Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. and **5004591 ONTARIO INC.**

Respondents

HEARING BRIEF OF THE RECEIVER
(MOTION RETURNABLE NOVEMBER 18, 2026)

September 25, 2026

Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto ON M5V 3H1
Tel: 416.646.4300
Fax: 416.646.4301

Jeffrey Larry (LSO# 44608D)
Tel: 416.646-4330
jeff.larry@paliareroland.com

Ryan Shah (LSO# 88250C)
Tel: 416.646-6356
ryan.shah@paliareroland.com

Lawyers for the Receiver,
TDB Restructuring Limited

TO: SERVICE LIST

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. and **5004591 ONTARIO INC.**

Respondents

INDEX

Tab	Document	Page No.
1	**Notice of Motion of the Receiver, returnable November 18, 2026**	2
2	**Sixth Report of the Receiver, June 8, 2026**	14
A	Appendix A - Appointment Order	37
B	Appendix B - Omnibus Order	55
C	Appendix C - Receiver's Certificate – Kingston Property	67
D	Appendix D - Receiver's Certificate – Toronto Property	71
E	Appendix E - Confidentiality Agreement	76
F	Appendix F - Marketing Brochure	80
G	Appendix G - Template APS	88
H	Appendix H - E-Blast Emails	129
I	Appendix I - Toronto Property MLS Listing	145
J	Appendix J - Big Deadline Email	148
K	Appendix K - Sales Process Order	150

L	Appendix L - Endorsement to Sales Process Order	156
M	Appendix M - 100 Inc. – Final Offer	162
N	Appendix N - Notice of Appeal	165
O	Appendix O - Court of Appeal Decision	180
P	Appendix P - 100 Inc. letter dated October 24, 2025	200
Q	Appendix Q - Paliare Roland letter dated October 27, 2025	203
R	Appendix R - Paliare Roland email dated October 27, 2025	206
S	Appendix S - Paliare Roland letter dated October 30, 2025	209
T	Appendix T - Final Offer	212
U	Appendix U - Garfinkle Biderman letter dated November 3, 2025	247
V	Appendix V - Paliare Roland Repudiation letter	249
W	Appendix W - 160 Lower Offer	252
X	Appendix X - Paliare Roland email to 160 Inc. Agent	293
Y	Appendix Y – Paliare Roland letter dated November 13, 2025	295
Z	Appendix Z – Template APS	299
AA	Appendix AA - Fifth Report Supplement, without appendices	341
BB	Appendix BB - Kingston Property R&D	349
CC	Appendix CC - Toronto Property R&D	351
DD	Appendix DD - Fee Affidavit of Arif Dhanani sworn June 8, 2026	353
EE	Appendix EE - Fee Affidavit of Alexciya Blair sworn June 2, 2026	390
FF	Appendix FF - Fee Affidavits of Avrom Brown sworn June 8, 2026	421
3	**First Supplement to the Sixth Report of the Receiver, July 30, 2026**	442
A	Appendix A - Statement of Adjustments, filed July 31, 2026	448
4	**Second Supplement to the Sixth Report of the Receiver, September 16, 2026**	450
A	Appendix A - Correspondence with counsel to 160 Inc., November 14, 2025	457
5	**Order of Justice Steele, issued December 12, 2025**	465
6	**Transcript of the Examination of Simion Kronenfeld, August 18, 2026**	481
1	Exhibit 1. Affidavit sworn by Mr. Kronenfeld on July 17th, 2026	560
1.1	Email Correspondence	600

