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

17. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

18. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges set out in section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

19. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

20. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

21. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

GENERAL

22. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

23. **THIS COURT ORDERS** that unless and until any conflict or issue of potential conflict arises between the Receiver appointed herein and the Applicant secured creditor HSBC Bank Canada, the Receiver shall be entitled to receive legal advice from the Applicant's counsel and all such communications shall be subject to solicitor-client privilege as between the Receiver and such counsel. Upon any conflict or potential conflict arising or existing with respect to any issue, the Receiver shall retain its own independent counsel.

24. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from filing an assignment in bankruptcy on behalf of the Debtor and acting as a trustee in bankruptcy of the Debtor.

25. **THIS COURT ORDERS** that all Persons, including financial institutions complying with requests made by the Receiver under this Order, are not liable for any act done in good faith in complying with the terms of this Order, pursuant to section 142 of the *Courts of Justice Act* (Ontario).

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

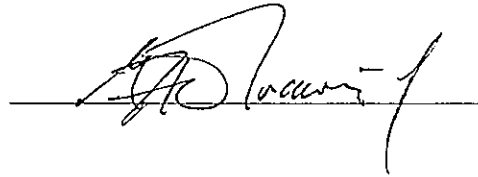
27. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever situate, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is 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.

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

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAR 13 2013

A handwritten signature in black ink, appearing to be "A. Brown", written over a horizontal line.

SCHEDULE "A"

RECEIVER'S CERTIFICATE

CERTIFICATE NO.

AMOUNT \$

1. **THIS IS TO CERTIFY** that Deloitte & Touche Inc., the receiver (the "Receiver") of all of the current and future assets, undertakings and properties of every nature and kind whatsoever and wherever situate, including but not limited to those acquired for or used in relation to a business carried on by Akram Hamid, appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 13th day of March, 2013 (the "Order") made in an action having Court File Number CV-►CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of ____ from time to time.

3. Such principal sum with interest thereon is, by terms of this Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ___ day of _____, 2013.

Name:

Title:

Deloitte & Touche Inc., solely in its capacity
as Receiver of the property, assets and
undertakings of Dallata Consulting Group
Ltd., and not in its personal capacity

HSBC BANK CANADA

Applicant
and

DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID

Respondents

Court File No.: CV-13-10040-00CL

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

Proceedings commenced at **Toronto**

**RECEIVERSHIP ORDER
(AKRAM HAMID)**

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Lawyers for HSBC Bank Canada, the Applicant

APPENDIX “C”

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 243(1) of the *Bankruptcy and
Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and Section
101 of the *Courts of Justice Act*, R.S.O. 1990 c.C-43,
as amended

HSBC BANK CANADA

Applicant

- and -

DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID

Respondents

AFFIDAVIT OF JOHN BORCH
(Sworn March 11, 2013)

I, **John Borch**, of the City of Markham, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am an Assistant Vice-President in the Special Credit Department of HSBC Bank Canada ("**HSBC**" or the "**Bank**") and as such I have knowledge of the matters to which I depose herein. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have obtained facts from other sources, I have so indicated and I believe those facts to be true.
2. This affidavit is sworn in support of an *ex parte* application by the Bank for an order appointing Deloitte & Touche LLP ("**Deloitte**") as the receiver (the "**Receiver**") of the property, assets and undertakings of Dallata Consulting Group Ltd. ("**Dallata**") pursuant

to Section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “BIA”) and Section 101 of the *Courts of Justice Act* (Ontario) (the “CJA”) and an order appointing Deloitte as Receiver without security, pursuant to Section 101 of the CJA of the property of Akram Hamid, wherever situate, including any proceeds thereof.

Dallata

3. According to the records maintained by Industry Canada, Dallata was incorporated pursuant to the laws of Canada on March 24, 2006. The registered head office of Dallata is 2285 Lake Shore Boulevard West, #1208, Etobicoke Ontario M8V 3X9 (the “Registered Head Office”). Attached hereto and marked as Exhibit “A” is a true copy of the Corporation Profile Report for Dallata.
4. The Corporation Profile Report for Dallata lists Akram Hamid and Amal Sharabi as its directors. The Bank was advised by Mr. Hamid on the initial credit application approved on or about October 4, 2011 (the “Initial Credit Application”) that he is the sole shareholder of Dallata.
5. In connection with the Initial Credit Application, Mr. Hamid provided the Bank with an overview of Dallata’s business on or about September 2011 (the “Overview”). The Overview states that Dallata began its operations as a business consulting company providing advice to businesses on how to compete in the international marketplace, particularly through strategic sourcing and marketing practices. Attached hereto and marked as Exhibit “B” is a true copy of the Overview.
6. The Overview indicates that, through its consulting business, Dallata began acting as an agent for certain of its clients in sourcing products and negotiating with international

vendors. Dallata then developed a branch of its business to focus exclusively on conducting such trade, which is now its primary business stream.

7. The Overview also indicates that Dallata's trade business is focused on a number of different food products that are sourced and processed in Canada, then exported abroad. Dallata sources its products from farmers located in Saskatchewan and elsewhere in Canada, then processes the products with its own equipment located at premises owned by third parties in Saskatchewan and Vancouver. Other products are processed according to client specifications with client-owned machinery at third-party premises in Canada.
8. The Overview further indicates that, in connection with its trade business, Dallata developed the "Zarina" food brand, which features a number of different customization options for its customers. Dallata's website for the Zarina brand lists a number of different products including livestock feed, honey, wheat flour, canned tuna, peas, lentils, chickpeas, beans, mustard seeds, sunflower seeds and alfalfa cubes. Dallata's website also lists "Dallata Qode" and "Hijab World" as its other brands. Attached hereto and marked as Exhibit "C" are copies of the above information listed on Dallata's website.
9. Dallata's website indicates that its operations are based in Toronto. Dallata's website also lists the following locations and affiliates abroad:
 - (a) branch offices in Egypt, Jordan, Syria, New Zealand and the United States;
 - (b) local agents in Riyadh, Saudi Arabia;
 - (c) sister companies in Dubai United Arab Emirates, London England, Chittagong Bangladesh and Casablanca Morocco; and

(d) Dallata's website also lists a premises in Palestine.

Attached hereto and marked as Exhibit "D" are copies of the above information as listed on Dallata's website.

10. Mr. Hamid advised the Bank on the Initial Credit Application that Dallata had a staff of 8 people working out of its premises at 1200 Bay Street, Suite 202, Toronto Ontario M5R 2A5 (the "Premises").
11. In connection with the Initial Credit Application, Mr. Hamid provided audited financial statements for Dallata's worldwide operations for the fiscal year ended 2010 showing total revenue of approximately \$40.3 million and Dallata's unaudited year-to-date financial statements for the period ended June 30, 2011 (collectively, the "Financial Statements"). The Bank requests and considers financial statements as part of any financing, and the Bank relied upon the Financial Statements in connection with the Initial Credit Application. The Bank also received a letter from Imad Kutum of Kutum & Associates Chartered Accountant dated September 30, 2011 with respect to Dallata's Canadian operations and consolidated operations. The Financial Statements provided were in respect of only Dallata, the Canadian corporation. Attached hereto and marked as Exhibit "E" are copies of the Financial Statements and the letter from Imad Kutum dated September 30, 2011.
12. Dallata later provided to the Bank its financial statements for the fiscal year ended 2011 showing a total revenue of \$87.8 million (the "2011 Financial Statements"). Attached hereto and marked as Exhibit "F" are copies of the 2011 Financial Statements.

The Credit Facilities and Security

13. Dallata first became a borrowing client of the Bank on or about October 25, 2011.
14. Pursuant to a credit facility letter most recently dated June 19, 2012, as amended from time to time (collectively with such amendments, the “**Credit Facility Letter**”), the Bank extended certain credit facilities to Dallata (the “**Credit Facilities**”). The Credit Facilities are all payable on demand. Attached hereto as Exhibit “G” is a true copy of the most recent Credit Facility Letter and the previous credit facility letter dated October 5, 2011.
15. As at the opening of business on February 13, 2013, Dallata was indebted to the Bank under the Credit Facilities in the amounts of CAD\$2,200,375.58 and USD\$1,305,517.93, together with interest, fees and costs to the date of payment.
16. Pursuant to the Credit Facility Letter, as security for its obligations to the Bank, Dallata granted security over all of its personal property to the Bank pursuant to, among other things, a General Security Agreement dated October 19, 2011 (the “**GSA**” and collectively with such other security granted by Dallata in favour of HSBC, the “**Dallata Security**”). Attached hereto as Exhibit “H” is a true copy of the GSA.
17. Schedule “A” to the GSA lists a warehouse located at 1300 Kamato Road, Unit 7, Mississauga, Ontario, L4W 2N2 (the “**Warehouse**”) as a location of collateral.
18. The Bank registered its security interest against Dallata pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”) on October 12, 2011 against all classes of collateral except “consumer goods”. Attached hereto as Exhibit “I” is a true copy of a certified

PPSA Enquiry Response Certificate from the Ministry current to February 6, 2013 in respect of Dallata.

19. The only other party with security registered against Dallata under the PPSA is BMW Canada Inc. in respect of a 2012 BMW X5 XDrive35i Sport, V.I.N. 5UXZV4C53CL744670.

Guarantee

20. As a condition of the Credit Facilities, Mr. Hamid granted HSBC a personal guarantee limited to the principal amount of \$4,000,000.00 dated June 22, 2012 (the "Guarantee"). Attached hereto as Exhibit "J" is a true copy of the Guarantee.
21. The Bank made a registration against Mr. Hamid pursuant to the PPSA on October 14, 2011 against "accounts" and "other". Attached hereto as Exhibit "K" is a true copy of a certified PPSA Enquiry Response Certificate from the Ministry current to February 12, 2013 in respect of Mr. Hamid.
22. There is one party registered prior to the Bank in respect of Mr. Hamid under the PPSA. Royal Bank of Canada ("RBC") registered a security interest against Mr. Hamid pursuant to the PPSA on January 25, 2011 against "accounts" and "other".
23. The Bank has no information on the PPSA registration by RBC. On October 25, 2011, HSBC provided take-out financing in respect of Dallata's then-existing credit facilities with RBC pursuant to a payout letter issued by RBC on October 25, 2011. Attached hereto as Exhibit "L" is a true copy of the payout letter issued by RBC on October 25, 2011.

Demands and BIA Notices

24. On February 13, 2013, the Bank demanded payment from Dallata of all amounts then outstanding under the Credit Facilities pursuant to the Credit Facility Letter, namely the sums of CAD\$2,200,375.58 and USD\$1,305,517.93, together with interest, fees and costs to the date of payment. At the same time, the Bank also issued a Notice of Intention to Enforce Security to Dallata pursuant to Section 244 of the BIA. Attached hereto and marked as Exhibit "M" are true copies of the Dallata demand letter and Section 244 BIA Notice of Intention to Enforce Security.
25. On February 13, 2013, the Bank also demanded payment from Mr. Hamid pursuant to the Guarantee of all amounts then outstanding under the Credit Facilities, as described above. Attached hereto and marked as Exhibit "N" is a true copy of the demand letter issued to Mr. Hamid.

Events Necessitating the Within Application

26. Pursuant to s. 4 of an "Agreement as to Loans and Advances and Security Therefor" dated October 24, 2011 and signed by Mr. Hamid on behalf of Dallata (the "**Loan Agreement**"), Dallata was required to pay or transfer the proceeds of all of its sales to the Bank forthwith. Attached hereto and marked as Exhibit "O" is a true copy of the Loan Agreement.
27. In September 2012, it became apparent that almost no deposits were being made into Dallata's account at HSBC. The Bank brought this issue to the attention of Mr. Hamid by email on September 21, 2012. Mr. Hamid advised that Dallata's business cycle did not allow him to make deposits into Dallata's account at HSBC, since funds generated

from sales abroad are used to purchase additional products in local currency, which are then sold by Dallata in that locality. On or about October 2, 2012, the Bank reduced the limit on Dallata's operating facility in accordance with its contractual rights pursuant to the Credit Facility Letter. Attached hereto and marked as Exhibit "P" is a true copy of the email correspondence between the Bank and Mr. Hamid dated October 2, 2012.

28. I am advised by Mr. Reichenbach, Assistant Vice President with HSBC, that the Bank proceeded to discuss this issue with Mr. Hamid over the ensuing months. Mr. Hamid made the following representation to the Bank in an email dated September 24, 2011, which is included in Exhibit "P":

I will make real effort in the next couple of months to try move more deposits into the account I will make sure by Feb. I will move at least 30% of the deposits into the accounts.

29. Dallata failed to make any material deposits into its account with HSBC and its account was subsequently transferred to the Bank's Special Credit Department. Attached hereto and marked as Exhibit "Q" is a true copy of further email correspondence between Steve Reichenbach of HSBC and Mr. Hamid dated December 12, 2012.
30. Upon the Dallata account being transferred to the Special Credit Department of the Bank, Brian Pettit of the Bank's Special Credit Department, Richard Penstone of the Bank and I attended the Premises to meet with Mr. Hamid on February 12, 2013.
31. The Premises appeared to be a "rent an office" space that does not permanently house the operations of Dallata. A subsequent internet search confirmed that the Premises is, in fact, a rental office. Attached hereto and marked as Exhibit "R" is a true copy of the internet rental listing for the Premises.

32. At the meeting on February 12, 2013, Mr. Pettit and I asked Mr. Hamid a number of questions about Dallata's business activities, where the collateral secured by the Dallata Security was located, the names of its employees and the names of its major suppliers. Mr. Hamid refused to disclose the location of Dallata's inventory or the names of Dallata's employees. Mr. Hamid informed us that his major suppliers were farmers named Rick and John.
33. Mr. Pettit advised Mr. Hamid that the Bank wanted to have the amounts owing to it by Dallata under the Credit Facilities repaid. Mr. Hamid responded that Dallata would need six to eight weeks to tell the Bank what it could arrange. Mr. Hamid then advised that he would be leaving the country for that period. Mr. Pettit asked Mr. Hamid whether he could ask one more question. Mr. Hamid refused Mr. Pettit's request and asked us to leave.
34. In light of the meeting with Mr. Hamid, Chuck Perry from HSBC's Security & Fraud Risk Department attended to investigate the Warehouse. I am advised by Mr. Perry and do verily believe that he attended at the Warehouse on or about February 23, 2013. Mr. Perry advised me that a sign on the door of the Warehouse bore the name of another company owned by Mr. Hamid, Hafez Imports Corporation. Mr. Perry advised me that he spoke with someone from a neighbouring unit who indicated that there was very little activity at the Warehouse.
35. A number of concerns have caused me to believe that the existence of the collateral secured by of the Dallata Security is highly questionable. Notwithstanding business operations having a reported \$87.8 million in annual revenue a mere six years following

incorporation, Dallata has made very few deposits in its accounts at HSBC in the last five months. By way of comparison, for the 15 months from November 2011 to February 2013, Dallata made approximately \$1 million of deposits and for the last five months, Dallata has only made \$154,000 of deposits. In addition, any collateral in Ontario appears to have been moved out of the locations previously advised to the Bank.

Communication with Dallata since Issuance of the Demands

36. After the issuance of the demands to Dallata and Mr. Hamid on February 13, 2013 described above, I was advised by the Bank's counsel, Alana Shepherd of Thornton Grout Finnigan LLP, that on February 28, 2013, she was contacted by counsel to Dallata and Mr. Hamid, Brendan Bissell of Goldman, Sloan, Nash and Haber LLP.
37. Ms. Shepherd then received an email of the same date from Mr. Bissell regarding Dallata's position with respect to the Bank's rights. Attached hereto and marked as Exhibit "S" is a true copy of the email sent by Mr. Bissell to Ms. Shepherd dated February 28, 2013.

HSBC's Application for the Appointment of the Receiver

38. A number of concerns arose contemporaneously with those described herein in connection with an investigation of Dallata conducted by the Bank's Investigations and Physical Security – Security & Fraud Risk Department. Those concerns are described in greater detail in the Affidavit of Richard A. Penstone, sworn in support of this application (the "**Penstone Affidavit**"). As the application for the appointment of a receiver is being brought *ex parte*, and in view of the nature of the evidence contained in the Penstone Affidavit, the Bank is requesting a sealing Order with respect to the Penstone Affidavit,

to provide the Respondents with an opportunity to respond to the evidence contained therein if they choose, before same becomes unsealed and publicly available. An unredacted, unsealed sworn copy of the Penstone Affidavit will be provided to counsel for the Respondents following the granting of any Order on this application.

39. Given the lack of deposits to its HSBC account, there is a risk that Dallata is depositing its receivables in accounts maintained at another financial institution. If a Receiver is appointed by the Court on this application, the Receiver could immediately make inquiries, notify other financial institutions, and request that any such funds in accounts in the name of Dallata be frozen or delivered to the Receiver, for the benefit of Dallata's creditors.
40. The vast majority of Dallata's business appears to be focused on international markets. Once its investigation of Dallata's business at other Canadian financial institutions is complete, the Receiver (or HSBC as applicant) may seek further relief in the proceeding to facilitate the recognition of the Receiver's appointment by the Court abroad, to continue its investigation of Dallata's business.
41. HSBC has stopped advancing further funds to Dallata in view of its present financial circumstances, but it will make funding available to the Receiver in accordance with the terms of the draft Order sought on this application.
42. The Bank requests that the Receiver be appointed, as it is just and convenient in the circumstances and it is necessary to protect the collateral subject to the Bank's security interest, and the interests of any other creditors or third parties who may have dealings with Dallata or Akram Hamid.

43. I swear this affidavit in support of an application by HSBC Bank Canada for the appointment of Deloitte as the Receiver and as Personal Receiver and for no other or improper purpose.

SWORN before me at the City of Toronto,
in the Province of Ontario, this 11th day of
March, 2013.



Commissioner for Taking Affidavits

Alana V. Shepherd



JOHN BORCH

HSBC BANK CANADA

Applicant

- and -

**DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID**

Respondents

Court File No.:

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

Proceedings commenced at **Toronto**

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Lawyers for HSBC Bank Canada

APPENDIX “D”

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF Section 243(1) of the *Bankruptcy and
Insolvency Act*, R.S.C. 1985, c. B-3, as amended and Section
101 of the *Courts of Justice Act*, R.S.O. 1990 c.C-43, as
amended

HSBC BANK CANADA

Applicant

- and -

DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID

Respondents

AFFIDAVIT OF RICHARD A. PENSTONE
(Sworn March 12, 2013)

I, **Richard A. Penstone**, of Scugog Township, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Senior/Regional Manager in the Investigations and Physical Security – Security & Fraud Risk Department (“S&FR”) of HSBC Bank Canada (“HSBC” or the “Bank”) and as such I have knowledge of the matters to which I depose herein. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have obtained facts from other sources, I have indicated the source and I believe those facts to be true.
2. This affidavit is sworn in support of an *ex parte* application by the Bank for an order appointing Deloitte & Touche Inc. (“Deloitte”) as the receiver (the “Receiver”) of the

property, assets and undertaking of Dallata Consulting Group Ltd. (“**Dallata**”) pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) and Section 101 of the *Courts of Justice Act* (Ontario) and an order appointing Deloitte the Receiver, without security, pursuant to Section 101 of the CJA of the property of Akram Hamid, wherever situate, including any proceeds thereof.

3. This affidavit is sworn in conjunction with the Affidavit of John Borch sworn March 11, 2013. Unless otherwise defined, capitalized terms shall have the meanings ascribed to them in the Affidavit of John Borch sworn March 11, 2013.
4. John Borch of the Bank’s Special Credit Department contacted me and Chuck Perry of S&FR on or about February 7, 2013 with respect to Dallata. Mr. Borch indicated that the Bank was concerned about the existence and value of collateral subject to its security granted by Dallata. In particular, Mr. Borch noted that Dallata’s deposit activity into its bank accounts with HSBC had decreased significantly around September 2012. Given the size of Dallata’s reported revenue of \$87.8 million and the international nature of its business, Mr. Borch requested that Mr. Perry and I commence an investigation of Dallata on behalf of the Bank.
5. In the course of the investigation, I have engaged in the activities described herein, I have reviewed the Bank’s file, and I have reviewed records of Dallata’s accounts with HSBC, namely Account No. 052-426386-001 (the “**Operating Account**”) and Account No. 052-426386-070 (the “**USD Account**”).
6. On March 7, 2013, the Bank engaged Deloitte as its consultant to aid in the investigation of Dallata. Attached hereto and marked as Exhibit “A” is a true copy of the engagement

letter of Deloitte with respect to its role as financial consultant to the Bank dated March 7, 2013.

