

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF COTTON GINNY INC., CG OPERATIONS (H/O)
LIMITED, CG OPERATIONS I LIMITED, CG OPERATIONS II
LIMITED**

MOTION RECORD

Date: April 22, 2008

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5

E. Patrick Shea (LSUC#: 39655K)
Phone: (416) 369-7399
Fax: (416) 862-7661

Clifton Prophet (LSUC#: 34345K)
Phone: (416) 369-4610
Fax: (416) 862-7661

Solicitors for Cotton Ginny Inc.

TO: THE ATTACHED SERVICE LIST

COTTON GINNY SERVICE LIST

STIKEMAN ELLIOTT LLP

Barristers and Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Daniel S. Murdoch

Telephone: (416) 869-5529
Facsimile: (416) 947-0866
Email: dmurdoch@stikeman.com

Solicitors for Black Saxon QRC Inc., in its capacity as General Partner for and on behalf of QRC Limited Partnership, Continental Saxon (CG) Limited and CG Capital Limited

MCLEAN & KERR LLP

Barristers & Solicitors
Suite 2600
130 Adelaide Street West
Toronto, ON M5H 3P5

Attention: Linda Galessiere/Gus Camelino/Walter Stevenson

Telephone: (416) 369-6609 (Walter: 416.369.6602)
Facsimile: (416) 366-8571
Email : lgalessiere@mcleankerr.com
gcamelino@mcleankerr.com
wstevenson@mcleankerr.com

Solicitors for OMERS Realty Management Corporation, Ivanhoe Cambridge 1 Inc., Morguard Investments Limited and 20 VIC Management Inc., on behalf of OPB Realty Inc.

GOODMANS LLP

Barristers & Solicitors
250 Yonge Street, Suite 2400
Toronto, ON M5B 2M6

Attention: Jason Wadden/David Bish

Telephone: (416) 979-2211
Facsimile: (416) 979-1234
Email: jwadden@goodmans.ca
dbish@goodmans.ca

Solicitors for The Cadillac Fairview Corporation Limited

GOODMANS LLP

Barristers & Solicitors
250 Yonge Street, Suite 2400
Toronto, ON M5B 2M6

Attention: Frederick L. Myers/Daniel Cappe

Telephone: (416) 597-5923/ (416) 979-2211
Facsimile: (416) 979-1234
Email: fmyers@goodmans.ca
dcappe@goodmans.ca

Solicitors for Effigi Inc.

AYLESWORTH LLP

P.O. Box 124
18th Floor, 222 Bay Street
Toronto, ON M5K 1H1

Attention: Richard B. Jones/Lisa S. Corne

Telephone: (416) 777-4022/(416) 646-4608
Facsimile: (416) 865-1398
Email: rjones@aylaw.com
lcorne@aylaw.com

Solicitors for 6301533 Canada Inc.

WILSON VUKELICH LLP
60 Columbia Way, Suite 710
Markham, ON L3R 0C9

Attention: Douglas D. Langley

Telephone: (905) 940-8711
Facsimile: (905) 940-8785
Email: dlangley@wilsonvukelich.com

Solicitors for Qi & Compagnie Ltd.

FRASER MILNER CASGRAIN
1 First Canadian Place
100 King Street West
Toronto, ON M5X 1B2

Attention: Jane O. Dietrich

Telephone: (416) 863-4467
Facsimile: (416) 863-4592
E-mail: jane.dietrich@fmc-law.com

Solicitors for The Apparel Source, Inc.

OWEN BIRD LAW CORPORATION
P. O. Box 49130
Three Bentall Centre
2900 – 595 Burrard Street
Vancouver, BC V7X 1J5

Attention: Alan A. Frydenlund

Telephone: (604) 691-7511
Facsimile: (604) 632-4486
E-mail: afrydenlund@owenbird.com

**Solicitors for Pioko International Imports Inc., Vikeda Industries Inc., KTC
Canaren Inc., and International Fashions Ltd.**

KRONIS, ROTSZTAIN, MARGLES, CAPPEL

Suite 700
25 Sheppard Avenue West
Toronto, ON M2N 6S6

Attention: Mervyn D. Abramowitz/L. Viet Nguyen

Telephone: (416) 225-8750
Facsimile: (416) 225-3910
E-mail: mabramowitz@krmc-law.com
vnguyen@krmc-law.com