1.2	Motion Record of the Receiver, December 4, 2024	602
1.3	Factum of the Receiver, December 2, 2024	775
1.4	December 3, 2024 Letter and First Offer	798
1.5	December 3, 2024 Letter and Second Offer	839
1.6	Supplementary Factum of the Receiver, December 3, 2024	878
1.7	December 6, 2024 Letter and Offer	887
1.8	Third Supplement to the Third Report of the Receiver, December 7, 2024	924
1.9	Aide Memoire Excerpt	938
1.10	Endorsement of Justice Black, December 10, 2024	942
1.11	Email to D. Denis, December 11, 2024	948
1.12	Letter and Offer, December 16, 2024	950
1.13	Notice of Appeal	991
1.14	Letter from J. Larry to J. Kulathungam, December 23, 2024`	1009
1.15	Letter re. Appeal	1012
1.16	Email Correspondence re. Appeal	1016
1.17	Email re. Order, February 19, 2025	1031
1.18	Email re. Order, February 24, 2025	1033
1.19	Email re. Order, March 4, 2025	1035
1.20	Sale Process Order, December 10, 2024	1038
1.21	Factum of the Receiver, April 30, 2025	1045
1.22	Letter from P. Rooney to A. Brown et al., October 24, 2025	1072
1.23	Cameron Stephens Mortgage Capital Ltd. v. Conacher Kingston Holdings Inc., 2025 ONCA 732	1075
1.24	Email from R. Shah to various counsel, October 27, 2025	1096
1.25	Letter from J. Larry to P. Rooney, October 27, 2025	1098
1.26	Letter from P Rooney to J. Larry et al., October 27, 2025	1104
1.27	Letter from P. Rooney to A Brown, October 28, 2025	1107
1.28	Letter from J. Larry to P. Rooney, October 30, 2025	1111
1.29	Letter from A. Brown to P. Rooney, October 30, 2025	1149
1.30	Letter from A. Brown to P. Rooney, November 3, 2025	1155
1.31	Letter from Ryan Shah to Paul Roonety, November 11, 2025	1155

1.32	In Re. Target Canada	1158
2	Exhibit 2. Affidavit sworn by Mr. Kronenfeld on October 8th, 2024	1176
3	Exhibit 3. First Report of the Receiver, July 16, 2024	1185
3.A	Appointment Order	1204
3.B	Substitution Order	1222
3.C	Affidavit of Curtis Jackson affirmed June 26, 2023	1234
3.D	Lakeshore APS	1244
3.E	Parcel Register	1285
3.F	R&D to June 15, 2024	1296
3.G	Affidavit of Arif Dhanani sworn July 16, 2024	1298
3.H	Affidavit of Beatrice Loschiavo sworn July 16, 2024	1319
4	Exhibit 4. Affidavit sworn by Mario Kalemi on July 19th, 2024	1327
4.A	February 2022 Emails and APS	1336
4.B	July 2022 Emails and APS	1351
4.C	Various Emails of July 2022	1362
4.D	Email from P. Kumar to S. Kronenfeld, July 9, 2022 and Amending Agreement	1368
4.E	Email from Kalemi Law to Quintus Holdings, July 9, 2022	1381
4.F	Email from Kalemi Law to Quintus Holdings, July 11, 2022	1384
4.G	Email from P. Rooney to Kalemi Law, July 13, 2022	1388
4.H	Email from P. Rooney to M. Kalemi, July 15, 2022	1392
4.I	Email of May 12, 2023 and Schedule A	1404
5	Exhibit 5. Justice Cavanagh AVO, July 24, 2024	1424
6	Exhibit 6. Sixth Report of Receiver, June 8, 2026	1437
7	Exhibit 7. Affidavit sworn by Mr. Kronenfeld on December 3rd, 2024	1438
7.1	Letter from P. Rooney to A. Dhanani et al., December 3, 2024	1454
7.2	Colliers Property Listing	1494
7	**Answers to Undertakings of Simion Kronenfeld, September 22, 2026**	1497
8	**Transcript of the Examination of Andy Bakhtiari, August 18, 2026**	1501
1	Exhibit 1. Motion Record of 106 Inc., July 20, 2026	1562

1.1	Affidavit of Andy Bakhtiari	1571
1.1.A	Email re. December 16, 2024 Offer	1587
1.1.B	December 16, 2024 Offer	1589
1.1.C	December 3, 2024 Offer	1630
2	Exhibit 2. Sixth Report of Receiver, June 8, 2026	1673
9	**Answers to Undertakings of Andy Bakhtiari, September 18, 2026**	1675

TAB 1

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. and **5004591 ONTARIO INC.**

Respondents

NOTICE OF MOTION

TDB Restructuring Limited, in its capacity as receiver and manager (in such capacity, the "**Receiver**") of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "**Kingston Property**") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**" and together with the Kingston Property, the "**Properties**") will make a motion to a Judge presiding over the Commercial List on November 18, 2026 at 9:30 AM, or as soon after that time as the Motion can be heard.