Dallata's RBC Bank Statements

7. Beginning on February 7, 2013, Chuck Perry and I conducted an investigation relating to Dallata's accounts with HSBC commencing with the transfer of the Credit Facilities from Royal Bank of Canada ("**RBC**") to HSBC on October 19, 2011 (the "**Refinancing**").
8. As part of the Refinancing the Bank requested that Mr. Hamid provide copies of Dallata's bank statements for its accounts with RBC, in order to review the level of activity in the accounts. From my review of the Bank's file, Mr. Hamid appears to have provided two different copies of Dallata's RBC bank statements to HSBC as follows:
 - (a) by email from Mr. Hamid to Mr. Asghar of HSBC on September 19, 2011 at 4:50 p.m., a copy of which is attached hereto as Exhibit "**B**" ("**Dallata Version 1**"); and
 - (b) by hand delivery to Shehzad Asghar of the Bank by Mr. Hamid after September 19, 2011, a copy of which is attached hereto as Exhibit "**C**" ("**Dallata Version 2**" and collectively with Dallata Version 1, the "**Dallata Versions**").
9. I am advised by Mr. Asghar that the Dallata Versions were delivered to the Bank by Mr. Hamid in connection with the Refinancing before October 25, 2011. Dallata Version 1 contained partial bank statements for the periods ended:
 - (a) March 31, 2011 (both CAD and USD accounts);
 - (b) May 31, 2011 (both CAD and USD accounts); and
 - (c) August 31, 2011 (CAD account).

10. I am advised by Mr. Asghar that Mr. Hamid was asked to provide more fulsome bank statements after the delivery of Dallata Version 1, and Mr. Hamid subsequently hand delivered Dallata Version 2, which contained partial bank statements for the periods ending:
 - (a) July 29, 2011 (CAD account);
 - (b) August 31, 2011 (CAD account); and
 - (c) September 30, 2011 (CAD account).

11. On February 28, 2013, in connection with the investigation by S&FR, I contacted RBC and asked RBC to verify the Dallata Versions of the account statements for the relevant periods. In response, RBC sent me copies of Dallata's actual RBC bank statements for the same period as those provided by Mr. Hamid (the "RBC Version"). Attached hereto and marked as Exhibit "D" is a true copy of the RBC Version of the bank statements, as described in greater detail below.

12. I made the request to RBC in accordance with the protocol of the Bank Crime Prevention and Investigation Office (the "BCPIO") of the Canadian Bankers Association. The BCPIO has been designated as an investigative body under the *Personal Information Protection and Electronic Documents Act* (Canada) that is overseen by the Privacy Commissioner of Canada.

13. Below is a summary of the differences between the Dallata Versions provided to the Bank by Mr. Hamid on behalf of Dallata, and the RBC Version of Dallata's bank statements for its accounts with RBC:

RBC Account number 06722 104-126-8 (CAD Funds)

Statement Period	RBC Version	Dallata Version 2
June 30, 2011 to July 29, 2011	Pages 1-6 provided	Pages 1-3 provided
Opening balance	\$ 359.31	\$ 359.31
Total deposits & credits	+ 72,758.05	+ 603,402.05
Total cheques & debits	- 71,441.85	- 602,085.85
Closing balance	= 1,675.51	= 1,675.51
July 29, 2011 to August 31, 2011	Pages 1-8 provided	Page 1 provided
Opening balance	\$ 1,675.51	\$ 1,675.51
Total deposits & credits	+ 132,525.85	+ 891,154.85
Total cheques & debits	- 133,573.38	- 892,202.38
Closing balance	= 627.98	= 627.98
August 31, 2011 to September 30, 2011	Pages 1-3 provided	Pages 1-2 provided
Opening balance	\$ 627.98	\$ 627.98
Total deposits & credits	+ 65,574.67	+737,681.67
Total cheques & debits	- 66,202.65	- 737,438.43
Closing balance	= 0.00	= 243.24

14. The Bank has noted a number of inconsistencies between the Dallata Versions and the RBC Version, each of which is shaded above. The inconsistent data has the effect of showing a substantially increased level of account activity during the period of the statement. There appear to be no numerical discrepancies between Dallata Version 1 and the RBC Version, However, I note that Dallata Version 1 displays the formatting inconsistencies described below and that only the first page of each statement was provided to the Bank.

15. Further, in comparing the Dallata Versions to the RBC Version, I have noted a number of formatting inconsistencies. In particular, the Dallata Versions all share the following demarcations not found on the RBC Version:

- (a) numbers above Dallata's address;
 - (b) bar code printed vertically next to the Account Summary section;
 - (c) numbers printed vertically next to Account Activity Details section; and
 - (d) line at the bottom of the page has a curved design instead of straight.
16. In comparing the Dallata Versions to the RBC Version received directly from RBC, it would appear that the Dallata Version 2, as provided by Mr. Hamid, has been falsified. The information that has been altered gives the appearance that substantially more account activity has occurred with respect to Dallata's accounts at RBC during the periods noted above.
17. The increased account activity would have weighed in favour of Dallata at the time that HSBC was considering whether to complete the Refinancing and on what terms. The Bank was provided with this information as part of the Refinancing, and the Bank relied on this information in doing so.

Dallata's Accounts Receivable

18. Since Dallata doesn't appear to have a permanent office location, files or business records to examine, S&FR has contacted certain of Dallata's account debtors to verify representations made by Mr. Hamid to the Bank about Dallata's accounts receivable in connection with the Refinancing and thereafter.
19. Mr. Hamid provided a list of Dallata's accounts receivable to the Bank most recently on or about January 30, 2013 (the "AR Listing"). Attached hereto and marked as Exhibit "E" is a true copy of the AR Listing.

20. The AR Listing contains the names of eight Canadian companies as account debtors of Dallata, but their addresses and contact information were not included. I verified the addresses of the Account Debtors through internet searches. I determined that four of the listed account debtors are located in Vancouver. I am advised by Sandy Smith, Senior Manager of S&FR of the Bank's Vancouver office, that he met with representatives from the following account debtors and gathered the following information:

- (a) **Jasmine Foods - Canada ("Jasmine")**: I am advised that Mr. Smith met with Cassim Behra, a Partner/Manager of Jasmine on February 26, 2013. I am advised that Mr. Behra indicated that Jasmine had conducted only one transaction with Dallata in October 2011 in which Jasmine purchased approximately \$3,100 of packaged food. Mr. Behra further advised that \$1,900 worth of food was returned and the balance of the account was paid. On the AR Listing, Jasmine is listed as owing Dallata approximately \$323,000 as at December 2012.
- (b) **Acclaro Corp. ("Acclaro")**: I am advised that Mr. Smith met with Sukhprit Sajan, an Accountant with Acclaro on February 26, 2013. I am advised by Mr. Smith that Mr. Sajan indicated that Acclaro is a mining and environmental engineering firm and that Acclaro had no record of any business with Dallata. On the AR Listing, Acclaro is listed as owing Dallata approximately \$178,000 as at December 2012.
- (c) **Fisher & Associates Solutions Inc. ("Fisher")**: I am advised by Adam Laiken of Deloitte that he had a telephone conversation with Patricia Fisher of Fisher, a medical training and consulting firm, on March 7, 2013. I am advised by Mr. Laiken that Ms Fisher had not heard of Dallata, but advised that she met with Mr.

Hamid approximately two years ago. Mr. Hamid offered to provide services for one of Fisher's products, but Fisher rejected his offer. Fisher is listed as owing Dallata approximately \$347,000 on the AR Listing.

- (d) **ATI-Composites Inc. ("ATI"):** I am advised Mr. Laiken of Deloitte that he also had a telephone conversation with M.J. Mabey, owner of ATI, a company that develops building products, systems and fire-retardant components, on March 7, 2013. I am advised by Mr. Laiken that Mr. Mabey had not heard of Dallata or Mr. Hamid. ATI is listed as owing Dallata approximately \$167,000 on the AR Listing.

The Bank's investigation into the other account debtors of Dallata is ongoing. The information gathered with respect to the account debtors listed above causes me to have serious doubts as to the validity of the AR Listing.

Dallata's Dispersals

21. I have also reviewed various transactions on Dallata's Operating Account and its USD Account. The Bank's file contains an HBCnet Customer Agreement dated October 6, 2011 and submitted by Dallata, which authorizes Mr. Hamid and Amal Sharabi (his wife) to initiate wire transfers from Dallata's accounts with HSBC. Attached hereto and marked as Exhibit "F" is a true copy of the HBCnet Customer Agreement dated October 6, 2011 in respect of Dallata.
22. It appears that Dallata has made a number of significant dispersals from its Operating Account and its USD Account with HSBC as follows (collectively, the "Transfers"):
- (a) a total of CAD\$95,000 and USD\$100,000 transferred to Mr. Hamid as follows:

- (i) \$25,000 from the Operating Account on October 27, 2011;
 - (ii) \$70,000 from the Operating Account on February 23, 2012; and
 - (iii) USD\$100,000 from the USD Account on June 22, 2012;
- (b) a total of CAD\$10,000 and USD\$350,000 transferred to Amal Sharabi, Mr. Hamid's wife, as follows:
- (i) \$5,000 from the Operating Account on November 1, 2011
 - (ii) \$5,000 from the Operating Account on December 7, 2011;
 - (iii) USD\$250,000 from the USD Account on September 24, 2012;
 - (iv) USD\$100,000 from the USD Account on November 16, 2012;
- (c) a total of \$29,126.68 transferred to BMO as payments on Amal Sharabi's personal MasterCard as follows:
- (i) \$6,952.83 from the Operating Account on November 15, 2011;
 - (ii) \$8,474.49 from the Operating Account on December 13, 2011;
 - (iii) \$3,593.33 from the Operating Account on March 19, 2012; and
 - (iv) \$10,106.03 from the Operating Account on April 17, 2012;
- (d) a total of USD\$305,662 transferred to Amjad Hamid as follows:
- (i) USD\$223,692.00 from the USD Account on June 29, 2012; and
 - (ii) USD\$81,970.00 from the USD Account on November 16, 2012;
- (e) a total of CAD\$170,184.81 and USD\$515,000 transferred to three companies that Mr. Hamid owns or controls as follows:

- (i) to Hafez Imports Corporation:
 - A. \$130,184.81 from the Operating Account on November 7, 2011;
and
 - B. \$5,000 from the Operating Account on August 29, 2012;

- (ii) to Dallata Consulting Group:
 - A. USD\$5,000 from the USD Account on November 16, 2011;
 - B. USD\$5,000 from the USD Account on December 29, 2011;
 - C. USD\$5,000 from the USD Account on February 24, 2012;
 - D. USD\$5,000 from the USD Account on March 12, 2012;
 - E. USD\$5,000 from the USD Account on April 12, 2012;
 - F. USD\$5,000 from the USD Account on May 12, 2012; and
 - G. USD\$5,000 from the USD Account on June 4, 2012;

- (iii) to H. Hamam for Import Export and Trade:
 - A. USD\$15,000.00 from the USD Account on May 10, 2012;
 - B. USD\$15,000.00 from the USD Account on May 18, 2012;
 - C. USD\$5,000.00 from the USD Account on June 4, 2012;
 - D. USD\$100,000.00 from the USD Account on June 21, 2012;

- E. USD\$100,000.00 from the USD Account on July 10, 2012;
- F. USD\$100,000.00 from the USD Account on July 24, 2012;
- G. USD\$100,000.00 from the USD Account on September 7, 2012;
- H. USD\$50,000.00 from the USD Account on November 14, 2012;
and
- I. USD\$50,000.00 from the USD Account on November 16, 2012;

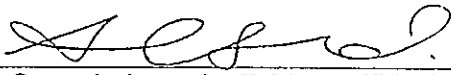
Attached hereto and marked as Exhibit "G" is a summary prepared by the Bank of its records of the Transfers. Hafez Imports Corporation is listed as an associate company on the HSBCnet Agreement attached at Exhibit "F", which Mr. Hamid signed as the President of Hafez Imports Corporation. The website for H. Hamam for Import Export and Trade, a copy of which is attached hereto and marked Exhibit "H", lists Mr. Hamid as its CEO. Given the significant amounts and the recipients of the Transfers, further investigation of the Transfers is required.

23. On October 19, 2012, Mr. Hamid attempted to make two wire transfer payments as follows:
- (a) \$250,000 to Amal Sharabi (his wife); and
 - (b) \$250,000 to Thai Bae International Co. Ltd.

The Bank did not allow Dallata to make such wire transfers. Attached hereto and marked as Exhibit "I" is a true copy of HSBC's record of the attempted wire transfers by Dallata on October 19, 2012.

24. As a result of the S&FR investigation described herein, the Bank is of the view that information and documentation provided by Dallata to HSBC has been altered or falsified. The reliability of the information provided by Dallata described herein is therefore highly questionable. Such information was provided by Dallata in the expectation that the Bank would rely upon it in entering into the Refinancing and in continuing to make financing available to Dallata, and the Bank did so. Given the lack of deposits into Dallata's accounts with HSBC since September, 2012 and the activity noted above, HSBC is at risk of not recovering the funds loaned to Dallata.
25. The appointment of the Receiver by the Court would allow a more fulsome review of Dallata and Mr. Hamid to be conducted. Such a review may prevent third parties or other creditors from incurring future losses in dealing with Dallata or Mr. Hamid.
26. I swear this affidavit in support of an application by HSBC Bank Canada for the appointment of Deloitte as Receiver of Dallata and of Mr. Hamid and for no other or improper purpose.

SWORN before me at the City of Toronto,
in the Province of Ontario, this 12th day of
March, 2013.



Commissioner for Taking Affidavits
Alana V. Shepherd



RICHARD A. PENSTONE

IN THE MATTER OF Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C-43, as amended

HSBC BANK CANADA

Applicant

- and -

**DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID**

Respondents

Court File No.:

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

Proceedings commenced at **Toronto**

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Lawyers for HSBC Bank Canada

APPENDIX “E”

Court File No. CV-13-10040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID

Respondents

FIRST REPORT OF THE RECEIVER

JUNE 14, 2013

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Appendix "L"	Hamid spreadsheet outlining a plan for future receipts that can be used to repay creditors
Appendix "M"	Newspaper Article dated May 5, 2013 with respect to Mr. Kutum
Appendix "N"	ICAO Discipline and Appeal Committee hearing materials with respect to Mr. Kutum

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID

Respondents

FIRST REPORT OF THE RECEIVER

JUNE 14, 2013

INTRODUCTION

1. This First Report of the Receiver (the “**First Report**”) is filed by Deloitte & Touche Inc. (“**Deloitte**”), in its capacity as receiver of all of the property, assets and undertaking of Dallata Consulting Group Ltd. (“**Dallata**”) and the receiver of the property, assets and undertaking of Akram Hamid (collectively, the “**Receiver**”).
2. Deloitte was appointed the receiver of the property, assets and undertakings of Dallata pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated March 13, 2013 (the “**Dallata Order**”). The Dallata Order is attached hereto as **Appendix “A”**. Deloitte was also appointed receiver, without security, of the property of Akram Hamid, wherever situate, including any proceeds thereof, pursuant to a second Order of the Court dated March 13, 2013 (the “**Hamid Order**”). The Hamid Order is attached hereto as **Appendix “B”**.
3. The application to appoint Deloitte as Receiver over Dallata and Mr. Hamid was brought by the secured creditor of Dallata, HSBC Bank Canada (“**HSBC**”). As of the date of the receiverships, Dallata was indebted to HSBC pursuant to a secured demand credit facility in the

amounts of CAD\$2,200,375.58 and USD\$1,305,517.93. Mr. Hamid had personally guaranteed the indebtedness of Dallata to HSBC to a maximum of \$4 million.

4. Prior to bringing the application to appoint Deloitte as Receiver, HSBC had engaged Deloitte as financial consultant with respect to Dallata as described in the Affidavit of John Borch sworn March 11, 2013 (the "Borch Affidavit"), previously filed with the Court. The Affidavit of Richard A. Penstone sworn March 12, 2013 (the "Penstone Affidavit") was also previously filed with the Court in this proceeding. The Court sealed the Penstone Affidavit pursuant to paragraph 32 of the Dallata Order pending further order of the Court.

5. Upon the Receiver's appointment, Dallata and Mr. Hamid advised the Court that they planned on bringing a motion to revise the relief granted in the Dallata Order and the Hamid Order and to address the issue of the sealed Penstone Affidavit. Dallata and Mr. Hamid subsequently advised the Court and the Receiver that they would not be bringing such a motion.

6. As described in this First Report, the Receiver has attempted to locate Dallata's assets without success. The relief sought by the Receiver described in this First Report is intended to aid the Receiver's investigation of Dallata with a view to recovering some value for its creditors.

PURPOSE OF THIS FIRST REPORT

7. The purpose of this First Report is to provide the Court with an evidentiary basis upon which an Order is sought:

- (a) approving the activities of the Receiver to the date of the First Report, as described herein;
- (b) unsealing the Penstone Affidavit;
- (c) requiring Mr. Hamid to provide detailed travel plans for the next six months and confirmation as to when he expects to return to Canada;
- (d) authorizing the Receiver to file an assignment in bankruptcy for Dallata for the general benefit of creditors on behalf of Mr. Hamid in his capacity as the sole

officer and director of Dallata, and to do all such things on behalf of Dallata to effect the assignment in bankruptcy;

- (e) instructing any bank holding accounts in the name of Macro Sigma to freeze the accounts and provide the Receiver with detailed account statements;
- (f) referring this matter to the police for investigation; and
- (g) requiring Vig Law Professional Corporation to provide a full accounting of the funds it received by or on behalf of Mr. Hamid and Dallata within seven days of the date of any Order;

all of which is sought by the Receiver in its Notice of Motion herein, and in support of an Order sought by the Applicant for an Order as set out in its separate Notice of Motion herein:

- (h) lifting the stay of proceedings as it relates to Mr. Hamid for the purpose of allowing the Applicant to have an Application for Bankruptcy Order issued in respect of Mr. Hamid, and providing for service of same in accordance with the draft Order filed herewith.

TERMS OF REFERENCE

8. Capitalized terms not defined in this First Report are as defined in the Dallata Order. All references to dollars are in Canadian currency unless otherwise noted.

9. A copy of this First Report and all Orders and Endorsements issued in this proceeding to date have been posted on the Receiver's website at: www.deloitte.com/ca/dallata.

BACKGROUND

10. As described in greater detail in the Borch Affidavit, Dallata was incorporated pursuant to the laws of Canada on March 24, 2006. Its registered head office is a rented condominium at 2285 Lake Shore Boulevard West, #1208, Etobicoke, Ontario, M8V 3X9. Dallata began operations as a business consulting company that provided advice on how to compete in the

international marketplace. However, its primary business evolved into conducting trade in food products and the development of a food brand, Zarina.

11. Dallata's website indicates that its operations were based in Toronto with branch offices in Egypt, Jordan, Syria, New Zealand and the United States. The Affidavit of John Borch sworn March 11, 2013 (without exhibits) is attached hereto as Appendix "C".

ACTIVITIES OF THE RECEIVER

Contacting Banks in Canada, the Middle East and New Zealand

12. Upon the appointment of the Receiver, the Receiver emailed and couriered copies of the Dallata Order and the Hamid Order, along with a covering letter to in-house legal counsel for the Royal Bank of Canada ("RBC"), Toronto-Dominion Bank ("TD"), Bank of Nova Scotia, Bank of Montreal ("BMO") and Canadian Imperial Bank of Commerce ("CIBC"). The covering letter explained the effect of the Dallata Order and the Hamid Order, and instructed the recipients to freeze any accounts in the name of Dallata or Mr. Hamid, provide account statements and contact the Receiver if any activity is attempted in such accounts. The form of the Receiver's covering letter is attached hereto as Appendix "D".

13. The Receiver also sent similar packages to four specific RBC branches identified by the HSBC Security and Fraud Risk Department, as well as the RBC branch across the street from Dallata's registered head office and the branch listed on the bank statements provided to HSBC during the credit application process.

14. In addition to the above, Deloitte professionals in relevant countries sent the Dallata Order and the Hamid Order with the Receiver's cover letter to certain banks in the Middle East and New Zealand to which Dallata had previously sent funds, as indicated by HSBC's pre-receivership analysis of disbursements from accounts at HSBC.

15. Each of the Canadian banks has responded to the Receiver as follows:

- (a) RBC informed the Receiver that the only amount remaining at their institution was \$1,083.72 in a deposit account, which it has forwarded to the Receiver.