Solicitors for the Monitor

MINISTRY OF THE ATTORNEY GENERAL

Legal Services Branch Revenue & Taxation Group
Suite 601, 1175 Douglas Street, P.O. Box 9289
Stn. Prov. Govt.
Victoria, BC V8W 9J7

Attention: Aaron Welch

Telephone: (250) 356-8589
Facsimile: (250) 387-0700
Email: aaron.welch@gov.bc.ca

Solicitors for Her Majesty the Queen in Right of the Province of British Columbia

CANADA REVENUE AGENCY

Toronto West Insolvency Team
Collections Enforcement
Taxpayer Services and Debt Management Branch
5800 Hurontario Street, P. O. Box 6000
Mississauga, ON L4A 4E9

Attention: Brian J. Webb

Telephone: (905) 615-2358
Facsimile: (905) 277-6247
Email: BrianJ.Webb@cra-arc.gc.ca

CRA REVENUE COLLECTIONS LIAISON

Department of Justice
130 King Street West
Suite 3400, Box 36
Toronto, ON M5X 1K6

Attention: Peter Zevenhuizen

Phone: (416) 601-1179

Facsimile: (416) 601-9710

E-mail: Peter.Zevenhuizen@justice.gc.ca

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**ONTARIO
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**IN THE MATTER OF THE COMPANIES' CREDITORS
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**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF COTTON GINNY INC.,
CG OPERATIONS (H/O) LIMITED, CG OPERATIONS I LIMITED,
CG OPERATIONS II LIMITED**

**NOTICE OF MOTION
(Returnable April 24, 2008)**

**COTTON GINNY INC., CG OPERATIONS (H/O) LIMITED, CG
OPERATIONS I LIMITED, CG OPERATIONS II LIMITED** (individually and together, the
“**Applicant**”) will make a motion to the court on April 24, 2008 at 10:00 a.m., or as soon after
that time as the motion can be heard at 393 University Avenue, Toronto Ontario.

PROPOSED METHOD OF HEARING the Motion will be heard orally.

THE MOTION IS FOR:

- 1. An Order in the form of the Draft Order attached hereto as Schedule “A”.
- 2. Such further and other relief as may be just or equitable.

THE GROUNDS FOR THE MOTION ARE:

- 1. On February 21, 2008, the Applicant was granted an Order under the *Companies' Creditors Arrangement Act* (“**CCAA**”) (the “**Initial Order**”);
- 2. The Initial Order included a general stay of proceedings against the Applicant until March 14, 2008, or such later date as the Court may order (the “**Stay Period**”);

3. The Stay Period will expired on April 24, 2008;
4. The Applicant has proceeded in good faith and with due diligence;
5. Circumstances exist which make as extension of the Stay Period until May 16, 2008 appropriate;
6. The provisions of the CCAA, including section 11(4);
7. Rules 2.03 and 3.02 and 47 of the *Rules of Civil Procedure*; and
8. Such further and other grounds as counsel may advise and this Honourable Court permit.

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

1. Affidavit of Tony Chahine sworn April 22, 2008;
2. The Monitor's Fifth Report dated April 17, 2008;
3. The Monitor's Six Report; and
3. Such further and other evidence as this Honourable Court may permit.

April 22, 2008

GOWLING LAFLEUR HENDERSON LLP

Barristers and Solicitors
1 First Canadian Place, Suite 1600
100 King Street West
Toronto, Ontario M5X 1G5

E. Patrick Shea (LSUC#39655K)

Tel: (416) 369-7399
Fax: (416) 862-7661

Clifton Prophet (LSUC#: 34345K)

Phone: (416) 369-4610
Fax: (416) 862-7661

Solicitors for Cotton Ginny Inc.