Capitalized terms not otherwise defined herein adopt the definition given to them in the Sixth Report of the Receiver dated June 8, 2026 (the "**Sixth Report**").

PROPOSED METHOD OF HEARING: The motion is to be heard in person at the following location: 393 University Ave., Toronto, Ontario, M5G 1E6.

THIS MOTION IS FOR:

(a) Orders approving:

(i) the Sixth Report and the Receiver's activities set out therein;

(ii) the interim statements of receipts and disbursements of the Receiver for the period December 22, 2023 to May 31, 2026, appended to the Sixth Report (the "**Interim SRD**"); and

(iii) the fees and disbursements of the Receiver and its counsel set out in the Sixth Report;

(b) A declaration that the 100 Inc. Deposit be forfeited to the Receiver and authorizing Garfinkle Biderman LLP to release the 100 Inc. Deposit to the Receiver;

(c) Judgment against 1001079582 Ontario Inc. and 1604706 Ontario Inc. for damages in respect of their defaults under the 100 Inc. Agreement and the 160 Inc. Agreement, respectively, together with pre- and post-judgment interest thereon at the contractual rate or, in the alternative, under the *Courts of Justice Act*;

(d) The costs of this motion, plus applicable taxes; and

(e) Such further and other relief as counsel may advise and this Court deems just.

THE GROUNDS OF THIS MOTION ARE:

A. The Receivership

(f) On December 6, 2023, RSM Canada Limited ("**RSM**") was appointed receiver and manager of the Properties (effective December 22, 2023), by order of Justice Conway (the "**Receivership Order**");

(g) The Toronto Property was owned by 5004591 Ontario Inc. ("**500 Inc.**");

(h) The Kingston Property was owned by Conacher Kingston Holdings Inc. ("**Conacher**" and, together with 500 Inc., the "**Debtors**");

(i) On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM;

B. The initial sales process

1. Initial sale efforts

(a) With its real estate broker Colliers Macaulay Nicolls Inc. ("**Colliers**"), the Receiver initially marketed the Toronto Property from March 2024 to June 2024;

(b) On June 12, 2024, the Receiver and Lakeshore Lux and Design Build Group Inc. entered into an agreement of purchase and sale for the Toronto Property on an "as is, where is" basis (the "**Terminated APS**");

(c) On July 24, 2024, the Court granted an AVO in respect of the Terminated APS, which was scheduled to close on July 30, 2024;

(d) After a series of extensions, Lakeshore Lux was unable to close the transaction;

2. The Toronto APS and Sale Process Order

(e) On September 26, 2024, the Receiver executed the Toronto APS (as defined in the Sixth Report) with the Toronto Purchaser;

(f) The Receiver sought the approval of the Toronto APS in a motion before this Court, which was heard on December 4 and 10, 2024. In between these two hearings, 100 Inc. made a number of offers to purchase the Toronto Property, the highest of which was approximately 37% higher than the Toronto APS (the "**Higher Offer**");

(g) When the parties returned to court on December 10, 2024, the Receiver continued to seek the approval of the Toronto APS, but also took the alternate position that, given the magnitude in the price difference between the Higher Offer and the Toronto APS, the Court could briefly re-open the bidding to consider further offers. Justice Black agreed with this approach and instead of approving the Toronto APS, directed that the Receiver solicit further bids for the purchase of the Toronto Property until December 16, 2024 at 5:00 PM (the "**Sale Process Order**");

(h) Pursuant to the Sales Process Order, 100 Inc. submitted a final offer for the Toronto Property (the "**Final Offer**");

C. The Appeal and purported withdrawal of the Higher Offer

(i) On December 16, 2024, the Toronto Purchaser filed a notice of appeal of the Sale Process Order (the "**Appeal**").