- (b) TD sent account statements for three personal accounts, showing a total balance of negative \$96.12 across the three accounts and noted that there were no corporate accounts listed for Dallata.
- (c) The Bank of Nova Scotia responded saying that they have no accounts in the names of the Debtors.
- (d) BMO responded that the only accounts were two MasterCards in Mr. Hamid's name that it was going to freeze.
- (e) CIBC provided statements for a MasterCard, a corporate Visa and one bank account with a balance of negative \$6.

Copies of the responses of the Canadian banks are attached hereto as **Appendix "E"**.

16. The banks in the Middle East that responded both stated that local laws did not allow them to recognize the Orders and also refused to provide information as to whether there are any accounts in either Dallata's or Mr. Hamid's name at their institutions. Both banks in New Zealand responded that they do not have any accounts for the Debtors. Copies of the responses of the banks in the Middle East and New Zealand are attached hereto as **Appendix "F"**.

Meeting with Mr. Hamid

17. The Receiver met with Mr. Hamid on March 18, 2013 at the registered head office of Dallata. The Receiver's primary objectives for the meeting were: securing Dallata's books and records and any financial information held by Mr. Hamid; understanding how Dallata had used the funds advanced by its operating lender HSBC; and determining the existence and value of assets on which to realize for the benefit of the creditors.

18. Mr. Hamid informed the Receiver that all of Dallata's corporate records were stored in the locker of the condominium. Mr. Hamid also informed the Receiver that the primary Dallata computer was his personal laptop which had been stolen less than a week prior to the meeting and that no backup copy was ever made. The Receiver reviewed files on a desktop computer at the premises; however, the only files that appeared to be stored on the desktop computer related to Mrs. Hamid's business, Hijab World, a clothing importer.

19. The Receiver inquired with OfficeExec, the owner of the office space formerly rented by Dallata and occasionally listed as its head office, as to whether any books, records or assets were stored on site. The representative of OfficeExec confirmed that there was nothing stored at their location by Dallata.

20. The Receiver asked Mr. Hamid a number of questions relating to Dallata's financial statements. According to Mr. Hamid, Dallata's financial statements included results and assets from the following other companies: Dallata Q, an IT company based in Gaza; Orcus Ltd., a beverage company based in New Zealand; H. Ltd., a general trading company based in Saudi Arabia; and Silver Trading, a general trading company based in Qatar (the "Non-Dallata Entities"). Dallata's financial statements do not indicate that any Non-Dallata Entities are consolidated therein.

21. The Receiver advised Mr. Hamid that it is improper to consolidate financial statements of non-related entities. Mr. Hamid did not appear to understand why they could not be consolidated with Dallata when he did not own a majority of the shares of these entities, but was adamant that he did not own the Non-Dallata Entities and only referred them business. He estimated that only 10-20% of the revenue on the financial statements actually relates to Dallata's operations. Mr. Hamid provided no financial records to support the compilation and consolidation of these financial statements because, he advised, the financial statements were produced from conversations with his accountant in Egypt.

Dallata's Accounts and Dispersals

22. The Receiver questioned Mr. Hamid on the nature of transactions detailed in Appendix G of the Penstone Affidavit. The following is a summary of Mr. Hamid's responses to the Receiver's questions regarding these material disbursements from Dallata's accounts at HSBC:

- (a) **Amal Sharabi** (\$350,000 USD) – Mr. Hamid indicated that this money was sent to his wife in Egypt to pay for flour to sell to potential customers.
- (b) **Amjad Hamid** (\$305,662 USD) – Mr. Hamid advised the Receiver that Amjad Hamid is his brother and that these payments represent the partial repayment of a loan. When the Receiver questioned the propriety of this repayment given the

bank debt and working capital constraints, Mr. Hamid's response was that he had "promised to repay" the loan.

- (c) **Dallata Consulting Group, Gaza (\$35,000 USD)** – Mr. Hamid indicated that these payments were made in respect of the development of a customer relations management software program that is expected to be ready in five months.
- (d) **Amany Elhadary (\$30,000)** – Mr. Hamid indicated that this payment was made to a dentist to develop cheaper dental tools in Pakistan for use in Syria. This project is said to be on hold due to the war in Syria.
- (e) **Donna Hiscock (\$63,700 USD)** – Mr. Hamid indicated that these payments were made for three thoroughbred horses that were transported to Libya for resale. One was accidentally shot dead, and the other two are for sale; however, Mr. Hamid further reported that one horse is currently ill from the trip to Libya.
- (f) **Ed Basset (\$100,000)** – Mr. Hamid stated that Mr. Basset is an independent contractor based in Egypt who was paid for assisting Dallata in obtaining "Vendor of Record" status with the United Nations. The HSBC Security and Fraud Risk Department subsequently discovered that the \$100,000 remained in an account owned by Mr. Basset at HSBC in Canada with only the interest earned being transferred to Mr. Basset's personal chequing account. On May 7, 2013, the HSBC Security and Fraud Risk Department met with Mr. Basset and reported to the Receiver that Mr. Basset stated that the money was a repayment for funds he provided to Dallata for a failed business deal. Mr. Basset reported that the funds were supposed to be used to purchase Bashaw Processors but he grew uncomfortable with the legitimacy of the arrangement and pressured Mr. Hamid to repay him.
- (g) **H. Hamam (\$535,000 USD)** – Mr. Hamid stated that H. Hamam is not a related company and that it acts as Dallata's agent in Egypt because Dallata is not licensed to trade in Egypt. Mr. Hamid does not have any records supporting this amount paid to H. Hamam or to validate how much of Dallata product is currently held by H. Hamam or whether any amounts are owing from H. Hamam to Dallata. In a subsequent email dated April 9, 2013, Mr. Hamid indicated to the Receiver

that H. Hamam is holding 12.5 metric tons of flour owned by Dallata. A copy of the email from Mr. Hamid to the Receiver dated April 9, 2013 is included with all communications between the Receiver and Mr. Hamid, attached hereto as Appendix "G". On April 22, 2013, \$4,965.08 was deposited in the Receiver's trust account by H. Hamam. We have not received any support for this figure. However, Mr. Hamid stated that it was payment for selling the flour owned by Dallata.

- (h) **Macro Sigma (\$236,000)** – Mr. Hamid indicated to the Receiver that Macro Sigma was a Canadian trading company with connections in the Middle East. Following the Receiver's meeting with Mr. Hamid, the Receiver met with Imad Kutum, C.A. (as described below) and gathered more information about Macro Sigma. Mr. Kutum opined on Dallata's December 31, 2010 financial statements and was then a Licensed Public Accountant. The Receiver was informed by Mr. Kutum that he owns Macro Sigma and that these payments were for the repayment of working capital loans provided by Macro Sigma and Mr. Kutum when Dallata did not have the funding available under its former loan facility with RBC, as well as for commissions for completed transactions in which he assisted. Contrary to Mr. Hamid's representation to the Receiver that he had no other creditors, Mr. Kutum stated that Macro Sigma is still owed approximately \$70,000 by Dallata.
- (i) **RA Zone (\$98,000)** – Mr. Hamid indicated that this payment was to a consulting company that planned to create a school campus in Syria based on the Canadian education system. However, due to the current conflict in Syria, Mr. Hamid indicated that this project is "on hold". The Receiver conducted a corporate search of RA Zone; while Mr. Hamid is not an officer of RA Zone, his Toronto condominium is the listed as the registered office. A copy of the corporate search of RA Zone is attached hereto as Appendix "H".
- (j) **Vig Law Professional Corporation (\$235,000)** – Mr. Hamid explained that this payment was part of a transaction whereby he provided Canadian funds to a Dr. Samah from Egypt to purchase a house in Canada and, in return, he received

Egyptian Pounds. Mr. Hamid indicated that he then used those Egyptian Pounds to purchase industrial property in Egypt. However, Mr. Hamid informed the Receiver that the transaction in Egypt fell through and he lost his money. The Receiver and the Receiver's counsel have contacted Vig Law (based in Toronto, Ontario) to understand the transaction and determine if any of the funds still remain in its trust account. The Vig Law firm has refused to provide details to date.

Mr. Hamid was unable to provide supporting documentation to substantiate any of these disbursements.

Dallata's Assets and Liabilities

23. As described in the Borch Affidavit, Mr. Hamid provided a Certificate of Margin Compliance dated December 31, 2012 to the Bank (the "Margin Certificate"). A copy of the Margin Certificate is attached hereto as Appendix "I".

24. In the Receiver's meeting with Mr. Hamid, Mr. Hamid admitted that the asset values listed on the Margin Certificate provided to the Bank were incorrect as follows:

- (a) The Margin Certificate indicates that Dallata held approximately \$5.6 million of inventory in Saskatchewan and Alberta. Mr. Hamid advised the Receiver that, since it is not growing season, there is likely no Dallata inventory currently held at the farms. The Receiver sent a letter to three suppliers, whose contact information was found in emails received from Mr. Kutum and the Dallata corporate records located in the condominium. On April 19, 2013, the Receiver spoke to a manager at Bashaw Processors Inc. who stated that, despite many attempts by Mr. Hamid, Bashaw Processors has never completed any business with Dallata or Mr. Hamid. The Margin Certificate lists approximately \$1.2 million of fava bean inventory as being located in Bashaw, Alberta; however, when asked if there were other companies in Bashaw with which Dallata might be storing this inventory, the individual responded that Bashaw Processors is the only fava bean processor in a 100 mile radius. He further elaborated that, based on current prices, \$1.2 million of fava bean inventory would represent approximately

3,700 metric tons and in the last four years, Bashaw Processors has never moved more than 1,000 metric tons in a year.

- (b) The Margin Certificate indicates that Dallata held approximately \$1.4 million of inventory at its warehouse in Mississauga. Mr. Hamid advised the Receiver that he estimated that the warehouse in Mississauga only holds \$100,000 in inventory.
- (c) The Margin Certificate lists \$5.5 million in accounts receivable owing to Dallata. Mr. Hamid advised the Receiver that approximately \$150,000 was actually owed to Dallata. Mr. Hamid committed to provide the Receiver with an accurate listing of accounts receivable with contacts. On April 9, 2013, Mr. Hamid advised the Receiver in an email that he does not have this information. A copy of the email from Mr. Hamid to the Receiver dated April 9, 2013 is included hereto in **Appendix "G"**.
- (d) Mr. Hamid advised the Receiver that the \$754,753 in fixed assets listed on the December 31, 2012 Dallata Balance Sheet belonged to the Non-Dallata Entities, whose results were consolidated with Dallata, according to Mr. Hamid.

25. Mr. Hamid submitted a Statement of Assets and Liabilities to HSBC dated September 26, 2011, a copy of which is attached hereto as **Appendix "J"**. The Receiver asked Mr. Hamid about the assets listed thereon. Mr. Hamid explained that the listed 2011 Porsche was leased and is no longer in his possession and the property owned in Damascus was "destroyed by missile attacks".

26. The Receiver asked Mr. Hamid whether Dallata had any other assets that could be realized and he stated that Dallata has three court actions and two GST appeals that are ongoing and would provide funds that could be distributed. Legal counsel for the Receiver was advised by Dallata's former legal counsel, Dentons LLP, that there are only two court actions and two GST appeals and has discussed each of these matters with Dentons LLP. One of the matters resulted in Dallata being awarded default judgement of approximately \$24,000.

27. The Receiver has weighed the costs of pursuing the remaining three actions and has determined that the potential recovery is less than the expected costs to continue pursuit of the

unsettled matters. Therefore, the Receiver has decided to take no action with respect to these matters. On April 11, 2013, the Receiver's legal counsel sent a letter to Dentons informing it of the Receiver's decision with respect to the remaining three matters. The Receiver intends to pursue the default judgement by way of assignment to a collection agency.

28. At the time the Margin Certificate was provided to the Bank, Mr. Hamid provided the Bank with a list of its creditors, a copy of which is included in Appendix "K". Despite the creditors listed by Mr. Hamid at that time, Mr. Hamid advised the Receiver that HSBC was the only creditor of Dallata.

29. On March 18, 2013, the Receiver asked Mr. Hamid if he had a plan to repay his creditors. Mr. Hamid explained that many of his investments in prospective customers and lines of business were close to becoming profitable, but that he would need time to recover funds. Mr. Hamid committed to providing a draft recovery plan to the Receiver within ten days of this meeting. Despite Mr. Hamid's failure to provide this information to the Receiver within ten days of the meeting, the Receiver continued to work with Mr. Hamid to obtain this information as described below.

Further Investigations by the Receiver

30. Given the lack of documentation in Mr. Hamid's immediate possession, the Receiver continued its efforts to investigate Dallata's operations. On March 21, 2013, the Receiver was provided with access to the locker in Mr. Hamid's condominium by his sister, Arwa, and took possession of the nine boxes that Mr. Hamid indicated contained Dallata's financial records.

31. The Receiver reviewed the documents contained in the boxes and determined that they contained very little current financial information that would be helpful in evaluating the recent operations of Dallata and assessing the availability of any current assets or obligations of the Dallata or Mr. Hamid.

32. On March 22, 2013, the Receiver attended at Dallata's warehouse at 1300 Kamato Road, Mississauga (the "Warehouse"). The Warehouse is shared with the lessee, Hafez Imports Corporation ("Hafez"), a related company which the Receiver was advised by Mr. Hamid is controlled by his wife. Hafez pays the rent and keeps some inventory stored there. The Receiver

inspected the Dallata inventory at the Warehouse, which consisted of food items and charcoal imported from various countries in the Middle East.

33. Subsequent to the Receiver's visit to the Warehouse, the Receiver asked Mr. Hamid for a plan to sell the remaining inventory to Dallata's existing sales channels. Mr. Hamid advised the Receiver that he has asked a few stores to take Dallata's product on consignment and sell it at whatever price they can get. The Receiver has yet to receive any funds from the sale of inventory and estimates no recovery from this inventory. For those reasons, the Receiver has not pursued the issue further.

Dallata's Auditors

34. The Receiver met separately with the two auditors that completed the 2010 and 2011 financial statement audits of Dallata on March 22, 2013.

35. Mr. Inad Kutum of Kutum & Associates provided his clean audit opinion on the financial statements for the year ended December 31, 2010 and compiled monthly Notice to Reader reports until December 2011. At the meeting on March 22, 2013, the Receiver asked to review Mr. Kutum's working paper files that supported Dallata's 2010 audited financial statements.

36. Mr. Kutum informed the Receiver that the Dallata working papers in his possession were stored in the basement of his house. Mr. Kutum indicated that his basement experienced a large flood in December 2011 that destroyed all of the Dallata working papers. The only remaining records were some electronic files and emails. The Receiver has reviewed the files provided by Mr. Kutum. There were no current emails or documents; however, the Receiver did identify contact information for potential suppliers in western Canada. Mr. Kutum noted that Mr. Hamid never sent electronic records to him, and brought all the necessary documents in hardcopy form.

37. Mr. Kutum indicated to the Receiver that his audit relied on documents provided by Mr. Hamid and his accountant in Egypt. Mr. Kutum gained comfort over the inventory balances by reviewing signed confirmations. When asked about Mr. Hamid's assertion that the additional companies consolidated on Dallata's statements were not owned by him or Dallata, Mr. Kutum disagreed, stating that he would not have allowed for their consolidation if that was the case.

38. Please see the section entitled "Additional information on Mr. Kutum and Macro Sigma" below for information learned by the Receiver subsequent to this meeting.

39. Mr. Zafar Siddiqui of ZHS-CA Professional Accountants provided his unqualified audit opinion on the financial statements for the year ended December 31, 2011. At the meeting on March 22, 2013, Mr. Siddiqui provided the Receiver with his working paper files; however, there are few source documents or schedules prepared by Dallata in those files. Mr. Siddiqui noted that Mr. Hamid brought all the required documentation in three boxes that Mr. Hamid subsequently retrieved from the ZHS offices in late May 2012, without Mr. Siddiqui's authorization.

40. Similar to Mr. Kutum, Mr. Siddiqui stated that Mr. Hamid represented to him that the Non-Dallata Entities were owned by Dallata and if they were not, he would not have allowed for their consolidation. The ZHS inventory working papers indicate that at December 31, 2011 there was approximately \$166,000 of inventory at the warehouse in Mississauga, compared to the \$610,000 listed on the December 2011 Margin Certificate. As part of ZHS's accounts receivable testing, Mr. Siddiqui noted that he agreed amounts to invoices as well as subsequent receipts. When asked as to which bank statement they confirmed the receipts, Mr. Siddiqui remembered seeing accounts from banks in Jordan and Dubai. The Receiver asked Mr. Hamid to provide these bank statements on two occasions, but he has not provided them to the Receiver to date and has responded to this request by stating that the Receiver has all available records for Dallata.

Subsequent Communications with Mr. Hamid

41. Following the meeting between the Receiver and Mr. Hamid, Mr. Hamid advised that he would be traveling to Egypt to be with his wife who, according to Mr. Hamid, has been undergoing medical treatment. Mr. Hamid has not informed the Receiver of when he plans to return to Canada. All of the Receiver's communications with Mr. Hamid after the meeting of March 18, 2013 have been through email.

42. The Receiver has sent multiple emails to Mr. Hamid in an effort to follow up on requests made during the initial meeting, to locate more information and to further its investigation. Copies of the email correspondence between the Receiver and Mr. Hamid following the meeting on March 18, 2013 are attached hereto as Appendix "G".

43. Mr. Hamid committed to provide specific information relating to a number of issues to the Receiver during the meeting of March 18, 2013 and in the subsequent email communications attached at Appendix "G". The responses to the Receiver's inquiries that have not already been detailed in previous paragraphs of this report, are summarized as follows:

- (a) Mr. Hamid committed to provide a detailed business plan (the "Business Plan") to the Receiver within ten days of the meeting on March 18, 2013. The Receiver did not receive a completed Business Plan within that period. Mr. Hamid stated that his accountant was unable to prepare the Business plan since he is busy with "tax season". The Receiver subsequently provided Mr. Hamid with a template spreadsheet to assist in the preparation of a Business Plan with details on how he intends to repay Dallata's creditors. The completed spreadsheet received from Mr. Hamid is attached hereto as Appendix "L". This spreadsheet shows that Mr. Hamid intends to generate \$30,000 per month for Dallata selling flour to three retailers in the Middle East. However, the Receiver does not currently have any details or assumptions to support that figure. Furthermore, in the Receiver's initial meeting with Mr. Hamid, Mr. Hamid mentioned that he had invested heavily in getting one of those retailers to purchase tuna and not flour.
- (b) The Receiver continues to wait for records showing how the \$350,000 USD sent to his wife in Egypt was spent. Mr. Hamid told the Receiver that his wife continues to undergo medical treatment and is unavailable to assist the Receiver at this time.
- (c) The Receiver continued to request an accurate listing of Dallata's accounts receivable. However, in his most recent communication, Mr. Hamid stated that he cannot find one and the Receiver has all available records.
- (d) When asked about the boxes of information and source documents used to support the 2010 and 2011 audits, Mr. Hamid stated that the Receiver now has all of the records that exist.

- (e) Despite both auditors stating that the Non-Dallata Entities consolidated in the Dallata financial statements were owned by Dallata, Mr. Hamid continues to maintain that they are unrelated companies.
- (f) Mr. Hamid has requested that his contact in Libya sell the horses. However, he now estimates that they will only realize \$20,000 if they are able to sell them at all.
- (g) Mr. Hamid has asked some local retailers to sell some of the inventory at the warehouse, but estimates he will only realize \$15,000 in the next couple of months.

44. The Receiver has engaged investigatory professionals from Deloitte's Middle East offices to arrange a meeting with H. Hamam to understand the nature of its relationship with Dallata and to review documentation supporting the flow of funds between the two organizations. The Receiver is also in the process of planning meetings with the Egyptian accountant named by Mr. Hamid, as well as Mr. Hamid's wife, as soon as she is well enough. Furthermore, the Receiver has asked its Middle Eastern offices to determine if ownership information on the Non-Dallata Entities is available.

PURPOSE AND BENEFITS OF DALLATA'S AND HAMID'S BANKRUPTCY

45. The Receiver has concluded that there are minimal assets of value located in Canada on which to realize for the benefit of creditors. It is the Receiver's opinion that, if there are any exigible assets owned by Dallata, they are likely located in the Middle East.

46. The banks in the Middle East that responded to the Receiver's request to freeze accounts indicated that any action of this nature would require local proceedings. A bankruptcy trustee is more widely recognized in international jurisdictions, thereby making it easier to pursue a local judicial remedy if the Receiver's investigatory professionals in the Middle East determine that there are assets of Dallata or Mr. Hamid that should be realized for the benefit of all creditors.