Court File No.: 08-CL-7415

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) THURSDAY, THE 24TH
JUSTICE MORAWETZ) DAY OF APRIL, 2008

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

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ARRANGEMENT OF COTTON GINNY INC., CG OPERATIONS (H/O)
LIMITED, CG OPERATIONS I LIMITED, CG OPERATIONS II
LIMITED

ORDER

THIS APPLICATION, made by the Cotton Ginny Inc., CG Operations (H/O) Limited, CG Operations I Limited, CG Operations II Limited (individually and together, the "Applicant") was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Fifth and Sixth Reports of Mintz & Partners Limited (the "Monitor") in its capacity as monitor of the Applicant and the affidavit of Tony Chahine sworn April 22, 2008, on hearing the submissions of counsel for the Applicant, thr Monitor, Effigi Inc., and OMERS Realty Management Corporation, Ivanhoe Cambridge 1 Inc., Morguard Investments Limited and 20 VIC Management Inc, on behalf of OPB Realty Inc.;

SERVICE

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

STAY EXTENSION

2. **THIS COURT ORDERS AND DECLARES** that the Stay Period, as defined in the Initial Order dated February 21, 2008, be and is hereby extended to May 16, 2008.

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**IN THE MATTER OF THE COMPANIES' CREDITORS' ARRANGEMENT
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**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

PROCEEDING COMMENCED AT TORONTO

**NOTICE OF MOTION
(Returnable April 24, 2008)**

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto, Ontario
M5X 1G5

E. Patrick Shea (LSUC #39655K)
Tel: (416) 369-7399
Fax: (416) 862-7661

Solicitors for the Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
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CG OPERATIONS (H/O) LIMITED, CG OPERATIONS I LIMITED,
CG OPERATIONS II LIMITED**

**AFFIDAVIT OF TONY CHAHINE
(Sworn April 22, 2008)**

I, TONY CHAHINE, of the City of Mississauga, in the Province of Ontario, **MAKE
OATH AND SAY:**

1. I am the President of Cotton Ginny Inc. ("**CG Inc.**") and as such have personal knowledge of the facts to which I herein depose, save and except where I have indicated that I have obtained facts from other sources, in which case, I verily believe those facts to be true.
2. This affidavit is being sworn to in support of an application by CG Inc., CG Operations I Limited ("**CG Operations I**"), CG Operations II Limited ("**CG Operations II**") and CG Operations (H/O) Limited ("**HO**" and, together with CG Inc., CG Operations I and CG Operations II, "**Cotton Ginny**"), pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") seeking, *inter alia* an extension of the Stay of Period as defined in the Initial Order dated February 21, 2008 (the "**Initial Order**").

I. Cotton Ginny

3. Cotton Ginny carries on business operating the “Cotton Ginny” chain of retail stores. The Cotton Ginny chain consists of 129 stores located in all of the provinces except Quebec.
4. Cotton Ginny employs approximately 1,300 full and part-time employees.
5. CG Inc. is the main operating company in the Cotton Ginny group of companies. CG Inc. carries on the Cotton Ginny business and is the beneficial owner of all of Cotton Ginny’s inventory and the other assets necessary to carry on the Cotton Ginny business (aside from leasehold interests). The “Cotton Ginny” trademarks are registered in the name of CG Inc. and CG Inc. is the only company in the Cotton Ginny group of companies that has registered “Cotton Ginny” as a business name. CG Inc. has declared and paid taxes on the basis of the income from the Cotton Ginny business.
6. CG Operations I and CG Operations II are lease holding companies that hold the leases for Cotton Ginny’s stores.
7. HO was incorporated to provide head office services and to manage CG Inc.’s business on behalf of CG Inc. It was not intended that HO would carry on business for its own account and HO was to hold any assets registered in its name as bare trustee for CG Inc. Mintz & Partners Limited (the “**Monitor**”), in its capacity as monitor of Cotton Ginny, has been conducting an analysis of HO’s operations and has delivered reports to the Court detailing the results of its analysis.

II. Receivership of Cotton Ginny and CCAA Proceeding

8. On February 6, 2008, Retail Funding Inc. (“**RFI**”) brought an application seeking the appointment of RSM Richter Inc. (“**RSM Richter**”) as interim receiver and receiver of Cotton Ginny. On February 8, 2008, Cotton Ginny made an application under the CCAA to allow Cotton Ginny an opportunity to close a financing to pay RFI in full. That application was opposed by RFI.