(j) On October 24, 2025, counsel to 100 Inc. sent a letter to the Receiver purporting to withdraw the Higher Offer. The Receiver objected to 100 Inc.'s purported withdrawal of the Higher Offer;

(k) On October 27, 2025, the Court of Appeal for Ontario dismissed the Appeal;

(l) The Toronto Purchaser filed its notice of appeal while there remained approximately 1 hour in the sales process directed by the Sale Process Order. As a result, the Court of Appeal directed that the Receiver solicit further bids for the Toronto Property for 48-hours after the Receiver gave notice to parties of the outcome of the Appeal;

D. Further Sales Process

(m) On October 27, 2025 at 12:00 PM, counsel to the Receiver circulated the Court of Appeal's decision in the Appeal to the relevant parties. This meant that the 48-hour period for further offers concluded at 12:00 PM on October 29, 2025;

(n) At the end of this period, the Receiver received no superior offers to that of 100 Inc. Accordingly, on October 30, 2025, the Receiver signed back the Final Offer (the "**100 Inc. Agreement**") and advised 100 Inc. that the Receiver intended to close this transaction;

(o) 100 Inc. ultimately defaulted under the 100 Inc. Agreement by failing to pay the required deposit. The Receiver then terminated the 100 Inc. Agreement;

(p) The Receiver subsequently signed back the next highest offer, being the offer from 160 Inc. (the "**160 Inc. Agreement**"), and advised 160 Inc. that the Receiver intended to close this transaction;

(q) 160 Inc. defaulted under the 160 Inc. Agreement by failing to pay the required deposit. The Receiver then terminated the 160 Inc. Agreement;

(r) Next, the Receiver sought to complete the next highest offer, being that reflected in the Toronto APS. On December 12, 2025, the Court approved the sale of the Toronto Property and the Toronto APS and the Receiver subsequently closed this transaction;

E. Judgment and forfeiture of 100 Inc. Deposit

(s) The Receiver seeks judgment against 100 Inc. and 160 Inc. in respect of 100 Inc. and 160 Inc.'s breach of contract in connection with the 100 Inc. Agreement and 160 Inc. Agreement, respectively;

(t) After the conclusion of the further sales process conducted after the dismissal of the Appeal, the offers from 100 Inc. and 160 Inc. remained open for acceptance by the Receiver because:

(i) The Receiver's form of template agreement of purchase and sale sets out at item #7(b) of Schedule D that "A Bid must be received by the Bid Deadline, in accordance with Section 3 above, and must be irrevocable until the date on which the Receiver obtains court approval of the Successful Bid";

(ii) The efficacy and integrity of sales processes in Court-supervised insolvencies depends on offers to purchase assets for sale being irrevocable, so that the Court-appointed officer is permitted a reasonable opportunity to consider and compare competing offers, and seek Court-approval of the most advantageous offer; and

(iii) Having regard to the nature of Court-supervised insolvency asset sales and, in particular, the terms of the Receiver's Sales Process, the submission of an offer in the Receiver's Sales Process evinces an intention that an offeror's offer be irrevocable pending Court-approval of a Successful Bid;

(u) Accordingly, after the Receiver signed back the 100 Inc. Agreement and 160 Inc. Agreement, 100 Inc. and 160 Inc. defaulted under their respective agreements by failing to pay the required deposits;

(v) It is appropriate to address the Receiver's claims against both 100 Inc. and 160 Inc. through a single motion, as opposed to a full action for the following reasons:

(i) The Receiver's claims are based on straightforward documentary evidence and the Receiver is not aware of any disputed facts relevant to these claims;

(ii) If the Receiver were required to pursue these claims by way of an action, such action would be appropriate for resolution through a summary judgment motion;

(iii) The Receiver's claims for damages have already crystallized given that the Receiver has sold the Toronto Property further to Court approval. Calculation of damages is therefore a simple exercise – damages will be the difference between the 100 Inc. Agreement and the 160 Inc. Agreement, on the one hand, and the Toronto APS, on the other; and