47. The Receiver also believes that there are specific transactions, such as the payments to Macro Sigma, Amjad Hamid and Amal Sharabi, that should be investigated by a Trustee in

bankruptcy to determine whether they were preferential payments that should be recovered for the general benefit of creditors.

48. A bankruptcy of Dallata and Mr. Hamid will provide a permanent record that is easily searchable by any subsequent party who may have dealings with these parties, in order to cause a further level of inquiry to be undertaken. The Receiver is of the view that there is a general benefit in effecting same.

ADDITIONAL INFORMATION ON MR. KUTUM AND MACRO SIGMA

49. When Mr. Kutum informed the Receiver that he owned Macro Sigma, the Receiver questioned Mr. Kutum on how he was able to provide an audit opinion on a company that owed money to a company that he controlled. Mr. Kutum responded that he had passed three practice inspections from the Institute of Chartered Accountants of Ontario ("ICAO") in previous years.

50. The Receiver informed Mr. Kutum that given the nature of the amounts paid from Dallata to Macro Sigma, the payments might be considered preferences under the *Bankruptcy and Insolvency Act* (Canada).

51. Subsequent to the meeting with Mr. Kutum, the Receiver wrote to the Practice Inspection Committee of the ICAO on the chance that it had selected the Dallata client file as part of its practice inspection and had retained any working papers as part of its practice inspection file. Grant Dickson, the ICAO Director of Practice Inspection, responded that Kutum & Associates was subject to a practice inspection in 2008, 2010 and 2011. However, the Dallata audit file was not selected or retained by the ICAO because it was not included in the client listings provided to it by Mr. Kutum.

52. On May 5, 2013, the Receiver observed a newspaper article which reported that Mr. Kutum was sentenced to two years in prison and a \$100,000 fine for charges relating to preparing false income tax returns for his clients. A copy of the article is attached as Appendix "M".

53. On May 6, 2013, the Receiver discovered that Mr. Kutum is subject to a hearing before the ICAO's Discipline and Appeal Committee on May 15, 2013. Appendix "N" is a copy of the

materials submitted to the Discipline Committee by the ICAO Professional Conduct Committee outlining the allegations against Mr. Kutum. Included in the allegations are specific claims that Mr. Kutum provided services to companies where he knew or should have known that his professional judgment or objectivity was impaired by an influence, interest or relationship in Dallata Consulting Group Limited and Hafez Imports Corporation.

54. Given the business relationships between Mr. Kutum and Mr. Hamid and their companies, as well as the lack of independence shown by Mr. Kutum as a Chartered Accountant, the Receiver believes that there should be further investigation into any funds transferred from Dallata, Mr. Hamid or other entities controlled by Mr. Hamid to Macro Sigma. Therefore, the Receiver recommends that any funds of Macro Sigma be frozen to enable this investigation and ensure that any funds belonging to Dallata or Mr. Hamid can be returned to the estate for the benefit of all creditors.

RECOMMENDATIONS

55. The Receiver recommends that this Court grant the Order sought by the Receiver:
- (a) approving the activities of the Receiver to the date of the First Report;
 - (b) unsealing the Penstone Affidavit;
 - (c) requiring Mr. Hamid to provide detailed travel plans for the next six months and when he expects to return to Canada;
 - (d) authorizing the Receiver to file an assignment in bankruptcy for Dallata for the general benefit of creditors on behalf of Mr. Hamid in his capacity as the sole officer and director of Dallata, and to do all such things on behalf of Dallata to effect the assignment;
 - (e) instructing any bank holding accounts in the name of Macro Sigma to freeze the accounts and provide the Receiver with detailed account statements;
 - (f) referring this matter to the police for investigation; and

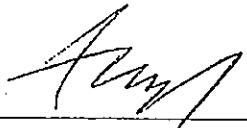
- (g) requiring Vig Law Professional Corporation to provide a full accounting of the funds it received by or on behalf of Mr. Hamid and Dallata within seven days of any Order;

and granting the relief sought by the Applicant for an Order:

- (h) lifting the stay of proceedings against Mr. Hamid to permit an Application for Bankruptcy Order to be issued by the Applicant, and authorizing the Receiver to accept service and to notify Mr. Hamid of same in accordance with the terms sought in the draft Order filed herewith.

All of which is respectfully submitted this 14th day of June, 2013.

DELOITTE & TOUCHE INC.,
in its capacity as the Court-appointed Receiver of
DALLATA CONSULTING GROUP LTD. and AKRAM HAMID



ADAM A. BOYK, CA-CIFP
SENIOR VICE-PRESIDENT

APPENDIX “F”

Court File No. CV-13-10040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.) FRIDAY, THE 21ST DAY OF
)
JUSTICE MORAWETZ) JUNE, 2013

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID

Respondents

ORDER

THIS MOTION, made by Deloitte & Touche Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the property, assets and undertaking of Dallata Consulting Group Ltd. ("Dallata") and Akram Hamid for an order approving the First Report of the Receiver dated June 14, 2013 (the "First Report") and the other relief sought in its Notice of Motion herein dated June 15, 2013, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report and on hearing the submissions of counsel for the Receiver, counsel for Vig Law Professional Corporation and Mr. Amit Vig, Mr. R.B. Bissell (attending at the request of the Court), and no one else appearing although duly served as

evidenced by the Affidavit of Roxana G. Manea sworn June 17, 2013, and no one opposing the relief sought:

1. **THIS COURT ORDERS** that the First Report and the activities of the Receiver to the date of the First Report, as described therein, be and they are hereby approved effective at 5:00 p.m. EDT on July 4, 2013.

2. **THIS COURT ORDERS** that the Affidavit of Richard A. Penstone, sworn March 12, 2013 and the factum of the Applicant, both filed with this Court, be and they are hereby unsealed effective at 5:00 p.m. EDT on July 4, 2013.

3. **THIS COURT ORDERS** that Akram Hamid be and is hereby required to provide detailed travel plans from the date of this Order to December 15, 2013 to the Receiver and confirmation as to when he expects to return to Canada by 5:00 p.m. EDT on July 4, 2013.

4. **THIS COURT ORDERS** that Akram Hamid be and is hereby required to present himself to the Receiver for an examination under oath no later than July 31, 2013, such examination to be held in Toronto, Ontario.

5. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to file an assignment in bankruptcy for Dallata for the general benefit of creditors on behalf of Akram Hamid in his capacity as the sole officer and director of Dallata, and to do all such things on behalf of Dallata to effect the assignment in bankruptcy, effective at 2:00 p.m. EDT on June 28, 2013.

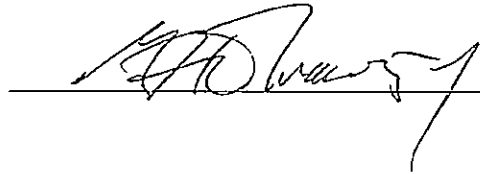
6. **THIS COURT ORDERS** that the Receiver be, and it is hereby authorized to act as Trustee in Bankruptcy in respect of Dallata.

7. **THIS COURT ORDERS** that any financial institution having accounts in the name of Macro Sigma be and they are hereby directed to freeze the accounts and provide the Receiver with detailed account statements relating thereto.

8. **THIS COURT ORDERS** that the Receiver (and in its capacity as Trustee) be and is hereby authorized to refer this matter to the Peel Regional Police or such other law enforcement office as the Receiver may determine is appropriate.

9. **THIS COURT ORDERS** that Vig Law Professional Corporation be and is hereby directed to comply with paragraph 4 of the Order of this Court appointing the Receiver in respect of Dallata dated March 13, 2013.

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



ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:



JUN 25 2013

HSBC BANK CANADA

Applicant

and

DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID

Respondents

Court File No.: CV-13-10040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER

Thornton Grout Finnigan LLP
Toronto-Dominion Centre
TD West Tower
100 Wellington St. West
Suite 3200, P.O. Box 329
Toronto, ON M5K 1K7

D.J. Miller (LSUC# 34393P)
Alana V. Shepherd (LSUC# 58436S)
Tel: 416-304-0559 / (416) 304-0597
Fax: 416-304-1313
Email: djmillier@tgf.ca / ashepherd@tgf.ca

Lawyers for the Court-appointed Receiver

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.) FRIDAY, THE 21ST DAY OF
)
JUSTICE MORAWETZ) JUNE, 2013

B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

**DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID**

Respondents

ORDER

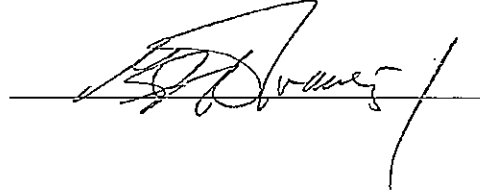
THIS MOTION, made by HSBC Bank Canada (the "**Bank**"), the Applicant in this proceeding, for an Order lifting the stay of proceedings as against Akram Hamid ("**Hamid**") for the purpose of permitting the Bank to have an Application for Bankruptcy Order issued in respect of Hamid and for the related relief set out in its Notice of Motion herein dated June 14, 2013, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report of Deloitte & Touche Inc. in its capacity as the court-appointed Receiver of Dallata Consulting Group Ltd. ("**Dallata**") and Hamid (the "**Receiver**"), and on hearing the submissions of counsel for the Bank and the Receiver, counsel for Vig Law Professional Corporation and Mr. Amit Vig, Mr. R.B. Bissell (attending at the request of the

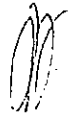
Court), and no one else appearing although duly served as evidenced by the Affidavit of Roxana G. Manea sworn June 17, 2013, and no one opposing the relief sought:

1. **THIS COURT ORDERS** that the stay of proceedings in respect of Hamid be, and is hereby lifted for the purpose of permitting the Bank to have an Application for Bankruptcy Order issued in respect of Hamid (the “**BIA Application**”) and to take such steps as may be necessary in connection with the prosecution of the BIA Application.
2. **THIS COURT ORDERS AND DECLARES** that personal service of the issued BIA Application by the Bank on the Receiver on behalf of Hamid is good and sufficient service of same in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”).
3. **THIS COURT ORDERS** that upon being served with the BIA Application by the Bank the Receiver shall, within one (1) business day, forward same to Hamid by electronic mail with a “read receipt” notification activated to confirm receipt by Hamid. If Hamid chooses to defend the BIA Application sought by the Bank he shall be required to take steps to do so in accordance with the provisions of the BIA, including all timelines provided for thereunder. The Receiver shall have no obligation to take steps to defend the BIA Application on behalf of Hamid, or to incur any costs in connection therewith.
4. **THIS COURT ORDERS** that the Receiver shall notify the Bank of its delivery of the BIA Application to Hamid, and in the event same is not defended the Bank shall be entitled to obtain a Bankruptcy Order in respect of Hamid in accordance with the terms of the BIA.
5. **THIS COURT ORDERS** that Deloitte & Touche Inc. be, and it is hereby authorized to act as Trustee in Bankruptcy in respect of Hamid.
6. **THIS COURT REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body, wherever situate, having jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or

desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

A handwritten signature in black ink, appearing to be "B. Brown", written over a horizontal line.

ENTOURÉ DE QUATRE TORONTO
ON / FOUR NO.
LE / DANS LE REGISTRE NO.

Handwritten initials in black ink, possibly "MB".

JUN 25 2013

HSBC BANK CANADA

Applicant

and

DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID

Respondents

Court File No.: CV-13-10040-00CL

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

Proceedings commenced at Toronto

ORDER

Thornton Groat Finnigan LLP
Toronto-Dominion Centre
TD West Tower
100 Wellington St. West
Suite 3200, P.O. Box 329
Toronto, ON M5K 1K7

D.J. Miller (LSUC# 34393P)
Alana V. Shepherd (LSUC# 58436S)
Tel: 416-304-0559 / (416) 304-0597
Fax: 416-304-1313
Email: djmillier@tfgf.ca / ashepherd@tfgf.ca

Lawyers for the Applicant

APPENDIX “G”



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

APPENDIX "G"

District of ONTARIO
Division No. 09 - Toronto
Court No. 31 457451
Estate No. 31-457451

In the Matter of the Bankruptcy of:
DALLATA CONSULTING GROUP LTD
Debtor

DELOITTE RESTRUCTURING INC/RESTRUCTURATION DELOITTE INC
Trustee

ORDINARY ADMINISTRATION

Security: \$0

Date of Bankruptcy: June 28, 2013
Meeting of Creditors: July 11, 2013, 11:30
Bookfield Place
101 King Street West, Suite 1400
Toronto, ONTARIO

Chair: Trustee Designated Person: AKRAM HAMID

CERTIFICATE OF FILING OF A BANKRUPTCY ORDER - Section 43

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify, that:

- the aforementioned trustee, filed for my endorsement, a bankruptcy order appointing the trustee under section 43(9) of the Bankruptcy and Insolvency Act, Trustee of the Estate of the aforementioned Debtor;
- provisions for the avoidance of certain settlements and preferences where applicable, begin before the initial bankruptcy event date and end on the date of bankruptcy, both dates included.

The designated person is required:

- to perform all duties imposed upon a bankrupt by the Bankruptcy and Insolvency Act and in particular, attend the first meeting of creditors and upon request appear before the Official Receiver for examination.

The said trustee is required:

- to serve upon the designated person, a copy of the bankruptcy order bearing the Official Receiver's endorsement and where applicable a notice of examination;
- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable to call in the prescribed manner, a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the Official Receiver.

Megan Kowalchuk
FOR MEGAN KOWALCHUK

Date: July 2, 2013

Official Receiver

25 St Clair Avenue East, 6th floor, Toronto, ONTARIO, M4T 1M2, 877/376 9902

APPENDIX “H”

Deloitte & Touche Inc.
Brookfield Place
181 Bay Street
Suite 1400
Toronto ON M5J 2V1
Canada

Tel: 416-601-6150
Fax: 416-601-6690
www.deloitte.ca

Via Email and Courier

June 26, 2013

Toronto Dominion Bank
Toronto-Dominion Tower
66 Wellington St. W., 12th Floor
Toronto, ON M5K 1A2

Attention: Mr. David Braunstein

Dear Mr. Braunstein:

Subject: In the Matter of the Receivership of Dallata Consulting Group Ltd. and Personal Receivership of Akram Hamid (the "Debtors") – Court-ordered freezing of Accounts of MACRO SIGMA INC.

As you are aware, on March 13, 2013, the Ontario Superior Court of Justice appointed Deloitte & Touche Inc. as receiver (the "Receiver") of Dallata Consulting Group Ltd. (the "Company" or "Dallata") and receiver (the "Personal Receiver") of Mr. Akram Hamid, President of Dallata. During our investigation into the activities of Dallata and Mr. Hamid, the Receiver has learned of a relationship between Dallata and Macro Sigma Inc., owned by Mr. Imad Kutum. As a result of this relationship, on June 21, 2013, the Ontario Superior Court of Justice provided the Receiver with specific relief against Macro Sigma. We attach a copy of this Order for your reference.

Paragraph 7 the June 21, 2013 Order states:

THIS COURT ORDERS that any financial institution having accounts in the name of Macro Sigma be and they are hereby directed to freeze the accounts and provide the Receiver with detailed account statements relating thereto.

Pursuant to the this Order, we direct you to immediately freeze all accounts, investments and other assets of Macro Sigma Inc., **permitting deposits only but no withdrawals or debits without prior authorization** from a signing officer of Deloitte & Touche Inc., specifically including Paul Casey, Senior Vice-President or Adam Laiken, Vice-President.

Page 2

We kindly ask that you immediately confirm your receipt of the June 21, 2013 Order of the Court and this request and provide us with a listing of current accounts and balances for Macro Sigma Inc., as well as account statements for the previous 24 months.

Please contact the undersigned at 416-775-7206 should you have any questions in this regard.

Yours truly,

Deloitte & Touche Inc., solely in its
capacity as the Court-appointed Receiver of
Dallata Consulting Group Ltd. and Court-appointed
Personal Receiver of Akram Hamid,
with no personal or corporate liability

Per:
Adam Laiken
Vice-President

Enclosure

APPENDIX “I”

Deloitte Restructuring Inc.
Brookfield Place
181 Bay Street
Suite 1400
Toronto ON M5J 2V1
Canada

Tel: 416-601-6150
Fax: 416-601-6690
www.deloitte.ca

Via Email and Courier

April 15, 2014

Toronto Dominion Bank
Toronto-Dominion Tower
66 Wellington St. W., 12th Floor
Toronto, ON M5K 1A2

Attention: Mr. David Braunstein

Dear Mr. Braunstein:

Subject: In the Matter of the Receivership of Dallata Consulting Group Ltd. and Personal Receivership of Akram Hamid (the "Debtors") – Court-ordered freezing of Accounts of MACRO SIGMA INC.

As you are aware, on March 13, 2013, the Ontario Superior Court of Justice appointed Deloitte Restructuring Inc. (formerly known as Deloitte & Touche Inc.) as receiver (the "Receiver") of Dallata Consulting Group Ltd. (the "Company" or "Dallata") and receiver (the "Personal Receiver") of Mr. Akram Hamid, President of Dallata. During our investigation into the activities of Dallata and Mr. Hamid, the Receiver learned of a relationship between Dallata and Macro Sigma Inc., owned by Mr. Imad Kutum. As a result of this relationship, on June 21, 2013, the Ontario Superior Court of Justice provided the Receiver with specific relief against Macro Sigma.

In our previous letter, dated June 26, 2013, we provided you with the June 21, 2013 Order requiring financial institutions to freeze all accounts, investments and other assets of Macro Sigma Inc. We understand that there was only one account that was active at the time and was frozen upon our request (CDA 5294381). We have completed our investigation and are now authorizing you to unfreeze the aforementioned account.

Please contact the undersigned at 416-775-7206 should you have any questions in this regard.

Yours truly,

Deloitte Restructuring Inc., solely in its capacity as the Court-appointed Receiver of Dallata Consulting Group Ltd. and Court-appointed Personal Receiver of Akram Hamid, with no personal or corporate liability

Per:
Adam Laiken
Vice-President

APPENDIX “J”

Deloitte Restructuring Inc.,
Court Appointed Receiver of Dallata Consulting Group Ltd. and Akram Hamid
Statement of Receipts and Disbursements
 For the period from March 13, 2013 to March 31, 2014 (UNAUDITED)
 (In \$CAD)

	Mar 13, 2013 - Mar 31, 2014	Notes
Receipts		
Cash	1,084	1
Accounts Receivable	5,015	2
Total Receipts	<u>6,098</u>	
Disbursements		
Deemed trust claim from CRA	1,064	3
Fees paid to the Official Receiver	70	4
Bank Charges	12	
Total Disbursements	<u>1,146</u>	
Surplus of receipts over disbursements	<u>4,952</u>	5
Receiver's Fees and Disbursements (including HST)	192,983	6
Payments received from HSBC	<u>(192,983)</u>	
	<u>-</u>	

Notes

- 1 Cash received from the Royal Bank of Canada, representing money held in an account there at the time of the initial order.
- 2 Represents the USD \$4,965 received from H. Hamam on April 22, 2013.
- 3 CRA submitted a proof of claim for the employee portion of statutory remittances for one employee (Mr. Hamid).
- 4 Receivership filing fees.
- 5 Surplus of receipts and disbursements to be refunded to HSBC.
- 6 Includes \$2,500 in accrued fees to complete the administration

APPENDIX “K”

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

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

**DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID**

Respondents

**AFFIDAVIT OF PAUL CASEY
(Sworn April 28, 2014)**

I, **PAUL CASEY**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Chartered Professional Accountant and Chartered Insolvency and Restructuring Professional qualified to practice in the Province of Ontario and am a Senior Vice President with Deloitte Restructuring Inc. ("**Deloitte**"), the Court-Appointed Receiver (the "**Receiver**") of Dallata Consulting Group Ltd and Akram Hamid and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. Attached hereto as Exhibit "A" are true copies of the invoices for fees and disbursements incurred by Deloitte in the course of the receivership proceedings between March 13, 2013 and March 31, 2014 (the "**Passing of Accounts Period**").

3. The total fees of the Receiver during the Passing of Accounts Period amount to \$116,471.50, together with expenses and disbursements in the sum of \$61,328.66 and harmonized sales tax ("HST") in the amount of \$15,183.23, totalling \$192,983.39.

Invoice No.	Fees	Disbursements	HST	Hours	Total
3287998	\$ 59,526.50	\$ 139.29	\$ 7,756.55	127.0	\$ 67,422.34
3325511	22,719.00	183.29	2,977.30	45.6	25,879.59
3375694	20,064.00	0.00	2,608.32	40.2	22,672.32
3511567	14,162.00	0.00	1,841.06	23.9	16,003.06
3513055	0.00	61,006.08	0.00	0.0	61,006.08
Totals:	\$116,471.50	\$61,328.66	\$15,183.23	236.7	\$192,983.39


4. The final invoice rendered by the Receiver includes an accrual of \$2,500.00 in order to complete the administration of the receivership. The expenses and disbursements noted above include the billing by Deloitte Dubai in the amount of US\$55,109.38, consisting of US\$51,023.75 in fees and US\$4,085.53 in expenses relating to travel to Egypt.