9. On February 11, 2008, the Court granted RFI's application and dismissed Cotton Ginny's application under the CCAA.
10. On February 21, 2008, Cotton Ginny again brought an application under the CCAA. This CCAA application was based on the fact that Cotton Ginny had secured financing to pay Retail Funding in full.
11. On February 21, 2008, the Court granted Cotton Ginny's application and an Initial Order was issued. At the same time, an order was made terminating the receivership proceedings against Cotton Ginny and discharging RSM Richter.
12. From February 21, 2008 to date, Cotton Ginny's management has worked to regularize Cotton Ginny's operations.
13. During the time it was appointed over Cotton Ginny, RSM Richter was not in a position to accept any inventory or order new inventory and did not deliver inventory to Cotton Ginny's stores. This presented a major challenge to Cotton Ginny when RSM Richter was discharged due to the linkage between fresh inventory level and sales.
14. While it has taken longer than expected to regularize inventory deliveries, arrangements have also been put in place with Cotton Ginny's key inventory suppliers to provide inventory going-forward.
15. Cotton Ginny has made arrangements to obtain inventory from a number of major suppliers on trade terms substantially the same as were in place prior to the appointment of RSM Richter.
16. Cotton Ginny's management has also begun to develop a 5-year business plan. This business plan will provide the basis for the plan(s) of compromise or arrangement that Cotton Ginny will present to its unsecured creditors.

III. Development of a Plan

17. The 5-year business plan will form the basis for a plan (or plans) of compromise or arrangement in respect to Cotton Ginny. What is contemplated is a plan in respect of CG Inc. that will provide for payments to the Monitor out of Cotton Ginny's net cash flow over a period of time. The plan will also provide that creditors owed less than a fixed amount, or who are willing to reduce their claim for distribution purposes to that fixed amount, will share a pool of money to be paid to the Monitor by Cotton Ginny on implementation of the plan.

18. A key issue for Cotton Ginny at this stage of the process in developing a plan (or plans) of compromise or arrangement is how CG Operations I, CG Operations II and HO will be dealt with in the CCAA proceedings. This depends largely on the outcome of the claims procedure approved by the Court and being carried out by the Monitor.

19. Based only on the claims that have been filed the breakdown of creditors appears to be as follows:

	Number	Quantum
CG Inc.	106	\$18.1 million
CG Operations I	37	\$1.5 million
CG Operations II	26	\$1 million
HO	57	\$9.6 million

20. Cotton Ginny does not believe that the claims against CG Operations I and CG Operations II should be significant. Both of these companies operated as lease holding companies and the only claims against these companies should be in respect of rent for the first 11 days of February 2008.

21. There are, however, a number of creditors who have filed claims against CG Operations I and CG Operations II in amounts that are much higher than expected.

22. Cotton Ginny will consult with the Monitor to understand these claims and, in particular, to determine whether the claims are valid. At this time, Cotton Ginny does not believe a plan should be necessary in respect of CG Operations I and CG Operations II and the claims against CG Operations I and CG Operations II should be paid upon the implementation of a plan in respect of CG Inc.

23. With respect to HO, as set forth in the Monitor's Fourth and Fifth Reports, the transition from a structure whereby the assets associated with Cotton Ginny's business were transferred from the original purchaser to CG Inc. does not appear to have been properly or completely implemented and Cotton Ginny's management did not appear, at times, to understand the distinction between CG Inc. and HO.

24. At this point in time, Cotton Ginny is considering the possibility of filing a plan that contemplates the amalgamation of CG Inc. and HO. The viability of such a plan will depend, among other things, on the outcome of the claims procedure.

25. Preliminary results from the claims process indicate that no single creditor controls the outcome of a vote on a plan of compromise or arrangement that might be filed by CG Inc. or HO.

26. The Monitor is expected to have completed its review and disallowance of the claims filed against Cotton Ginny by April 25, 2008 and creditors have until May 6, 2008 to object to any disallowances. Based on the results of this process, Cotton Ginny will be able to finalize its plan (or plans) of compromise or arrangement by no later than May 16, 2008.

27. The successful reorganization of Cotton Ginny will result in jobs being saved and will ensure that Cotton Ginny's suppliers continue to have a distribution network for their products.

IV. Cash Flow Issues

28. The majority of Cotton Ginny's suppliers and other stakeholders have been extremely supportive of Cotton Ginny's efforts to restructure. They continue to ship new inventory to Cotton Ginny.