(iv) Resolution of the Receiver's claims, each of which engages similar facts and issues (including, in particular, the issue of damages), through one consolidated motion will promote efficiency and reduce costs for all parties. Such an outcome is consistent with the purposes and objectives of the *Bankruptcy and Insolvency Act* and the "single proceeding model" upon which it is based;

F. Activities, professional fees and disbursements

(w) In carrying out its duties pursuant to the Receivership Order, the Receiver and the Receiver's counsel have incurred professional fees and disbursements;

(x) Paragraph 18 of the Receivership Order authorizes the Receiver to periodically pay its fees and disbursements, and that of its counsel, subject to approval by the Court;

(y) This Court should approve the Interim SRD and the fees of the Receiver and its counsel to fund the Receiver's continued activities for the benefit of all stakeholders;

(z) This Court should approve the activities of the Receiver described in the Sixth Report and the First Supplement, which activities have been for the benefit of the stakeholders of the Real Property;

(aa) The provisions 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 and the inherent and equitable jurisdiction of this Court;

(bb) Rules 2.03, 3.02 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

(cc) Such further and other grounds as counsel may advise and this Honourable Court may deem just.

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

(dd) The Sixth Report; and

(ee) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

June 19, 2026

Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto ON M5V 3H1
Tel: 416.646.4300
Fax: 416.646.4301

Jeffrey Larry (LSO# 44608D)
Tel: 416.646-4330
jeff.larry@paliareroland.com

Ryan Shah (LSO# 88250C)
Tel: 416.646-6356
ryan.shah@paliareroland.com

Lawyers for the Receiver, TDB Restructuring Limited

TO: Service List

Court File No. CV-23-00701672-00CL

CAMERON STEPHENS MORTGAGE CAPITAL LTD.
Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

NOTICE OF MOTION

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West, 35th Floor
Toronto, ON M5V 3H1
Fax: (416) 646-4301

Jeffrey Larry (LSO#44608D)
Tel: 416.646.4330
jeff.larry@paliareroland.com

Ryan Shah (LSO# 88250C)
Tel: 416.646.6356
ryan.shah@paliareroland.com

Lawyers for the Receiver, TDB Restructuring Limited

TAB 2

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W., Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

IN THE MATTER OF THE RECEIVERSHIP OF

311 CONACHER DRIVE, KINGSTON, ONTARIO AND

2849, 2851, 2853, 2855 AND 2857 ISLINGTON AVENUE, TORONTO, ONTARIO

SIXTH REPORT OF THE RECEIVER

JUNE 8, 2026

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

Contents

1.0 INTRODUCTION 1
1.1 Purpose of Report 1
1.2 Terms of Reference 3
2.0 SALE OF THE TORONTO PROPERTY 3
2.1 Chronology of Events 3
2.1.1 Initial Offer Period 3
2.1.2 Second Offer Period 5
2.1.3 December 4 Hearing 6
2.1.4 December 10 Hearing 6
2.1.5 The Appeal 7
2.1.6 Purported Withdrawal of the Final Offer 8
2.1.7 The 160 Inc. Agreement 9
2.2 Forfeit of 100 Inc. Deposit 10
3.0 RECEIVER'S ACTIVITIES 12
3.1 Kingston property activities 12
3.2 Toronto property activities 13
4.0 SECURED CREDITORS 14
5.0 PROPOSED FINAL DISTRIBUTION 15
6.0 RECEIPTS AND DISBURSEMENTS 15
6.1 Kingston Property R&D 15
6.2 Toronto Property R&D 15
7.0 PROFESSIONAL FEES 16
7.1 Kingston Property 16
7.2 Toronto Property 16
8.0 RECEIVER'S REQUEST OF THE COURT 17