5. To the best of my knowledge, the rates charged by Deloitte throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the Toronto market for the provision of similar services.

6. The hourly billing rates outlined in Exhibit "A" to this affidavit are comparable to the hourly rates charged by Deloitte for services rendered in relation to similar proceedings.

7. I make this affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Receiver.

SWORN BEFORE ME
at the City of Toronto, in the
Province of Ontario this 28th
day of April, 2014.


A commissioner for taking oaths, etc.

DANNY NUNES

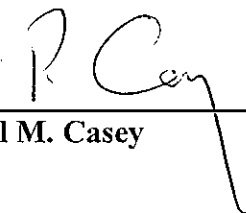
)
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)
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Paul M. Casey

EXHIBIT “A”

Deloitte

Deloitte LLP
 Brookfield Place
 181 Bay Street
 Suite 1400
 Toronto ON M5J 2V1
 Canada

Tel: 416-601-6150
 Fax: 416-601-6690
 www.deloitte.ca

HSBC Bank Canada
 70 York Street, 3rd Floor
 Toronto, ON M5J 1S9
 Attention: Mr. John Borch
 Assistant Vice-President, North American Risk

Date: April 15, 2013
 Invoice No: 3287998
 Client/Mandate No: 752920 1000192
 Partner: Paul Casey
 HST Registration No: 122893605

BILL

For professional services rendered in respect of our appointment as the Court Appointed Receiver of Dallata Consulting Group Ltd. ("Dallata") and Akram Hamid for the period February 26 to March 31, 2013.

Date	Professional	Narrative
2/26/2013	Casey, Paul	Conference call with Bank and Thornton Grout Finnigan ("TGF") regarding Dallata Receivership Application; briefing A. Laiken
2/28/2013	Casey, Paul	E-mails from HSBC and meeting with A. Laiken.
3/6/2013	Casey, Paul	Meeting with A. Laiken regarding status of receivership application; scope of engagement; pre-filing preparation; materials received; telephone call from J. Borch.
3/7/2013	Casey, Paul	Prepare for meeting with A. Laiken; review information and HSBC memo; attendance at a meeting with J. Borch, B. Pettit, D.J. Miller to review court materials.
3/7/2013	Laiken, Adam	Update engagement letter; research companies on the Accounts Receivable ("A/R") list and call to verify the balances; review motion materials.
3/8/2013	Laiken, Adam	Meeting with P. Casey; telephone calls to companies listed on the A/R to verify balances; e-mail to A. Shepherd and R. Penstone summarizing results of telephone calls to A/R contacts; voice-mail to A. Shepherd; e-mail to L. Manning to find contact at Egyptian member firm.
3/11/2013	Casey, Paul	Meetings with A. Laiken to discuss work plan; review draft receivership order and comments to counsel; attend telephone call with HSBC and TGF; review draft letter to Banks.

Date	Professional	Narrative
3/11/2013	Laiken, Adam	Telephone call with A. Shepherd; review receivership orders; call with team; writing letter to banks to freeze accounts; listing all banks where there has been activity; update consent forms and forward same to HSBC; update letter to banks.
3/12/2013	Casey, Paul	Meeting with A. Laiken regarding Receivership Orders and plan for financial institution notification; e-mail to counsel.
3/12/2013	Laiken, Adam	Review Borch affidavit; research bank branches near A. Hamid's residence; review updated receivership orders; review motion materials; call with A. Shepherd; meeting with P. Casey; update letters to bank; coordinate with the international Deloitte team.
3/13/2013	Casey, Paul	E-mails to A. Laiken regarding status; discuss service of Court Orders on financial institutions and on A. Hamid.
3/13/2013	Brown, Rose	Estate Banking Administration - Account opening documentation sent to HSBC and set up of estate on Ascend.
3/13/2013	Laiken, Adam	Attendance at court; prepare and send letters to all banks; follow up with banks to ensure receipt; update tracking sheet; send update on activities to team.
3/14/2013	Casey, Paul	Meetings with A. Laiken regarding status; instructions regarding communication with A. Hamid and counsel; attend conference call with TGF and HSBC to prepare for court attendance.
3/14/2013	Laiken, Adam	Telephone call with banks to answer questions and confirm receipt; send additional notices to international contacts; provide update to group; meeting with P. Casey; telephone call with A. Shepherd; telephone call with team.
3/14/2013	Emmons, Amanda	Telephone call with Royal Bank of Canada ("RBC") to confirm receipt of letter requesting bank accounts to be frozen.
3/15/2013	Casey, Paul	Prepare and attendance at Superior Court of Justice; discussion with A. Hamid, counsel and TGF; follow-up meetings with A. Laiken; planning regarding meeting with A. Hamid.
3/15/2013	Laiken, Adam	Attendance at court; respond to accounts payable question from DJ Miller; meeting with P. Casey, A. Shepherd and B. Bissel; telephone call with R. Penstone; coordinate with forensic team to arrange computer imaging; create interview guide for meeting with A. Hamid.
3/18/2013	Laiken, Adam	Meeting with A. Hamid; telephone call with B. Petit; meeting with P. Casey; e-mail correspondence with A. Hamid with follow up items from the meeting; writing memo summarizing interview with A. Hamid and forwarding to the team.
3/18/2013	Casey, Paul	Prepare and attend for interview with A. Hamid; review limited records and inspect locker; reporting telephone call with B. Petit; review and edit e-mail to HSBC and counsel; meeting with A. Laiken regarding action plan.

Date	Professional	Narrative
3/19/2013	Laiken, Adam	Update memo on meeting with A. Hamid; telephone calls with A. Shepherd; review tax and insurance folders from A. Hamid's apartment; draft letters to Dallata's auditors, update and send out.
3/19/2013	Casey, Paul	Meeting with A. Laiken regarding next steps; e-mail correspondence with Bank and counsel.
3/20/2013	Laiken, Adam	Meetings with P. Casey; telephone call with ZHS; telephone call with RBC special loans; e-mail to A. Hamid; telephone calls and e-mails to I. Kutum; telephone calls with Alaa at Expertax; draft and send letter to Vig Law; telephone call with A. Shepherd.
3/20/2013	Casey, Paul	Review correspondence from A. Hamid and others; notes and instructions to A. Laiken regarding responses and priorities; e-mails regarding responding motion.
3/21/2013	Damiani, Stefano	Attendance at the residential condominium of the debtor to obtain books and records.
3/21/2013	Laiken, Adam	Pick up and review boxes from A. Hamid's condo; review TD bank statements; work on the s.245, s.246 notices; e-mail HSBC team about telephone call from RBC; meeting with P. Casey; update meeting with TGF and HSBC; update e-mail; e-mail correspondence with I. Kutum; print financial statements for meetings with accountants.
3/21/2013	Casey, Paul	Review and finalize S.246 Report; review and amend correspondence to A. Hamid counsel; telephone calls and e-mail correspondence with counsel and HSBC.
3/21/2013	Emmons, Amanda	Initial review of boxes of information obtained for Dallata.
3/22/2013	Casey, Paul	Attend meeting with I. Kutum, former Auditor; discussion with A. Laiken and telephone call to B. Pettit; attend meeting with Z. Siddiqui, ZHS, Auditor; follow up discussion with A. Laiken and e-mail correspondence.
3/22/2013	Brown, Rose	Estate Administration - Input various creditors address into Ascend for mailing; prepare listing of creditors to go with 245/246 Notice; prepare labels and mailing; fax Notice and 245/246 to OSB for register of Receivership.
3/22/2013	Laiken, Adam	Attendance at warehouse to count inventory; meeting with I. Kutum; meeting with Alaa at Expertax; meeting with Z. Siddiqui
3/22/2013	Emmons, Amanda	Review of boxes of information obtained from Dallata.
3/24/2013	Casey, Paul	Detailed review and edit memo to counsel and HSBC; e-mail correspondence with A. Laiken regarding communication with A. Hamid and action plan.
3/25/2013	Laiken, Adam	Review documents sent by CIBC; review CD and e-mails provided by I. Kutum; review Expertax documents.

Date	Professional	Narrative
3/26/2013	Laiken, Adam	Summarize the meetings with ZHS, I. Kutum and Expertax as well as the inventory count; summarize findings and update P. Casey on review of the documents and e-mails from I. Kutum and Expertax.
3/26/2013	Casey, Paul	Review A. Laiken's report on data files and response; e-mail B. Shields.
3/28/2013	Laiken, Adam	E-mails to P. Casey; draft e-mail to A. Hamid; respond to A. Vig at Vig Law.
3/28/2013	Laiken, Adam	E-mail correspondence with P. Casey; review e-mails from counsel.
3/28/2013	Casey, Paul	E-mail correspondence to A. Laiken regarding instructions.

Summary of Fees

Professional	Position	Hours	Rate	Fees
Paul Casey	Partner, RS	31.4	\$ 600.00	\$ 18,840.00
Adam Laiken	Senior Manager, RS	77.1	470.00	36,237.00
Stefano Damiani	Manager, RS	1.4	385.00	539.00
Amanda Emmons	Senior	12.3	275.00	3,382.50
Rose Brown	Administration	4.8	110.00	528.00
Total hours and professional fees		127.0		\$ 59,526.50
Disbursements				
PPSA search				50.00
Taxi				89.29
Total professional fees and disbursements				\$ 59,665.79
HST @ 13%				7,756.55
Total Amount Due				\$ 67,422.34

Payable upon receipt to: Deloitte LLP

REMITTANCE ADDRESS:

Deloitte Management Services LP
 5140 Yonge Street, Suite 1700
 Toronto, ON M2N 6L7 CANADA

Wire Transfer Information:

Bank of Nova Scotia, Toronto Business Centre, 20 Queen Street West, Toronto, Ontario M5H 3R3

Transit #47696	US Bank Account	Canadian Bank Account
Bank Code# 002	Account #476968822816	Account #476960440019
	Swift Code and ABA Address	Swift Code Address – Canada / Int'l Wires
	NOSCCATT	NOSCCATT
	ABA # 026002532	

Please reference the invoice number listed above when wiring funds.

We accept payment by cheque, wire, Electronic Funds Transfer and online bill payment (select either Deloitte LLP or Deloitte s.e.n.c.r.l. through your financial institution and quote the first 6 digits of your client number).

Please return one copy with remittance

Payable upon receipt to: Deloitte LLP

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.



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Fax: 416-601-6690
www.deloitte.ca

HSBC Bank Canada
70 York Street, 3rd Floor
Toronto, ON M5J 1S9
Attention: Mr. John Borch
Assistant Vice-President, North American Risk

Date: May 15, 2013
Invoice No: 3325511
Client/Mandate No: 752920 1000192
Partner: Paul Casey
HST Registration No: 122893605

BILL

For professional services rendered in respect of our appointment as the Court Appointed Receiver of Dallata Consulting Group Ltd. ("Dallata") and Akram Hamid for the period April 1 to April 30, 2013

Date	Professional	Narrative
4/2/2013	Laiken, Adam	Review response from A. Hamid; telephone calls with ThorntonGroutFinnigan ("TGF") and HSBC; meeting with P. Casey; respond to A. Hamid; review contents of boxes from A. Hamid's locker; update e-mail to HSBC; draft letter to Vig Law and the Institute of Chartered Accountants of Ontario ("ICAO").
4/2/2013	Casey, Paul	Meeting with A. Laiken regarding status and telephone call with counsel; attend conference call with HSBC and TGF; follow-up meeting with A. Laiken; review draft communication with A. Hamid and HSBC.
4/3/2013	Laiken, Adam	Review ZHS working papers; update e-mail to A. Hamid; meeting with P. Casey; telephone call with A. Shepherd; e-mail to A. Hamid; update e-mail to J. Borch.
4/3/2013	Casey, Paul	Meeting with A. Laiken and distribute correspondence to A. Hamid and HSBC; telephone call to J. Borch for comments.
4/4/2013	Laiken, Adam	Update letters to ICAO and Vig Law for P. Casey comments and send out package.
4/5/2013	Laiken, Adam	Telephone call from Canada Revenue Agency ("CRA"); e-mail to Middle East Deloitte office to arrange meeting.
4/8/2013	Casey, Paul	Meeting with A. Laiken and instructions regarding telephone call with Deloitte Dubai.

Date	Professional	Narrative
4/9/2013	Laiken, Adam	Preparation, background e-mail and telephone call with Deloitte Middle East to discuss options available; send required information to the team in Dubai; telephone call with HSBC and TGF to provide an update and discuss next steps; e-mail to Kutum; draft report.
4/9/2013	Casey, Paul	Review e-mail from A. Hamid; preparation and attendance on a conference telephone call with Dubai to engage regarding H. Hamam and other Egyptian contacts of A. Hamid; follow-up telephone call with HSBC and TGF.
4/10/2013	Laiken, Adam	Draft the first report of the Receiver.
4/10/2013	Casey, Paul	Discuss draft correspondence from TGF with A. Laiken and instructions.
4/11/2013	Laiken, Adam	Draft first report of the Receiver.
4/12/2013	Laiken, Adam	Update first report of the Receiver; review e-mails copied from A. Hamid's home computer.
4/15/2013	Casey, Paul	Commence review of Court Report; e-mail J. Borch.
4/16/2013	Casey, Paul	Review Receiver's Report to Court and instructions to A. Laiken.
4/16/2013	Laiken, Adam	Review and update the intrafirm agreement; meeting with P. Casey; respond to Deloitte Middle East team.
4/17/2013	Casey, Paul	Review and edit Court Report and e-mail to counsel; e-mail regarding Kutum; meeting with A. Laiken.
4/17/2013	Laiken, Adam	Edit first report of the Receiver; e-mail to Kutum; update report for P. Casey's comments;
4/18/2013	Casey, Paul	Review and execute intrafirm agreement regarding Egyptian investigation; meeting with A. Laiken.
4/18/2013	Laiken, Adam	Letters to suppliers; search boxes for information; print letters and fax packages to suppliers; review TGF comments on the first report.
4/19/2013	Laiken, Adam	Telephone call with Bashaw Processors; fax to Stauber Farms.
4/22/2013	Laiken, Adam	Update the first report of the Receiver to reflect the comments from TGF; edit text for the website.
4/23/2013	Casey, Paul	Discussion with A. Laiken regarding various matters.
4/23/2013	Laiken, Adam	Telephone call with Deloitte team in the Middle East to discuss background and strategy; update report and send draft to J. Borch.
4/24/2013	Laiken, Adam	Telephone call with T. Fitzimmons at Dentons regarding previous Dallata court action; telephone call to A. Shepherd.

Summary of Fees

Professional	Position	Hours	Rate	Fees
Paul Casey	Partner, RS	9.9	\$ 600.00	\$ 5,940.00
Adam Laiken	Senior Manager, RS	35.7	470.00	16,779.00
Total hours and professional fees		45.6		\$ 22,719.00
Disbursements				
Mileage Allowance				79.14
Parking				10.62
Postage and delivery				17.42
Driver's License search				76.11
Total professional fees and disbursements				\$ 22,902.29
HST @ 13%				2,977.30
Total Amount Due				\$ 25,879.59

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 Toronto, ON M2N 6L7 CANADA

Wire Transfer Information:

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Transit #47696	US Bank Account	Canadian Bank Account
Bank Code# 002	Account #476968822816	Account #476960440019
	Swift Code and ABA Address	Swift Code Address – Canada / Int'l Wires
	NOSCCATT	NOSCCATT
	ABA # 026002532	

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HSBC Bank Canada
70 York Street, 3rd Floor
Toronto, ON M5J 1S9
Attention: Mr. John Borch
Assistant Vice-President, North American Risk

Date: July 15, 2013
Invoice No: 3375694
Client/Mandate No: 752920 1000192
Partner: Paul Casey
HST Registration No: 122893605

BILL

For professional services rendered in respect of our appointment as the Court Appointed Receiver of Dallata Consulting Group Ltd. ("Dallata") and Akram Hamid for the period May 1, 2013 to July 5, 2013

Date	Professional	Narrative
5/3/2013	Laiken, Adam	Write letters and create packages for RA Zone and My Name Brand Inc. (judgment collection).
5/5/2013	Casey, Paul	E-mail from A. Laiken regarding Kutum.
5/6/2013	Casey, Paul	Review additional information regarding Kutum, former auditor and conference call with Bank and counsel; e-mails regarding Basset interview; meeting with A. Laiken; discuss Report amendments.
5/6/2013	Laiken, Adam	E-mail update to team regarding Kutum; review materials on Kutum and meeting with P. Casey; send letters to RA Zone and to My Name Brand Inc. (defendant ordered to pay Dallata under a default judgment) regarding collection; telephone call with ThorntonGroutFinnigan "TGF" and J. Borch.
5/7/2013	Laiken, Adam	Telephone call with R. Lawrie to discuss progress.
5/8/2013	Laiken, Adam	Review information from R. Lawrie; telephone call with the Institute of Chartered Accountants of Ontario ("ICAO");
5/9/2013	Casey, Paul	Meeting with A. Laiken regarding status and report amendments; review e-mail reports from R. Lawrie.
5/10/2013	Casey, Paul	Review reporting e-mails to HSBC; amended report to Court

Date	Professional	Narrative
5/10/2013	Laiken, Adam	Telephone all with R. Penstone; e-mail correspondence team to update on Deloitte Middle East work; telephone call with ICAO to clarify Kutum proceedings.
5/14/2013	Laiken, Adam	Telephone call with Deloitte team in Middle East to discuss findings and next steps; telephone call with R. Penstone; review letter from RA Zone; respond to Bankruptcy Highway; update report for new information and P. Casey's comments; review boxes received from A. Hamid.
5/15/2013	Laiken, Adam	Review e-mails from TGF and HSBC; e-mail to P. Casey; set up telephone call with HSBC and TGF; review boxes of information.
5/17/2013	Laiken, Adam	Review the options for the default judgment in favour of Dallata; e-mail to J. Borch.
5/26/2013	Casey, Paul	Telephone call with A. Laiken and discuss status of report, Dubai investigation; telephone call to TGF.
5/27/2013	Laiken, Adam	Review changes to report from A. Shepherd.
5/29/2013	Casey, Paul	Meeting with A. Laiken regarding status of Court Report.
5/29/2013	Laiken, Adam	Review the draft report; prepare documents for Quality Review; gather materials for the Appendices.
5/30/2013	Laiken, Adam	Review documents; compose e-mail to A. Hamid.
5/31/2013	Laiken, Adam	Review prior e-mails for open items; send e-mail to A. Hamid; telephone call with R. Lawrie; telephone call with D&A Collections and send materials for the judgment in favour of Dallata.
6/2/2013	Bryk, Adam	Quality Review of Receiver's Report, comments to A. Laiken.
6/3/2013	Laiken, Adam	Review Quality Review notes and e-mail correspondence from A. Shepherd.
6/4/2013	Laiken, Adam	Telephone call with R. Lawrie, prepare a list of questions for Deloitte Middle East meetings with the Egyptian accountant, H. Hamam and A. Hamid's wife; follow up telephone call with R. Lawrie; telephone call and e-mail D&A Collections regarding default judgment collection.
6/5/2013	Laiken, Adam	Update report for the Quality Review partner comments; review A. Hamid's e-mail; review status report from team in Middle East.
6/11/2013	Laiken, Adam	Review motion materials; comments to DJ Miller.
6/14/2013	Laiken, Adam	Telephone call with DJ Miller; review new motion materials; gather appendices; obtain proper signatures.
6/20/2013	Casey, Paul	Review motion material and prepare for Court attendance.
6/20/2013	Laiken, Adam	Draft letter to be sent to banks regarding Macro Sigma upon granting of the Order.
6/21/2013	Casey, Paul	Prepare and attend Superior Court; review letter to Banks.
6/21/2013	Laiken, Adam	Preparation and attendance at Court; meeting with A. Shepherd; meeting with P. Casey.

Date	Professional	Narrative
6/24/2013	Casey, Paul	Discussion with A. Laiken.
6/24/2013	Laiken, Adam F	Draft indemnities; review information from Penstone regarding Vig law and send to the team.
6/26/2013	Casey, Paul	Discussion with A. Laiken and e-mail correspondence to A. Hamid.