29. Cotton Ginny has, however, experienced difficulties in securing the release of inventory for sale by Cotton Ginny. In order to secure the release of inventory to Cotton Ginny's warehouse for delivery on to Cotton Ginny stores, Cotton Ginny is required to pay storage and other charges. In recent weeks, Cotton Ginny has not had sufficient cash availability to pay these charges in order to secure the release of inventory. This issue was identified in the Monitor's Fifth Report dated April 17, 2008. The inventory that is being held in storage is owned by Cotton Ginny.

30. Cotton Ginny has managed notwithstanding its tight cash flow to pay operational obligations and obligations owing to key suppliers based on the terms agreed with those suppliers since the commencement of these proceedings in accordance with the Initial Order and the arrangements made with its key suppliers.

31. A measurable drain on Cotton Ginny's cash flow has resulted from the detailed analysis of HO's operations that has been conducted by the Monitor. While certain aspects of this analysis have been helpful to CG Inc. in understanding the problems that remain from the transition of the management of the Cotton Ginny business from HO to CG Inc., the work has also involved the Monitor conducting detailed reviews of HO's financial records that appear to be driven by the requests made by Effigi Inc. ("**Effigi**") with a view to determining whether HO engaged in any potentially attackable transactions – none of CG Inc.'s or HO's other creditors has made any specific requests of the Monitor *vis a vis* HO. Effigi has filed a proof of claim against HO only.

32. Unfortunately, the full effect of the Monitor work *vis a vis* HO is being borne by CG Inc.'s cash flow and CG Inc.'s creditors. HO has no cash flow out of which to pay the Monitor's fees and expenses. Moreover, the charge in favour of the Monitor and its counsel does not attach to the approximately \$2 million that was garnished by Effigi from bank accounts in HO's name, but containing cash from CG Inc.'s operations that was being held in trust by HO.

33. Cotton Ginny has re-worked its cash flow projections going forward. The Monitor is reviewing these revised cash flows and will provide a report to the Court.

34. Cotton Ginny's cash flow projections indicate that it will be able to carry on business, the immediate payment, in full, of the Monitor's fees and disbursements will continue to be an issue for Cotton Ginny going forward. Cotton Ginny has managed to pay its counsel in accordance with the terms agreed between the parties.

35. Cotton Ginny's key suppliers and Cotton Ginny's DIP lender are on the Service List in this matter and have been receiving copies of the Monitor's reports with respect to Cotton Ginny and its operations, including the issues Cotton Ginny is facing with its cash flow. To my knowledge, none of these persons has expressed concern for Cotton Ginny's future based on the Monitor's reports and, to the best of my knowledge, Cotton Ginny continues to have their support. None of these stakeholders has indicated that they wish the reorganization to terminate before Cotton Ginny has filed a plan (or plans) of compromise or arrangement.

36. Cotton Ginny's key suppliers continue to supply and ship to Cotton Ginny on terms notwithstanding the issues being faced by Cotton Ginny.

V. Conclusion

37. Cotton Ginny is on the verge of filing a plan (or plans) of compromise or arrangement to be considered by its creditors and, based on the preliminary results of the claims procedure, no single creditor controls the outcome of a plan (or plans) of compromise or arrangement that may be filed in respect of Cotton Ginny.

38. While Cotton Ginny has cash flow issues, the company is working to resolve them and the majority of Cotton Ginny's key stakeholders have expressed support for the current restructuring efforts.

39. The successful restructuring of Cotton Ginny is in the best interests of Cotton Ginny's employees and key suppliers and Cotton Ginny is seeking an extension until May 16, 2008 to file a plan (or plans) of compromise or arrangement.

SWORN before me at the City of
Mississauga, in the Province of Ontario,
this 22nd day of April, 2008

A Commissioner for taking affidavits, etc.
TOR LAW 6850039\1

D. J. BUFFONE
BARRISTER & SOLICITOR
2810 Matheson Blvd. E., Suite 200
Mississauga, Ontario
L4W 4X7

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TONY CHAHINE

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GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto, Ontario
M5X 1G5

E. Patrick Shea (LSUC #39655K)
Tel: (416) 369-7399
Fax: (416) 862-7661

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GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

E. PATRICK SHEA (LSUC No. 39655K)
Phone: (416) 369-7399
Fax: (416) 862-7661

Clifton Prophet (LSUC No. 34345K)
Phone: (416) 369-4610
Fax: (416) 862-7661

Solicitors for Cotton Ginny Inc.