APPENDICES

Appointment Order ..... A

Omnibus Order ..... B

Receiver's Certificate – Kingston Property C

Receiver's Certificate – Toronto Property ..... D

Confidentiality Agreement ..... E

Marketing Brochure ..... F

Template APS ..... G

E-Blast Emails ..... H

Toronto Property MLS Listing I

Bid Deadline Email ..... J

Sales Process Order ..... K

Endorsement to Sales Process Order L

100 Inc. – Final Offer ..... M

Notice of Appeal ..... N

Court of Appeal Decision ..... O

100 Inc. Letter Dated October 24, 2025 ..... P

Paliare Roland Letter Dated October 27, 2025 ..... Q

Paliare Roland Email Dated October 27, 2025 ..... R

Palaire Roland Letter Dated October 30, 2025 ..... S

Final Offer ..... T

Garfinkle Biderman November 3, 2025 Letter ..... U

Paliare Roland Repudiation Letter V

160 Lower Offer ..... W

Paliare Roland Email to 160 Inc. Agent X

Fifth Report Supplement, without appendices ..... AA

Kingston Property R&D ..... BB

Toronto Property R&D CC

Fee Affidavit of Arif Dhanani, sworn June ___, 2026 ..... DD

Fee Affidavit of Alexciya Blair, sworn June 2, 2026 ..... EE

Fee Affidavits of Avrom Brown, sworn June 8, 2026 ..... FF

1.0 INTRODUCTION

1.2 Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on December 6, 2023, which order was effective December 22, 2023 (the "**Appointment Order**"), RSM Canada Limited was appointed receiver (the "**Receiver**"), without security, of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "**Kingston Property**") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**" and together with the Kingston Property, the "**Properties**"). A copy of the Appointment Order is attached hereto as **Appendix** "**A**".

2.2 On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the "**Omnibus Order**"). A copy of the Omnibus Order is attached hereto as **Appendix** "**B**".

3.2 In connection with sale of the Kingston Property, on October 17, 2025, the Receiver sought and the Court granted an approval and vesting order in favour of 2349891 Ontario Inc. The sale of the Kingston Property successfully closed to the Receiver's satisfaction on November 27, 2025 and the Receiver's Certificate in connection therewith is attached hereto as **Appendix** "**C**".

4.2 With respect to the sale of the Toronto Property, on December 12, 2025, the Receiver sought and the Court granted an approval and vesting order in favour of Arjun Anand in trust for a company to be formed (the "**Toronto Purchaser**"). The sale of the Toronto Property conveyed the property in two parts to two purchasers, namely, 1001079467 Ontario Inc. and 1001436230 Ontario Inc. The sale successfully closed to the satisfaction of the Receiver on December 30, 2025 and the Receiver's Certificate in connection therewith is attached hereto as **Appendix** "**D**".

5.2 The Receiver retained the firm of Paliare Roland Rosenberg Rothstein LLP ("**Paliare Roland**") as the Receiver's independent insolvency counsel and the firm of Garfinkle Biderman LLP ("**Garfinkle Biderman**") as the Receiver's real estate counsel.

1.1 Purpose of Report

6.2 The purpose of this sixth report of the Receiver is to provide the Court with:

(a)2 a chronology of events relating to the sale of the Toronto Property and rationale in support of the Receiver's request for the Court to grant an order declaring that the deposit (the "**100 Inc. Deposit**") paid by 1001079582 Ontario Inc. ("**100 Inc.**"), currently held in trust with Garfinkle Biderman, is forfeited on the basis of 100 Inc.'s default in completing the transaction with the Receiver for the sale of the Toronto Property;

(b)2 an update on the activities of the Receiver in connection with the Kingston Property and the Toronto Property;

(c)2 information on the amount owed to Cameron Stephens by the Debtor and the approximate shortfall to be suffered by Cameron Stephens;

(d)2 provide the Court with summaries of the Receiver's cash receipts and disbursements for the period from December 22, 2023 to May 31, 2026 in respect of Kingston Property (the "**Kingston Property R&D**") and the Toronto Property (the "**Toronto Property R&D**");

(e)2 support the Receiver's recommendation that the Court grant orders, among other things:

i.2 awarding judgment in favour of the Receiver against 100 Inc. and 160 Inc. (as defined below) in connection with their defaults under the 100 Inc. Agreement and the 160 Inc. Agreement (both as defined below), respectively;

ii.2 declaring that the 100 Inc. Deposit be forfeited to the Receiver;

iii.2 approving the Sixth Report and the activities of the Receiver set out herein;

iv.2 approving the fees and disbursements of the Receiver and of the Receiver's counsel set out in the fee affidavits attached hereto;

v.2 authorizing and directing the Receiver to make a distribution of any funds remaining in its possession to Cameron Stephens (including the

Deposit), after payment of all professional fees and costs related to the Receivership administration; and

vi.2 awarding the Receiver the costs of this motion, plus applicable taxes.