6/28/2013	Casey, Paul	Telephone call with J. Borch.
7/3/2013	Casey, Paul	E-mail to A. Laiken regarding status.
7/5/2013	Casey, Paul	Telephone call with A. Laiken and e-mail to A. Hamid; follow-up meeting.

Summary of Fees

Professional	Position	Hours	Rate	Fees
Paul Casey	Partner, RS	7.8	\$ 600.00	\$ 4,680.00
Adam Bryk	Partner, RS	1.2	\$ 600.00	720.00
Adam Laiken	Senior Manager, RS	31.2	\$ 470.00	<u>14,664.00</u>
Total hours and professional fees		<u>40.2</u>		\$20,064.00
HST @ 13%				2,608.32
Total Amount Due				\$22,672.32

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www.deloitte.ca

HSBC Bank Canada
70 York Street, 3rd Floor
Toronto, ON M5J 1S9
Attention: Mr. John Borch
Assistant Vice-President, North American Risk

Date: March 19, 2014
Invoice No: 3511567
Client/Mandate No: 752920 1000192
Partner: Paul Casey
HST Registration No: 122893605

Invoice

For professional services rendered in respect of our appointment as the Court Appointed Receiver of Dallata Consulting Group Ltd. ("Dallata") and Akram Hamid for the period July 6, 2013 to March 14, 2014.

Date	Professional	Narrative
9/3/2013	Casey, Paul	Correspondence from A. Hamid.
9/24/2013	Laiken, Adam	Reviewing report from Deloitte Dubai.
9/26/2013	Laiken, Adam	Telephone call from Helen Morris at Collections Canada regarding a Dallata supplier; send creditor package to H. Morris.
10/1/2013	Laiken, Adam	Compile follow-up questions /comments to Deloitte Dubai; draft Second Report of the Receiver.
10/2/2013	Laiken, Adam	Draft Receiver's Second Report; meeting with P. Casey.
10/3/2013	Laiken, Adam	Updating Receiver's Second Report.
10/16/2013	Laiken, Adam	Meeting with P. Casey regarding update to Receiver's Report;
10/8/2013	Casey, Paul	Telephone call and email correspondence with A. Laiken regarding Report from Deloitte Dubai.
10/16/2013	Casey, Paul	Review draft Receiver's Report and Deloitte Dubai Report.
10/20/2013	Laiken, Adam	Updating Receiver's Report for P. Casey's comments.
12/12/2013	Laiken, Adam	Letter to HSBC regarding Deloitte Dubai Report and compiling excerpts from the Dubai report to share with HSBC.

Date	Professional	Narrative
12/13/2013	Casey, Paul	Further revisions and update to the draft Second Report; discussion with A. Laiken; review letter to HSBC.
12/13/2013	Laiken, Adam	Updating the Receiver's Second Report for comments from P. Casey; creating Affidavit of Fees; creating Receipts and Disbursements ("R&D"); drafting the Receiver's discharge certificate; updating Second Report; updating Fee Affidavit.
1/31/2014	Laiken, Adam	Updating Receiver's Second Report and R&D.
3/1/2014	Casey, Paul	Review amended Receivership Report.
3/6/2014	Laiken, Adam	Email to Imad Kutum outlining the information required before unfreeing his account; updating Receiver's Report for P. Casey's comments.
3/7/2014	Laiken, Adam	Updating Receiver's Report and R&D for P. Casey's comments.
3/10/2014	Casey, Paul	Meeting with A. Laiken regarding final receivership activities and Reports.
3/13/2014	Casey, Paul	Review final Report to Court; discussion with A. Laiken.
3/14/2014	Laiken, Adam	Updating Receiver's Report and R&D.

Summary of Fees

Professional	Position	Hours	Rate	Fees
Paul Casey	Partner, RS	3.3	\$600.00	\$ 1,980.00
Adam Laiken	Senior Manager, RS	20.6	\$470.00	9,682.00
Total hours and professional fees		<u>23.9</u>		\$11,662.00
Estimated fees to complete administration				2,500.00
Total professional and estimated fees				\$14,162.00
HST @ 13%				1,841.06
Total Amount Due				\$16,003.06

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	ABA # 026002532	

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HSBC Bank Canada
70 York Street, 3rd Floor
Toronto, ON M5J 1S9
Attention: Mr. John Borch
Assistant Vice-President, North American Risk

Date: March 19, 2014
Invoice No: 3513055
Client/Mandate No: 752920 1000192
Partner: Paul Casey
HST Registration No: 122893605

Invoice - Disbursements

Re: Disbursements for professional services rendered in respect of our appointment as the Court Appointed Receiver of Dallata Consulting Group Ltd. ("Dallata") and Akram Hamid for the period July 6, 2013 to March 14, 2014.

Disbursements - Deloitte Dubai	US \$55,109.38
HST @ 0%	0.00
Amount Payable	US \$55,109.38

HSBC Bank Canada

March 19, 2014

Page 2

REMITTANCE ADDRESS:

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	ABA # 026002532	

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 United Arab Emirates

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 www.deloitte.com
 Regulated by the DFSA

October 29, 2013

INVOICE NO: DCFL/FAS/14/341

Due from:

Deloitte & Touche Inc.

181 Bay street, Suite 1400, Toronto,
 ON, M5J 2V1

Attn: Paul Casey

RE: Lennon

Final invoice for the professional services rendered for Project Lennon



Agreed Fees	USD	51,023.75
Out of Pocket Expenses	USD	4,085.53

Total Amount USD 55,109.38

=====
 CON 61,006.08

(US Dollars Fifty Five Thousand One Hundred Nine and 38/100 Only)

P.S.: Kindly arrange remittance either by a banker's draft/ Cheque to Deloitte Corporate Finance LTD or direct transfer to our bank with HSBC Bank Middle East, Dubai, UAE.
 Swift Code BBMEAEAD- USD A/c IBAN: AE 230200000035801968100
 - AED A/c IBAN: AE 770200000035801968001

Please specify our invoice reference number while making the payment.

**Project Lennon
Summary Costs**

<i>Name</i>	<i>Grade</i>	<i>ER</i>	<i>Pre June</i>	<i>Post June</i>	<i>Total Hour</i>	<i>Total Costs</i>	<i>Notes</i>
Neil Hargreaves	MD	600		0.50	0.50	300.00	
Ralph Stobwasser	Director	600	3.00	8.00	11.00	6,600.00	
Rae Lawrie	Director	600		30.50	30.50	18,300.00	
Rae Lawrie	Assistant Director	470	1.50		1.50	705.00	Promoted 1 June
Iman Dawoud	Senior Associate	275	41.75	28.50	70.25	19,318.75	
Karim Gaber	Business Analyst	200		29.00	29.00	5,800.00	
			46.25	96.00	142.75	51,023.75	

Expenses

Travel	1,185.83
Business Calls	18.10
Food	28.44
Subcontractor Costs	2,853.26
	4,085.63

Total amount

55,109.38

Project Lennon

Summary Costs

Date	Hours Char	Task performed
28-Aug-13	0.50	Review of Report
<hr/>		0.50

Project Lennon
Summary Costs

Date	Hours Charged	Task performed
29-Apr-13	3.00	Tasking and project set-up
2-Jun-13	5.00	Report writing and review
7-Jul-13	1.00	Communication and coordination
28-Aug-13	2.00	Review of Report
	<hr/>	
	11.00	

Project Lennon
Summary Costs

Date	Hours Charged	Task performed
23-Apr-13	1.00	Tasking and project set-up
24-Apr-13	0.50	Tasking and project set-up and review of documents
4-Jun-13	2.00	Interview Preparation
5-Jun-13	8.00	Meeting with Hagag Ali, Note taking write up
6-Jun-13	8.00	Visit and telephone call with Hisham Hamid, note taking write up and visit to supermarkets
29-Jul-13	1.50	Update calls and review of work to date
13-Aug-13	1.50	Update and work done to identify whether Amal Shalabi was at address in Alexandria
14-Aug-13	1.50	Tasking and report set up
22-Aug-13	3.00	Report Review
27-Aug-13	2.00	Report Review
28-Aug-13	2.00	Report Review and Call with Canada
11-Sep-13	1.00	Update Call with Canada
<hr/>		
	32.00	

Project Lennon

Summary Costs

Date	Hours Charged	Task performed
30-Apr-13	3.50	Project research
1-May-13	9.50	Project research
2-May-13	8.00	Project research
5-May-13	4.00	Project research
6-May-13	6.00	Project research
7-May-13	6.75	Project research
8-May-13	4.00	Project research
13-Aug-13	3.75	Report Set up and collation of documents
14-Aug-13	1.50	Report Write Up
15-Aug-13	7.00	Report Write Up
18-Aug-13	5.00	Report Write Up
21-Aug-13	2.25	I2 Chart for Report
28-Aug-13	6.50	Update of Internal Comments on report
29-Aug-13	1.00	I2 Chart for Report
3-Oct	1.50	Updating Report with client comments

70.25

Project Lennon
Summary Costs

Date	Hours Charged	Task performed
4-Jun-13	4.00	Interview Preparation
5-Jun-13	8.00	Meeting with Hagag Ali, Note taking write up
6-Jun-13	8.00	Visit and telephone call with Hisham Hamid, note taking write up and visit to supermarkets
24-Jul-13	1.00	Follow up with Hisham Hamid, note taking write up
14-Aug-13	3.00	Follow up with Hisham Hamid, note taking write up
22-Aug-13	5.00	Report Write up
<hr/>		
	29.00	

Project Lennon
Summary Costs

	AED	Person	Description
1	3,630.00	Rae and Karim	Travel and accommodation in Alexandria
2	733.84	Rae and Karim	Taxis in Alexandria
3	66.60	Rae and Karim	Business calls
4	104.67	Rae and Karim	Food
5	10,500.00	Rae and Karim	Sub Contractors Costs for Corporate Records Research in Egypt
	<u>15,035.11</u>		

Summary

	AED	USD	Exchange rate 3.68
	4,363.84	1,185.83	Travel
	66.60	18.10	Business Calls
	104.67	28.44	Food
	10,500.00	2,853.26	Subcontractor Costs
Total	15,035.11	4,085.63	

IN THE MATTER OF Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C-43, as amended

HSBC BANK CANADA

- and -

DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID

Applicant

Respondents

Court File No.: CV-13-10040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF PAUL CASEY

Thornton Grout Finnigan LLP
Toronto-Dominion Centre
Canadian Pacific Tower
100 Wellington St. West
Suite 3200, P.O. Box 329
Toronto, ON M5K 1K7

D.J. Miller (LSUC# 34393P)

Email: djmiller@tgf.ca

Danny M. Nunes (LSUC# 53802D)

Email: dmunes@tgf.ca

Tel: 416-304-1616

Fax: 416-304-1313

Lawyers for the Court-Appointed Receiver

APPENDIX “L”

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

**IN THE MATTER OF Section 243(1) of the
Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended,
and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended**

HSBC BANK CANADA

Applicant

– and –

**DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID**

Respondents

**AFFIDAVIT OF D.J. MILLER
(Sworn May 8, 2014)**

I, **D.J. MILLER**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Barrister and Solicitor qualified to practice law in the Province of Ontario and am a partner with Thornton Grout Finnigan LLP (“TGF”), lawyers for Deloitte Restructuring Inc. in its capacity as the receiver (the “**Receiver**”) for Dallata Consulting Group Ltd. and Akram Hamid (together, the “**Debtors**”) and as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. Attached hereto as Exhibit "A" is a true copy of the invoices issued by TGF in respect of fees and disbursements incurred by TGF in the course of the Debtors' receivership between March 13, 2013 and March 31, 2014.

3. The final invoice issued by TGF dated April 21, 2014 includes an estimate in the amount of \$7,500 for TGF's fees and disbursements until the Receiver's discharge and the termination of the Debtors' receivership proceedings. In the event that TGF's actual fees and disbursements are less than the estimated amount, TGF shall return any surplus funds to HSBC Bank Canada which has funded the Receiver's fees and those of its legal counsel during the course of the Debtors' receivership proceedings.

4. All remaining fees and disbursements set out in the invoices attached hereto as Exhibit "A" are on account of services rendered by TGF to the Receiver.

5. Attached hereto as Exhibit "B" is a schedule summarizing each invoice in Exhibit "A", the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.

6. Attached hereto as Exhibit "C" is a schedule summarizing the respective years of call and billing rates of each of the solicitors at TGF who acted for the Receiver.

7. To the best of my knowledge, the rates charged by TGF throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services.

8. The hourly billing rates outlined in Exhibit "C" to this affidavit are comparable to the hourly rates charged by TGF for services rendered in relation to similar proceedings.

SWORN before me at the City of Toronto,
in the Province of Ontario, this 8th day of
May, 2014.



Commissioner for Taking Affidavits

DANNY NEVES



D.J. MILLER

EXHIBIT “A”



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

EXHIBIT "A"

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

HSBC Bank Canada
70 York Street
3rd Floor
Toronto, ON M5J 1S9

March 15, 2013

Attention: John Borch

Invoice No. 26636
File No.100-362

RE: Dallata Consulting Group Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: February 28, 2013

FEES

- Feb-06-13 Emails from and to J. Borch as to names to be searched [REDACTED]
- Feb-07-13 Numerous emails from the Bank with extensive documentation [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] receive and review Canadian and U.S. bank statements and summary of credits made to the bank accounts;
Meeting with D.J. Miller and clients;
Discuss with D.J. Miller, conduct corporate, PPSA, bankruptcy, Bank Act and execution searches, start conducting research on people and companies that are clients of or do business with Dallata Consulting;
- Feb-08-13 Research regarding companies and people that are clients of or do business with Dallata;
- Feb-12-13 Receive and review various documents from Special Credit including financial statements and other financial information; receive and review electronic version of non-negotiable file and consider strategic issues and issues relating to enforcement;
Conduct research regarding companies and people that are related to or do business with Dallata Consulting;
- Feb-13-13 Obtain instructions with respect to issuing demand for payment; discussion with A. Shepherd as to preparation of demands and notices; review and revise draft demands and BIA Notices to the Company and the guarantor; discussion with A. Shepherd regarding finalizing demands and having same issued;
Reviewing file and drafting demands; discussions with D.J. Miller regarding same; emails with J. Borch regarding demands; discussions with R. Manea regarding issuing demands; further emails regarding demands;
Discuss with A. Shepherd, conduct PPSA search;

- Feb-15-13 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] discussion with A. Shepherd as to review of EC insurance documents and receive summary as to coverage;
Review of EDC documents; discussing same with D.J. Miller; summarizing same in email to D.J. Miller;
- Feb-19-13 Receive and review copy of payout letter when Special Credit refinanced [REDACTED]
[REDACTED] calls from and to J. Borch regarding same;
- Feb-20-13 Discussion with D. Nunes regarding EDC insurance; review of insurance policy regarding same;
- Feb-22-13 Discussion with D.J. Miller regarding EDC policy; review of same; call to J. Borch;
- Feb-25-13 [REDACTED]
[REDACTED]
[REDACTED] emails from and to P. Casey to schedule call to discuss;
Voicemail to J. Borch; call with J. Borch regarding next steps; [REDACTED]
[REDACTED] review D.J. Miller to P. Casey regarding same;
- Feb-26-13 Emails amongst P. Casey and J. Borch regarding call to discuss potential receivership;
[REDACTED]
[REDACTED]
Discussion with D.J. Miller regarding receiver appointment materials; review of J. Borch emails containing background information; drafting affidavit of J. Borch;
- Feb-27-13 Receive and review e-mail from J. Borch [REDACTED]
[REDACTED] emails to and from J. Borch to obtain copies of account documentation and agreements; [REDACTED]
[REDACTED] consider this information in connection with potential receivership; discussion with A. Shepherd as to materials to be prepared for a receivership; discussion with A. Shepherd as to law relating to joint bank accounts;
Drafting affidavit of J. Borch; review of documents in file regarding same; discussing same with R. Manea; discussing same with D. J. Miller;
Drafting notice of application and draft order;
Obtain Albert, B.C. and Saskatchewan PPSA searches;
- Feb-28-13 Various emails to and from A. Shepherd and discussion with A. Shepherd as to personal bank accounts [REDACTED] calls and emails from and to J. Borch regarding [REDACTED]
[REDACTED]
discussion with A. Shepherd as to call received from Company's counsel;
Review emails pertaining to A. Hamid personal accounts at HSBC; review emails from D.J. Miller regarding same; review of related documentation; [REDACTED]

[REDACTED]
Call with B. Bissell, counsel to company; voicemail to J. Borch regarding same;
discussion with D.J. Miller regarding same;

Review documents pertaining to joint account of guarantor and wife; emails with D.J.
Miller regarding same, [REDACTED] emailing D.J. Miller
regarding account agreement;

And to all other necessary telephone communications, attendances and correspondence
with respect to the conduct of this matter.

<u>Lawyer</u>	<u>Hours</u>
D. J. Miller	10.00
Deborah E. Palter	0.70
Alana Shepherd	12.40
Annette Fournier (Law Clerk)	6.60

Total Fees	\$13,392.50
HST on Fees	\$1,741.03
Total Fees and HST	\$15,133.53

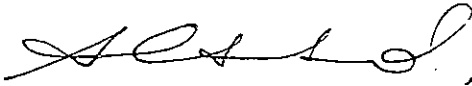
DISBURSEMENTS

Fee for searches/registrations	\$205.00
Photocopies	\$717.50
Registered Mail	\$76.80
Disbursements for searches/registrations*	\$118.85
Issue Notice of Application*	\$181.00

Total Taxable Disbursements	\$999.30
HST on Taxable Disbursements	\$129.91
Total *Non-Taxable Disbursements	\$299.85
Total Disbursements and HST	<u>\$1,429.06</u>

TOTAL DUE & OWING **\$16,562.59**

Thornton Grout Finnigan LLP



Per: Alana Shepherd

E. & O. E. HST # 87042 1039RT * HST Exempt

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 4.00% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

HSBC Bank Canada
70 York Street
3rd Floor
Toronto, ON M5J 1S9

April 16, 2013

Attention: John Borch

Invoice No.26759
File No.100-362

RE: Dallata Consulting Group Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: March 31, 2013

FEES

Mar-01-13

[REDACTED]
[REDACTED] consider terms of personal banking agreement and emails to and from J. Borch regarding same; [REDACTED] various emails from Corporate Securities as to information obtained in the course of their review; discussion with A. Shepherd as to reviewing same; email to J. Borch regarding email received from the Company's counsel [REDACTED]; various calls to and from J. Borch and Deloitte and the Bank's Corporate Securities group; consider terms of the [REDACTED] with respect to any information received [REDACTED] coordinate call with the Bank to discuss status of findings and review in detail various sets of [REDACTED] various emails from and to J. Borch as to [REDACTED] receive and review Canadian and U.S. bank statements for the Company; receive and review U.S. account statements and email from R. Penstone [REDACTED] conference call with the Bank to discuss status of findings to date and [REDACTED] various emails from J. Borch summarizing information obtained to date and strategy going forward; emails from Deloitte as to information they are gathering; discussion with A. Shepherd as to preparation of materials for Court application and information to be obtained in support of same; consider location of assets in any province other than Ontario; [REDACTED]

[REDACTED] discussions with D.J. Miller regarding same; editing affidavit of J. Borch; review of credit facility letter and security documents regarding same; review email from B. Bissel [REDACTED] call with J. Borch and D.J. Miller [REDACTED] review of extraprovincial PPSA searches; email to J. Borch regarding equipment; review of GSA and credit facility letter regarding [REDACTED] emailing D.J. Miller regarding same;

Mar-04-13

[REDACTED] email from R. Penstone [REDACTED] consider status of all information [REDACTED] further review of various versions of [REDACTED]

[REDACTED] with A. Shepherd; discussion with A. Shepherd as to Court materials; review and revise draft affidavit in support of Court application for appointment of Receiver and discuss same with A. Shepherd;

Review and consider emails from J. Borch and R. Penstone [REDACTED] email to R. Penstone [REDACTED] drafting affidavit of R. Penstone [REDACTED] review of documents relating to same; discussions with D.J. Miller regarding same; edits to affidavit of J. Borch;

Mar-05-13 Discussion with A. Shepherd regarding potential to bring the principal of the Company into the receivership and consider provisions of Courts of Justice Act as to whether same can be accomplished; consider whether materials should be prepared as two Court applications or one and discuss same with A. Shepherd; continue to further review and revise affidavit of R. Penstone and affidavit of J. Borch and consider relief to be sought; [REDACTED] and consider whether it is the same individual; [REDACTED] consideration as to information in reports relative to information in the draft affidavits; emails to and from J. Borch as to meeting with the Bank and the intended Receiver to discuss status of information obtained and next steps; review further blacklined versions of draft affidavits and discuss same with A. Shepherd;

Review case law on receivers of individuals; discussion with K. Mahar regarding same; [REDACTED] editing affidavits of J. Borch and R. Penstone regarding same; editing Notice of Motion and draft Order regarding same; assemble exhibits to Penstone Affidavit; discussion with R. Manea regarding same; call with J. Borch regarding comments to affidavit; revising same; [REDACTED] emailing J. Borch, R. Penstone and D.J. Miller regarding same;

Mar-06-13 Continuing review of revised affidavits and revisions to same; [REDACTED] receive various comments from J. Borch as to draft materials; discussion with A. Shepherd as to various revisions and continuing review of materials; emails from and to J. Borch regarding information obtained from R. Penstone and incorporating same into materials; review various emails to and from R. Penstone and J. Borch regarding Canadian and U.S. accounts; receive and review draft engagement letter from Deloitte; emails from and to J. Borch and discussion with J. Borch regarding status of Court materials and timing for bringing Court application;

Call with R. Penstone regarding affidavit; review of emails from J. Borch and R. Penstone attaching additional information for affidavits; discussions with D.J. Miller regarding same (x2); drafting edits to J. Borch and R. Penstone Affidavits; discussion with D.J. Miller regarding personal receivership;

Mar-07-13 from various sources, status of Court materials, consideration as to whether Receiver to be appointed over Company alone or principal as well; review consents to be executed by Deloitte to act as Receiver; receive and review various other banking documentation from J. Borch; [REDACTED] discussion with A. Shepherd as to status of R. Penstone's affidavit and draft receivership materials; receive and review draft Receivership Order and mark same with all proposed amendments; discussion with A. Shepherd regarding further amendments to Court documents; email from R. Penstone [REDACTED] receive and review further revised draft of affidavits of J. Borch and R. Penstone; various discussions with J. Borch as to the file;

Revisions to Borch and Penstone affidavits; prepare for meeting with HSBC; meet at HSBC with D.J. Miller, J. Borch, B. Pettit, R. Penstone and Deloitte; discussion with D.J. Miller regarding same; further edits to Penstone affidavit; emailing form of consent to Deloitte; emails regarding accounting firms; emails with R. Penstone regarding wire transfers and other dispersals; edits to draft Receivership Order; emailing D.J. Miller regarding same;

Further edits to Borch and Penstone affidavits; review emails of J. Borch and R. Penstone regarding same; circulating revised drafts;

Mar-08-13 Receive and review additional financial information [REDACTED] consideration as to searches [REDACTED] and discussion with A. Shepherd as to same; consideration as to what financial information to be included the affidavit materials and numbers for total revenue; [REDACTED] receive and review detailed email from Deloitte with summary of their efforts to contact various account debtors; numerous emails to and from J. Borch regarding information as to various accounts [REDACTED] receive and review [REDACTED] various emails to and from A. Shepherd and J. Borch [REDACTED] receive and review email from R. Penstone [REDACTED]

Call with R. Penstone; review J. Borch email attaching financial statements; discussion with D.J. Miller regarding bank statements; emails regarding court availability; further edits to materials; discussions with D.J. Miller regarding court materials and financial statements; further emails with R. Penstone regarding investigation;

Mar-11-13 Discussion with A. Shepherd as to timing of finalizing all materials for Court attendance tomorrow; various emails from and to HSBC and Deloitte to coordinate conference call to finalize all materials; various telephone discussions with Deloitte and HSBC in finalizing the materials and in preparation for Court tomorrow; review and make final revisions to Court materials and discuss same with A. Shepherd; coordinate finalizing of all materials and information to be included; discussion with A. Shepherd regarding sworn materials and delivery of same to the Court; receive and review draft Factum for application and consider same;

Edits to Borch and Penstone affidavits; call with J. Borch, R. Penstone, P. Casey and A. Laiken; discussions with D.J. Miller regarding court materials; further edits to same; meeting with J. Borch to swear affidavit; emails with R. Penstone; call with A. Laiken; drafting factum;

Mar-12-13 Review and revise final form of Order to be sought on Court application; discussion with A. Shepherd as to form of Court Order and same to be contained in two separate Orders; revisions to two forms of Order and forward same to the Bank for review; discussion with A. Shepherd as to timing for Court attendance, receive comments from Deloitte on the draft Orders and discuss same; review and revise Factum; discussion with A. Shepherd and Deloitte as to preparation of letters to be sent to various banks as soon as the Orders are issued; review draft form of letter to the financial institutions and discuss same with A. Shepherd; emails to and from A. Shepherd regarding legal issues in preparation for Court attendance tomorrow;

Finalizing affidavit of R. Penstone and exhibits thereto; meeting with R. Penstone to swear affidavit; discussion with D.J. Miller regarding finalizing materials (x3); edits to Notice of Application, receivership orders in respect of Dallata and Akram Hamid; editing factum; discussing preparation of Application Record with M. Magni and G. Kalkounis; discussing

delivery of materials with M. Donald; further edits to materials; call with A. Laiken regarding comments to draft orders; preparation for motion;

Mar-13-13 Discussions with B. Pettit and Deloitte as to Court attendance today; various discussions as to preparation of letters to financial institutions upon Court Order being issued; [REDACTED] attend at Court and attendance before Justice Morawetz to obtain Orders; various calls and emails to Deloitte as to implementing same; [REDACTED] discussion with A. Shepherd as to serving Court materials on the Company's counsel;

Preparation for and attendance at court on application; emails regarding same; discussions with D.J. Miller, B. Pettit and A. Laiken; emails regarding bank contacts; discussions with Court office regarding endorsement and entering Orders; calls with A. Laiken (x3) regarding letters to banks; emails with D.J. Miller regarding same; email to B. Bissell, counsel to Dallata and Hamid; further emails regarding same;

Compilation of in-house counsel contacts at major Canadian banks; email to A. Shepherd regarding same;

Mar-14-13 Receive and review detailed email from Deloitte as to their activities following the appointment; review various emails from the Company's counsel and discussion with Deloitte as to future communications with counsel; discussion with A. Shepherd as to further Court attendance on Friday and Company's position on same; various discussions throughout the day as to communications with the Company's counsel on Court attendance tomorrow and next steps; various emails to and from Company's counsel and potential meeting to be held with the Company, the Receiver and various counsel; discussion with A. Shepherd as to 9:30 attendance before Justice Morawetz and next steps following same; coordinate conference call with Deloitte and the Bank to coordinate all information in preparation for Court attendance tomorrow; receive and review various emails from Deloitte with further information and status of responses from financial institutions; various discussions with A. Shepherd and emails to and from A. Shepherd to prepare for Court attendance tomorrow before Justice Morawetz;

E-mails with A. Shepherd in respect of meeting with borrower;

Review email update from A. Laiken; further emails with A. Laiken regarding communication with B. Bissell; organizing 9:30 attendance for March 15; discussion with M. Magni regarding same; emails regarding same; review email from B. Bissell regarding 9:30 attendance; further emails with B. Bissell regarding same; emails regarding Hamid interview; further emails with A. Laiken regarding same; coordinating conference call with HSBC and Deloitte; email to L. Williams regarding same; discussion with L. Williams regarding same; call with B. Bissell regarding Hamid's position and upcoming interview by Deloitte; [REDACTED] further emails regarding conference call; conference call with HSBC and Deloitte; review further email update from A. Laiken; further emails with D.J. Miller regarding 9:30;

Mar-15-13 Telephone discussion with A. Shepherd as to strategy for Court attendance this morning and information to be prepared in response; [REDACTED] emails from and to A. Shepherd as to 3 hour motion scheduled and relief intended to be sought; detailed discussions with A. Shepherd as to position of Company's counsel and review detailed overview provided to the Bank; discussion with J. Porter as to schedule for further attendances in this matter and potential for cross-examinations and 3 hour motion next week; discussion with L. Williams as to status of matter and A. Shepherd's preparation of responding materials; various calls and emails with

respect to the Receiver's meeting with Hamid and coordinating details regarding same; various discussions with A. Shepherd as to aspects of the receivership and continuing steps;

Email exchange with D.J. Miller; office conference with A. Shepherd; receipt and review of email from A. Shepherd; receipt and review of email from D.J. Miller; office conference with D.J. Miller; further office conference with A. Shepherd; review background information;

Discuss schedule ordered by the Court in respect of examinations of Hamid; e-mails regarding same; discuss examinations with J. Porter;

Preparation for and attendance at 9:30 appointment before the Court; calls with D.J. Miller; emails regarding interview with Hamid; discussion with J. Porter; email update to group;

Mar-18-13

[REDACTED]
[REDACTED] email from Deloitte regarding results of their meeting today with Hamid and next steps;

Office conference with A. Shepherd and L. Williams regarding update; exchange of emails regarding recent developments; [REDACTED] receipt and review of report from P. Casey;

Discuss status with A. Shepherd;

E-mails in respect of meeting with Deloitte;

Mar-19-13

Receive and review email from Deloitte with detailed memo summarizing Receiver's meeting with Hamid; email from B. Pettit as to results of the Receiver's meeting with Hamid; detailed email from R. Penstone with information received from his counterpart in the Middle East; various emails to and from A. Shepherd [REDACTED]
[REDACTED] emails to and from A. Shepherd regarding plastic boxes of records at Hamid's residence; detailed update from A. Shepherd as to various aspects of the receivership and efforts to take possession of books and records;

Receipt and review of reports regarding outcome of meeting; email exchange follow-up regarding outcome of initial meeting and next steps; email exchange with D.J. Miller regarding steps for filing material in opposition; email exchange with A. Shepherd; further email exchange with A. Shepherd regarding recent developments; update from A. Shepherd; office conference with A. Shepherd; review financial information supplied;

Discuss meeting with principal with J. Porter; review initial affidavits and memorandum from Deloitte; discuss same with A. Shepherd;

Review of Deloitte reporting memo; emails regarding same; further emails with A. Laiken regarding same; call with A. Laiken; discussions with L. Williams and J. Porter regarding proceedings; call with A. Laiken regarding first report and boxes of documents; emails regarding document boxes; drafting template first report of the receiver; discussion with L. Williams regarding same; discussion with J. Porter regarding respondents non-filing of materials;

Mar-20-13

Review various emails regarding no materials filed by the Company's counsel; emails from and to A. Shepherd regarding draft letter to be sent to the Company's counsel; [REDACTED]
[REDACTED] receive and review exchange of emails with Company's counsel; various emails to and from Deloitte as to strategic issues and next steps; emails to and from A. Shepherd with thoughts as to requiring Hamid's attendance under oath [REDACTED] numerous emails

to and from Deloitte and A. Shepherd [REDACTED], email from Deloitte as to further relief to be considered; review draft email to Company's counsel and provide comments on same; numerous emails regarding appropriate response to the Company's counsel; [REDACTED]

[REDACTED] numerous emails regarding various aspects of receivership and call to be scheduled with Deloitte and the Bank as to status of various matters;

Office conference with L. Williams and A. Shepherd; consider next steps; further email exchange regarding recent developments including updates regarding report; further update regarding recent developments;

Discuss lack of materials delivered with A. Shepherd and J. Porter; review and revise letter to B. Bissell;

Review response from P. Casey to e-mail from B. Bissell; discuss same with A. Shepherd; review and revise response to B. Bissell;

E-mails in respect of response to Bissell and position to be taken by the Receiver; discuss same with A. Shepherd;

Emails regarding non-delivery of Hamid's motion materials; discussion with L. Williams and J. Porter regarding same; drafting response to B. Bissell regarding materials; emails with D.J. Miller regarding same; review email from B. Bissell; discussions with L. Williams regarding same (x3); [REDACTED] call with J. Borch regarding update; further emails with L. Williams and D.J. Miller; call with A. Laiken regarding update; email to D.J. Miller and L. Williams regarding same; scheduling conference call;

Mar-21-13 Conference call with the Bank and Deloitte as to status of receivership and next steps including potential further relief to be sought; review draft email to the Company's counsel and provide comments to A. Shepherd; various emails from Deloitte with comments on draft email; emails to and from A. Shepherd regarding inquiries to be made of [REDACTED] as to any amounts on retainer and litigation matters they are handling;

Preparation for and attending group conference call regarding update from Deloitte; emails with B. Pettit regarding status; emails with D.J. Miller regarding same; [REDACTED] emails with D.J. Miller and P. Casey regarding same; review emails between Hamid and Deloitte; emails with A. Laiken regarding litigation [REDACTED]

Mar-22-13 Emails to and from A. Shepherd and discussion with A. Shepherd as to communications with the Company's counsel;

Discussion with D.J. Miller; email to B. Bissell; call with [REDACTED] regarding litigation;

Mar-24-13 Receive and review detailed notes from Deloitte as to their interview and visit to the warehouse;

Mar-25-13 Email and attachments from A. Shepherd regarding status of her discussions and information received from [REDACTED] as to their representation of Dallata; discussion with A. Shepherd as to conference call to be scheduled with Deloitte as to status of all matters;

Receipt and review of memorandum from P. Casey regarding recent developments;

Review emails containing pleadings from [REDACTED] forwarding same to P. Casey and A. Laiken; call to [REDACTED] former counsel for Dallata;

Mar-27-13 Conduct corporate searches regarding [REDACTED] and discuss same with A. Shepherd;

Mar-28-13 [REDACTED]
[REDACTED] discussion with A. Shepherd as to timing for various parties to have call;

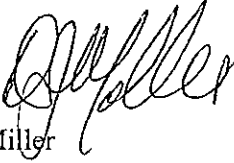
Discussion with D.J. Miller regarding conference call; email to P. Casey scheduling conference call;

Mar-29-13 Various emails from and to Deloitte; receive and review email forwarded by the Receiver from M. Hamid with detailed response to various issues raised by the Receiver; email to and from Deloitte; [REDACTED]
[REDACTED]

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

<u>Lawyer</u>	<u>Hours</u>
D. J. Miller	46.70
John T. Porter	4.60
Leanne M. Williams	2.70
Alana Shepherd	66.10
Annette Fournier (Law Clerk)	0.20
Michael Shakra (Student)	1.30
Total Fees	\$61,055.00
Less: Goodwill Adjustment	<u>-\$2,000.00</u>
Total Fees	\$59,055.00
HST on Fees	<u>\$7,677.15</u>
Total Fees and HST	\$66,732.15
Total Fees and HST	\$66,732.15
 <u>DISBURSEMENTS</u>	
Binding	\$26.98
Computer Research	\$62.65
Fee for searches/registrations	\$59.00
Facsimiles	\$0.75
Photocopies	\$0.25
Telephone	\$112.81
Disbursements for searches/registrations*	\$64.00
Fee of Owens, Wright LLP	\$239.20
Total Taxable Disbursements	\$501.64
HST on Taxable Disbursements	\$65.21
Total *Non-Taxable Disbursements	<u>\$64.00</u>
Total Disbursements and HST	\$630.85
TOTAL DUE & OWING	<u>\$67,363.00</u>

Thomson Grout Finnigan LLP



Per: D.J. Miller

E. & O. E. HST # 87042 1039RT * HST Exempt

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 4.00% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

HSBC Bank Canada
70 York Street
3rd Floor
Toronto, ON M5J 1S9

May 22, 2013

Attention: John Borch

Invoice No. 26910
File No. 100-362

RE: Dallata Consulting Group Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE
FOLLOWING for the period ending: April 30, 2013

FEES

- Apr-01-13 Emails to and from Deloitte to coordinate call to discuss strategy and next steps; coordinate further call with the Bank;
Call with J. Kaufman, counsel to Dallata in respect of Small Claims Court matters; emails regarding conference call; discussion with D.J. Miller regarding same;
- Apr-02-13 Receive and review email from Deloitte with response received from Hamid with information in response to detailed request for information; [REDACTED] discussion with A. Shepherd as to litigation being conducted by [REDACTED] on behalf of the Company and email with summary of same; receive and review detailed overview summary from Deloitte as to outstanding items and next steps; conference call with Deloitte to discuss strategy and further call with Deloitte and HSBC as to recommended course of action;
Review email update from A. Laiken; emails with D.J. Miller and group regarding conference call scheduling; summarizing [REDACTED] Dallata files; conference call with Deloitte; conference call with Deloitte and HSBC;
- Apr-03-13 Consider suggestions to add to Deloitte's update to HSBC;
Commenting on email of A. Laikin; call with J. Kaufman;
- Apr-04-13 Email from R. Penstone as to next steps in continuing his investigation;
Review draft letter to Vig Law from A. Laikin; review R. Penstone update;
- Apr-09-13 Emails from and to Deloitte and the Bank to coordinate conference call to discuss status and next steps; receive and review email from Deloitte with further response from Hamid to the detailed list of questions; review apparent payment plan; receive and review various information from Deloitte in advance of our call including email updates from Deloitte in Dubai; discussion with A. Shepherd as to draft letter Vig Law; review and revise letters; discussion with A. Shepherd as to obtaining instructions from Deloitte as to outstanding litigation and review letters regarding same; receive email update from R. Penstone following his discussions with [REDACTED]; conference call with Deloitte and the Bank to discuss all information obtained from various sources;
Conference call with D.J. Miller, HSBC and Deloitte; discussion with D.J. Miller regarding outstanding issues; review of [REDACTED] documents; email to P. Casey and A.

- Apr-16-13 Laiken regarding same; review A. Laiken draft letter to Vig Law; editing same;
 [REDACTED]
- Apr-11-13 Email to A. Laiken attaching letter to Vig Law; drafting letter to [REDACTED] discussion with D.J. Miller regarding same; email to P. Casey and A. Laiken regarding same;
- Apr-11-13 Finalize letters to Vig [REDACTED] discuss same with R. Manea; email to A. Laiken regarding same;
- Apr-15-13 Discussion with A. Shepherd as to letter received from Vig Law and our intentions as to how to address same;
- Apr-17-13 Review fax from A. Vig; email D.J. Miller regarding same;
- Apr-17-13 Receive and review draft Report to the Court from Deloitte and discussion with A. Shepherd regarding same;
- Apr-18-13 Review draft First Report of the Receiver;
- Apr-22-13 Review draft First Report of the Receiver and editing same; discussion regarding same with D.J. Miller;
- Apr-24-13 Review A. Laiken comments to report;
- Apr-24-13 Review correspondence sent from [REDACTED] to A. Laiken;
- Apr-30-13 Discussion with D.J. Miller regarding status of report;
- And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

<u>Lawyer</u>	<u>Hours</u>
D.J. Miller	5.50
Alana Shepherd	9.90

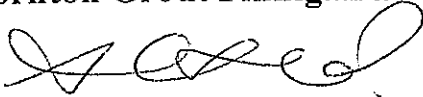
Total Fees	\$7,315.00
HST on Fees	\$950.95
Total Fees and HST	<u>\$8,265.95</u>

DISBURSEMENTS

Couriers	\$14.02
Facsimiles	\$0.50
Disbursement to Obtain Copy of Ontario and Federal Corporation #s (Photo-copies)*	\$12.00
Obtained Copy of Ontario and Federal Corporation #s	\$60.00
Total Taxable Disbursements	\$74.52
HST on Taxable Disbursements	\$9.69
Total *Non-Taxable Disbursements	\$12.00
Total Disbursements and HST	<u>\$96.21</u>

TOTAL DUE & OWING **\$8,362.16**

Thornton Grout Finnigan LLP



Per: Alana Shepherd

E. & O. E. HST # 87042 1039RT * HST Exempt

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Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

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Suite 3200, P.O. Box 329
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T 416.304.1616 F 416.304.1313

HSBC Bank Canada
70 York Street
3rd Floor
Toronto, ON M5J 1S9

July 18, 2013

Attention: John Borch

Invoice No.27127
File No.100-362

RE: Dallata Consulting Group Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: June 30, 2013

FEES

- May-05-13 Receive and review news report regarding accountant charged and sentenced for fraud; email from R. Penstone regarding same;
- Review A. Laikin email regarding sentencing of I. Kutum and R. Penstone response to same;
- May-06-13 [REDACTED] various emails to and from the Receiver and R. Penstone as to any follow-up to be undertaken; email from R. Penstone regarding funds received [REDACTED] receive information from the Receiver as to ICAO website and hearing before discipline committee; various emails to and from R. Penstone [REDACTED] discussion with A. Shepherd as to draft Receiver's Report; discussion with the Receiver as to potential steps to be taken by the Receiver;
- Review D.J. Miller comments to First Report; editing same; discussing same with R. Manea;
- May-08-13 Email from R. Penstone [REDACTED] and summary as to information obtained to date;
- May-10-13 Receive and review various emails from the Receiver forwarding information from their team in the Middle East as to information obtained to date;
- Review email update from A. Laikin attaching update from the Middle East and D.J. Miller's response to same;
- May-13-13 Discussion with A. Shepherd [REDACTED]
- Review email from D.J. Miller [REDACTED] emailing D.J. Miller regarding same;
- May-14-13 Receive revised draft of Receiver's Report and discussion with A. Shepherd regarding same; email to R. Penstone and the Receiver to coordinate telephone discussion [REDACTED]