1.2 Terms of Reference

7.2 In preparing the Sixth Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "**Information**"). Certain of the information contained in the Sixth Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

8.2 Unless otherwise stated, all dollar amounts contained in the Sixth Report are expressed in Canadian dollars.

2.0 SALE OF THE TORONTO PROPERTY

2.1 Chronology of Events

2.1.1 Initial Offer Period

9.2 On December 6, 2023, the Receiver was appointed by Order of Justice Conway (which Appointment Order was effective December 22, 2023).

10.2 On March 22, 2024, the Receiver entered into an MLS listing agreement with Colliers Macaulay Nicolls Inc., Brokerage ("**Colliers**") in respect of the Toronto Property.

11.2 Colliers began listing the Toronto Property on MLS on March 25, 2024 and commenced a marketing campaign and sales process (the "**Sales Process**") for the Toronto Property on April 4, 2024.

12.2 Colliers created and maintained an online data room in order to facilitate due diligence for prospective purchasers. Colliers drafted a form of confidentiality agreement for interested parties to execute in order to be given access to a virtual data room and perform due diligence (the "**Confidentiality Agreement**").

13.2 A blank copy of the Confidentiality Agreement is attached hereto as **Appendix** "**E**".

14.2 In addition to listing the Toronto Property on MLS on March 25, 2024, Colliers undertook the following marketing activities for the Toronto Property:

(a)2 e-mails were sent to Colliers' distribution list of approximately 3,000 parties, which emails contained a marketing brochure, a website link to Colliers' webpage for the Toronto Property and a link to the Confidentiality Agreement. A copy of the marketing brochure disseminated by Colliers is attached hereto as **Appendix** "**F**"; and

(b)2 an electronic data room was set up to provide access to confidential information pertaining to the Toronto Property to parties who executed the Confidentiality Agreement.

15.2 In correspondence to potentially interested parties, Colliers advised that:

(a)2 Parties wishing to submit an offer to purchase the Toronto Property were required to submit an offer in the form of a template agreement of purchase and sale (the "**Template APS**"). A copy of the Template APS is attached hereto as **Appendix** "**G**"; and

(b)2 The deadline for parties to submit offers to purchase the Toronto Property was June 3, 2024.

16.2 The Template APS provided parties with notice of the rules and procedures governing the Receiver's Sales Process in the form of a schedule appended thereto.

17.2 After June 3, 2024, and as set out in greater detail in the First Report, on June 12, 2024, the Receiver determined that the Lakeshore Luxe Design and Build Group Inc.'s ("**Lakeshore**") offer was the best offer received and, accordingly, the Receiver entered into an agreement of purchase and sale for the Toronto Property with Lakeshore (the "**Lakeshore APS**").

18.2 As set in greater detail in the Second Report, Lakeshore was unable to close pursuant to the terms of the Lakeshore APS. On August 27, 2024, the Receiver terminated the Lakeshore APS.

2.1.2 Second Offer Period

19.2 Following the termination of the Lakeshore APS on August 29, 2024, Colliers began remarketing the Toronto Property on the Receiver's behalf by re-listing the Toronto Property on MLS and by sending a promotional e-mail blasts to its database of approximately 3,000 potentially interested parties on September 5, 11, and 17, 2024. Copies of these emails are attached hereto as **Appendix** "**H**".

20.2 The September 17, 2024 e-mail blast notified parties that the deadline to submit offers for the Toronto Property was being set to September 26, 2024.