- Review draft First Report of the Receiver sent from A. Laikin; emailing D.J. Miller regarding same;
- May-15-13 Telephone discussion with R. Penstone and the Receiver as to means of addressing [REDACTED] [REDACTED] receive and review revised Receiver's Report and discussion with A. Shepherd regarding same; discussion with A. Shepherd regarding scheduling Court time for a motion;
- Emails regarding conference call with Deloitte and HSBC; emails regarding securing court time; conference call regarding [REDACTED] discussion with D.J. Miller regarding same;
- May-16-13 Drafting Notice of Motion and Order for upcoming motion;
- May-21-13 Email from R. Penstone as to confirmation received from [REDACTED] as to source of funds;
- May-23-13 Email to D.J. Miller regarding motion and motion materials;
- May-24-13 Emails to and from P. Casey; discussion with A. Shepherd as to date for motion; review and revise draft Receiver's report;
- Review and revise draft Receiver's Report and emails from and to P. Casey regarding same; discussion with A. Shepherd as to draft Notice of Motion and Order;
- Emails with D.J. Miller regarding motion materials and Receiver's report;
- May-27-13 Emails to and from A. Shepherd regarding draft Receiver's Report [REDACTED] [REDACTED]
- Editing Receiver's Report; emails with D.J. Miller regarding same; emailing R. Penstone regarding same; emailing A. Laiken regarding same;
- May-28-13 Review correspondence from the Company's former counsel regarding pending GST appeals and emails to and from A. Shepherd regarding same;
- Emails with A. Laiken and D.J. Miller regarding GST appeal issue;
- May-29-13 Further discussions and exchange of emails with A. Shepherd regarding requirement for Receiver to file certain things in connection with GST appeals and coordinate same;
- Drafting letter to crown counsel regarding tax appeals; emails with A. Laiken regarding same; drafting motion materials; emails to R. Penstone and D.J. Miller regarding same;
- May-31-13 Receive and review latest email exchange between the Receiver and Hamid;
- Jun-03-13 Review notices of discontinuance regarding tax appeals;
- Review notices sent by R. Manea regarding GST Appeals; emails with R. Manea regarding same;
- Jun-04-13 Review and revise draft notice of motion and order and coordinate booking court time for motion; consider status of various outstanding issues and email to Deloitte as to telephone discussion to coordinate next steps;

- Jun-05-13 Emails to and from Deloitte as to Justice Morawetz's availability for motion; receive and review email received by Deloitte from Mr. Hamid; receive and review updated draft of Receiver's Report;
- Review emails regarding response from Hamid and First Report of the Receiver; [REDACTED]
- Jun-06-13 Emails to and from Deloitte to confirm date for motion and confirm with Court and with Deloitte; revise notice of motion, First Report of the Receiver and draft order and forward same to [REDACTED] Deloitte for review;
- [REDACTED] review email from D.J. Miller attaching Notice of Motion, Report of Receiver and Order in draft;
- Jun-07-13 Review email from R. Manea regarding GST appeals;
- Jun-09-13 Emails from and to J. Borch as to ability to obtain assignment in bankruptcy for Hamid personally and options to consider in that regard;
- Jun-10-13 Emails to and from the Bank and Deloitte as to including information obtained by HSBC Corporate Security from [REDACTED]
- Jun-11-13 Detailed emails from and to Deloitte regarding comments on draft materials and various issues arising from same; discussion with Deloitte as to these points;
- Jun-12-13 Receive further revisions to draft materials from Deloitte and review same;
- Jun-13-13 Telephone discussion with A. Laiken as to finalizing outstanding issues and Receiver's Report; coordinate call with Deloitte to discuss final issues in connection with issuance of Report;
- Jun-14-13 Telephone call with Deloitte and discussion as to various issues; finalize motion materials and forward same to our group for final review; emails to and from [REDACTED] Deloitte as to final revisions to documents; coordinate service of motion materials on interested parties;
- Review emails attaching motion materials and First Report of the Receiver and comments thereon; further emails regarding relief sought;
- Jun-17-13 [REDACTED]
- [REDACTED]
- Emails with R. Manea and A. Laikin regarding GST appeal status and Receiver's website;
- Jun-18-13 Further emails with A. Laikin;
- Jun-19-13 Receive and review letter from counsel for VIG law firm; various emails in connection with this correspondence and coordinate call to discuss same with counsel for VIG law firm; discussion with A. Shepherd as to position anticipated from counsel for VIG law firm;
- Review email and correspondence from [REDACTED] emails with D.J. Miller regarding same; call with D.J. Miller regarding same; [REDACTED]

- Jun-20-13 Telephone conference call with counsel for VIG law firm as to their position on motion; discussion with A. Shepherd regarding research in preparation for motion; [REDACTED]
[REDACTED] review all materials in preparation for motion tomorrow;
[REDACTED]
[REDACTED] review research prepared by S. Reid; discussion with D.J. Miller regarding same; emails with R. Manea regarding draft Orders; [REDACTED]
[REDACTED] further emails regarding research; [REDACTED]
[REDACTED] further emails with S. Reid and D.J. Miller regarding caselaw;
[REDACTED]
[REDACTED]
- Jun-21-13 Prepare for and attend at Court for motion seeking various relief and multiple attendances with Justice Morawetz in connection with relief sought and requirement for counsel for Hamid to attend; various discussions with Deloitte as to issuance of letters to Banks and enforcing terms of Orders once obtained; emails to and from Mr. Hamid's former counsel; discussion with A. Shepherd regarding revised form of Court Orders;

Preparing for motion; discussions with D.J. Miller and S. Reid regarding same; [REDACTED]
[REDACTED] discussions with Deloitte and counsel; emails with B. Bissell; emails regarding Justice Morawetz's endorsement; review email from B. Bissell regarding his retainer; drafting amended Orders; discussion with D.J. Miller regarding same; circulating same to counsel in attendance on motion;
[REDACTED]
- Jun-24-13 Discussion with A. Shepherd regarding letter to be sent to VIG law firm; review draft paid by Dallata to VIG law firm;

Review Bank draft from Dallata to VIG Law sent by A. Laikin; email to Commercial List office regarding revised orders to be signed by Justice Morawetz; emails with D.J. Miller and A. Laikin regarding status of Orders;
- Jun-25-13 Review and revise draft demand to VIG law firm and discussion with A. Shepherd as to status of revised Orders from the Court;

Drafting letter to VIG Law regarding demand; discussion with D.J. Miller regarding same; emails with D.J. Miller regarding same; sending final demand to Deloitte for comment;
- Jun-26-13 Emails with R. Manea regarding Orders; emails with A. Laikin regarding orders;
- Jun-27-13 Review copies of Orders issued by the Court;

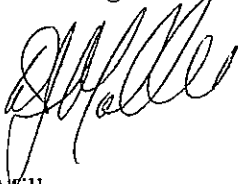
Further emails with A. Laikin and R. Manea regarding orders; attending at court office to pick up orders signed by Justice Morawetz; sending same to Deloitte and Service List;
- Jun-28-13 Review final form of demand issued to VIG law firm;

Emails with A. Laikin regarding sending demand letter to A. VIG review A. Laikin email regarding Macro Sigma accounts; further emails regarding same;

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

<u>Lawyer</u>	<u>Hours</u>	
D. J. Miller	21.60	
Alana Shepherd	22.30	
Sandra Reid	4.70	
Total Fees	\$24,335.00	
HST on Fees	<u>\$3,163.55</u>	
Total Fees and HST		\$27,498.55
 <u>DISBURSEMENTS</u>		
Binding	\$9.18	
Computer Research	\$79.54	
Facsimiles	\$19.50	
Photocopies	\$201.00	
Telephone	\$4.64	
Filing of Motion Record*	\$127.00	
Filing of Court Documents	\$50.00	
Refiling of Notices with Tax Court Office	\$30.00	
Taxis	\$14.16	
Total Taxable Disbursements	\$408.02	
HST on Taxable Disbursements	\$53.04	
Total *Non-Taxable Disbursements	<u>\$127.00</u>	
Total Disbursements and HST		<u>\$588.06</u>
 TOTAL DUE & OWING		 <u>\$28,086.61</u>

Thornton Grout Finnigan LLP



Per: D. J. Miller

E. & O. E. HST # 87042 1039RT * HST Exempt

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Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

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100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

HSBC Bank Canada
70 York Street
3rd Floor
Toronto, ON M5J 1S9

August 16, 2013

Attention: John Borch

Invoice No.27189
File No.100-362

RE: Dallata Consulting Group Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: July 31, 2013

FEES

- Jul-04-13 Email from P. Casey regarding Notice of Bankruptcy in Globe and Mail;
- Jul-05-13 Email from Mr. Hamid's former counsel regarding whether he is continuing to be retained; review email from the Receiver to Mr. Hamid as to Orders issued last week;
- Jul-08-13 Discussion with A. Shepherd as to any response from Vig Law Firm and review response forwarded to the Receiver;
- Jul-15-13 Various emails regarding uncertainty as to whether Mr. Hamid will be attending for an examination in Toronto;
- Jul-16-13 Email to P. Casey regarding letter from Vig Law Firm;
- Jul-18-13 Receive and review motion record from former solicitor seeking to be removed as counsel of record; email to J. Borch regarding same;
- Jul-19-13 Emails from P. Casey and former counsel to Mr. Hamid regarding his motion to be removed as counsel of record;

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

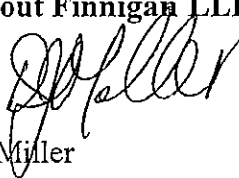
Lawyer
D. J. Miller

Hours
1.50

Total Fees \$1,050.00
HST on Fees \$136.50

TOTAL ACCOUNT: \$1,186.50

Thornton Grout Finnigan LLP



Per: D. J. Miller

E. & O. E. HST # 87042 1039RT * HST Exempt

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Thornton Grout Finnigan LLP
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Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

HSBC Bank Canada
70 York Street
3rd Floor
Toronto, ON M5J 1S9

September 19, 2013

Attention: John Borch

Invoice No.27346
File No.100-362

RE: Dallata Consulting Group Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: August 31, 2013

FEES

- Aug-07-13 Receive and review Order removing solicitors of record in respect of prior counsel;
- Aug-21-13 Call from [REDACTED] as to his being retained by Hamid's sister and information he is seeking; email to Deloitte and HSBC as to this development; email to [REDACTED] with certain information and request authorization and direction from Hamid to authorize the delivery of the requested information;
- Aug-22-13 Emails from and to Deloitte regarding their update in dealing with [REDACTED]
- Aug-23-13 Receive and review copy of letter sent by Deloitte to lawyer which received money from VIG Law; discussion with S. Reid as to letter to be sent following up on this amount;

Review emails;
- Aug-26-13 Draft letter;

Review letter from [REDACTED] discussion with D.J. Miller regarding same; forward to Deloitte;
- Aug-27-13 Continue drafting letter to [REDACTED]

Continue drafting letter to [REDACTED] and discussion with D.J. Miller regarding same;
- Aug-28-13 Review draft letter to lawyer receiving funds and discuss same with S. Reid;

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

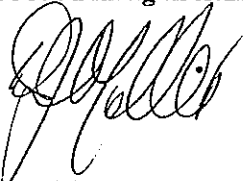
	<u>Lawyer</u>	<u>Hours</u>
	D. J. Miller	1.50
	Sandra Reid	2.10
Total Fees		\$1,680.00
HST on Fees		<u>\$218.40</u>

Tot Fees and HST

\$1,898.40

DISBURSEMENTS

Facsimiles	\$9.50
Total Taxable Disbursements	\$9.50
HST on Taxable Disbursements	\$1.24
Total *Non-Taxable Disbursements	<u>\$0.00</u>

Total Disbursements and HST**\$10.74****TOTAL DUE & OWING****\$1,909.14****Thornton Grout Finnigan LLP**


Per: D. J. Miller

E. & O. E. HST # 87042 1039RT * HST Exempt

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Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

HSBC Bank Canada
70 York Street
3rd Floor
Toronto, ON M5J 1S9

November 19, 2013

Attention: John Borch

Invoice No.27558
File No.100-362

RE: Dallata Consulting Group Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: October 31, 2013

FEES

- Sep-03-13 Receive and review copy of letter from P. Casey received from Hamid's brother; discussion with S. Reid regarding same;
- Review email and letter;
- Oct-01-13 Review and reply to emails;

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

<u>Lawyer</u>	<u>Hours</u>	
D. J. Miller	0.20	
Sandra Reid	0.40	
Total Fees		\$260.00
HST on Fees		<u>\$33.80</u>
Total Fees and HST		\$293.80

DISBURSEMENTS

Facsimiles	\$0.75
Total Taxable Disbursements	\$0.75
HST on Taxable Disbursements	\$0.10

Total Disbursements and HST

\$0.85

TOTAL ACCOUNT:

\$294.65

Thornton Grout Finnigan LLP



Per: Sandra Reid

E. & O. E. HST # 87042 1039RT * HST Exempt

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Thornton Grout Finnigan LLP
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HSBC Bank Canada
70 York Street
3rd Floor
Toronto, ON M5J 1S9

April 21, 2014

Attention: John Borch

Invoice No. 28129
File No. 100-362

RE: Dallata Consulting Group Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: March 31, 2014

FEES

- Mar-19-14 Email from the Receiver with draft final Receiver's Report for review; forward same to D. Nunes for review and discuss motion to terminate receivership;
- Mar-24-14 Correspondence to and from D.J. Miller regarding motion for discharge; review draft receiver's second report and first report;

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

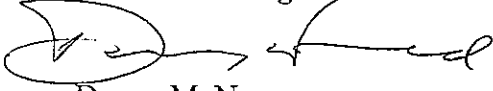
<u>Lawyer</u>	<u>Hours</u>	
D. J. Miller	0.30	
Danny Nunes	1.40	
Total Fees		\$882.50
HST on Fees		<u>\$114.73</u>
Total Fees and HST		\$997.23

DISBURSEMENTS

Facsimiles	\$1.25
Photocopies	<u>\$0.25</u>
Total Taxable Disbursements	\$1.50
HST on Taxable Disbursements	\$0.20
Total *Non-Taxable Disbursements	<u>\$0.00</u>

Total Disbursements and HST	<u>\$1.70</u>
Our account herein	\$998.93
ADD: Estimate to Closing	<u>\$7,500.00</u>
TOTAL DUE AND OWING	<u>\$8,498.93</u>

Thornton Grout Finnigan LLP



Per: Danny M. Nunes

E. & O. E. HST # 87042 1039RT * HST Exempt

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 4.00% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

EXHIBIT “B”

EXHIBIT "B"

Calculation of Average Hourly Billing Rates of
Thornton Grout Finnigan LLP
for the period February 6, 2013 to March 31, 2014

Invoice No.	Fees	Disbursements	HST	Hours	Average Rate	Total
26636	\$13,392.50	\$1,299.15	\$1,870.94	29.70	\$450.00	\$16,562.59
26759	\$59,055.00	\$565.64	\$7,742.36	79.60	\$742.00	\$67,363.00
26910	\$7,315.00	\$86.52	\$960.64	15.40	\$475.00	\$8,362.16
27127	\$24,335.00	\$535.02	\$3,216.59	48.60	\$500.00	\$28,086.61
27189	\$1,050.00	00.00	\$136.50	1.50	\$700.00	\$1,186.50
27346	\$1,680.00	\$9.50	\$219.64	3.60	\$466.00	\$1,909.14
27558	\$260.00	\$0.75	\$33.90	0.60	\$433.00	\$294.65
28129	\$882.50	\$1.50	\$114.93	1.70	\$519.00	\$998.93
TOTAL	\$107,970.00	\$2,498.08	\$14,295.50	180.70	\$536.00	\$124,763.58

EXHIBIT “C”

EXHIBIT "C"

Billing Rates of Thornton Grout Finnigan LLP

For the period February 6, 2013 to December 31, 2013

	<u>Rate</u>	<u>Year of Call</u>
D.J. Miller	\$700	1993
John T. Porter	\$725	1984
Deborah Palter	\$575	1996
Leanne M. Williams	\$575	1999
Alana Sheppard	\$350	2010
Sandra Reid	\$300	2012
Michael Shakra (Articling Student)	\$225	
Annette Fournier (Law Clerk)	\$250.00	

For the period January 1, 2014 to March 31, 2014

	<u>Rate</u>	<u>Year of Call</u>
D.J. Miller	\$725	1993
Danny M. Nunes	\$475	2007

HSBC BANK CANADA

- and -

**DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID**

Applicant

Respondents

Court File No.: CV-13-10040-00CL

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

Proceedings commenced at **Toronto**

AFFIDAVIT OF D.J. MILLER

Thornton Grout Finnigan LLP
Toronto-Dominion Centre
Canadian Pacific Tower
100 Wellington St. West
Suite 3200, P.O. Box 329
Toronto, ON M5K 1K7

D.J. Miller (LSUC# 34393P)

Email: djmiller@tgf.ca

Danny M. Nunes (LSUC# 53802D)

Email: dmunes@lgf.ca

Tel: 416-304-1616

Fax: 416-304-1313

Lawyers for the Court-Appointed Receiver

IN THE MATTER OF Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C-43, as amended

HSBC BANK CANADA

- and -

**DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID**

Applicant

Respondents

Court File No.: CV-13-10040-00CL

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

Proceedings commenced at Toronto

SECOND REPORT OF THE RECEIVER
May 9, 2014

Thornton Grout Finnigan LLP
Toronto-Dominion Centre
Canadian Pacific Tower
100 Wellington St. West
Suite 3200, P.O. Box 329
Toronto, ON M5K 1K7

D.J. Miller (LSUC# 34393P)

Email: djmiller@tgf.ca

Danny M. Nunes (LSUC# 53802D)

Email: dnunes@tgf.ca

Tel: 416-304-1616

Fax: 416-304-1313

Lawyers for the Court-Appointed Receiver

TAB 3

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

THE HONOURABLE) THURSDAY, THE 29TH
)
JUSTICE ►) DAY OF MAY, 2014

B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

**DALLATA CONSULTING GROUP LTD.
and AKRAM HAMID**

Respondents

ORDER

THIS MOTION, made by Deloitte Restructuring Inc. (formerly Deloitte & Touche Inc.), in its capacity as the Court-appointed Receiver (the “**Receiver**”) of the assets, property and undertaking of Dallata Consulting Group Ltd. and Akram Hamid (collectively, the “**Debtors**”) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report of the Receiver dated May 9, 2014 (the “**Second Report**”) and the appendices thereto and on hearing the submissions of counsel for the Bank and the Receiver, no one else appearing although duly served as evidenced by the Affidavit of ► sworn May ►, 2014, filed:

APPROVAL OF RECEIVER'S ACTIVITIES

1. **THIS COURT ORDERS** that the activities of the Receiver as set out in the Second Report be and they are hereby approved.
2. **THIS COURT ORDERS** that the Receiver's Statement of Receipts and Disbursements for the period of March 13, 2013 to March 31, 2014 be and it is hereby approved.

APPROVAL OF FEES AND DISBURSEMENTS

3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver, including those of Deloitte Corporate Finance Limited [Dubai], and its counsel, Thornton Grout Finnigan LLP, as set out in the Second Report and as detailed in the Affidavits of Paul Casey sworn April 28, 2014 and D.J. Miller sworn May 8, 2014, be and they are hereby approved.

RECEIVER'S DISCHARGE

4. **THIS COURT ORDERS** that the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtors, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Deloitte Restructuring Inc. in its capacity as Receiver.
5. **THIS COURT ORDERS AND DECLARES** that Deloitte Restructuring Inc. is hereby released and discharged from any and all liability that Deloitte Restructuring Inc. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Deloitte Restructuring Inc. while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, Deloitte Restructuring Inc. is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

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

IN THE MATTER OF Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C-43, as amended

HSBC BANK CANADA

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**DALLATA CONSULTING GROUP LTD.
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Respondents

Court File No.: CV-13-10040-00CL

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

Proceedings commenced at **Toronto**

DISCHARGE ORDER

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Lawyers for the Court-Appointed Receiver

IN THE MATTER OF Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C-43, as amended

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**MOTION RECORD
(Returnable May 29, 2014)**

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