21.2 A copy of the August, 2024 MLS listing of the Toronto Property is attached hereto as **Appendix "I"**.

22.2 The September 26, 2024 bid deadline was also communicated to parties who had signed Confidentiality Agreements through an email that was also sent on September 17, 2024 by Colliers, which email is attached hereto as **Appendix** "**J**".

23.2 This email invited parties to submit an offer to purchase the Toronto Property using the Receiver's form of Template APS and attached a copy of the Template APS.

24.2 After September 26, 2024, and as set out in greater detail in the Third Report, on October 7, 2024, the Receiver determined that the Toronto Purchaser's offer was the best offer received and, accordingly, the Receiver entered into the Toronto APS with the Toronto Purchaser.

25.2 The Toronto APS contemplated the purchase of the Toronto Property for $2,625,000.

2.1.3 December 4 Hearing

26.2 As set out in greater detail in the Receiver's third report dated November 25, 2024, the Receiver commenced a motion (the "**Motion**") seeking, among other things, approval of the Toronto APS.

27.2 The return date for the Motion was originally scheduled for December 4, 2024. On the day before this hearing, 100 Inc. made two offers to purchase the Toronto Property from the Receiver. The Receiver understands that 100 Inc. is a company related to 5004591 Ontario Inc., the previous registered owner of the Toronto Property.

28.2 These offers were 6.7% and 14.2% higher than the Toronto APS, respectively.

29.2 On December 3, 2024, 100 Inc. paid the 100 Inc. Deposit to Garfinkle Biderman, which was in the amount of $300,000.

30.2 In light of these offers, on December 4, 2024, the Justice Black adjourned the hearing of the Motion to December 10, 2024

31.2 On December 6, 2024, 100 Inc. made a third offer of $3,801,000 (the "**Higher Offer**") to purchase the Toronto Property, which offer was 37% higher than the Toronto APS.

2.1.4 December 10 Hearing

14.2 At the December 10, 2024 hearing of the Motion, the Receiver maintained its initial position that the Court should approve the Toronto APS but also acknowledged that, in light of the magnitude of the Higher Offer, it was also open to the Court to find that the Higher Offer was "substantially higher" than the Toronto APS, in which case, the Receiver would recommend that the Toronto Property be re-marketed for a brief period of time. In this regard, the Receiver provided the Court with cases where a court considered if a subsequent offer was "substantially higher" for the purpose of this analysis.

15.2 The Higher Offer was supported by several stakeholders, including Cameron Stephens Mortgage Capital Inc., the first mortgagee of the Toronto Property.

16.2 Justice Black held that the Receiver's conduct of its sale process for the Toronto Property was "unassailable." However, Justice Black ultimately found that the Higher Offer was "substantially higher" than the Toronto APS, such that it was in the interests of the stakeholders of the Toronto Property to re-open bidding for the Toronto Property until 5 p.m. on December 16, 2024. Copies of Justice Black's order (the "**Sales Process Order**") and endorsement issued by the Court in relation to this decision are attached hereto as **Appendix** "**K**" and **Appendix** "**L**", respectively.

17.2 On December 13, 2024 and on December 16, 2024, 100 Inc. submitted two further offers. 100 Inc.'s December 16, 2024 is referred to herein as the "**Final Offer**".

18.2 A copy of the letter from counsel to 100 Inc. enclosing the Final Offer is attached hereto as **Appendix** "**M**".

2.1.5 The Appeal

19.2 On December 16, 2024, the Toronto Purchaser filed a notice of appeal with the Court of Appeal for Ontario in respect of the Sales Process Order (the "**Appeal**"). A copy of this notice of appeal is attached hereto as **Appendix** "**N**".

20.2 The Receiver agreed with the Toronto Purchaser's position that the filing of the Appeal stayed the Sales Process Order and, accordingly, the Receiver refrained from dealing with offers from potential purchasers after the Appeal was decided.

21.2 The Receiver and 100 Inc. opposed the Appeal on the grounds that the Sales Process Order was, in the main, a discretionary decision that resulted from Justice Black considering the appropriate factors and adopting one of two possible recommendations made by the Receiver.

22.2 On October 27, 2025, the Court of Appeal dismissed the Appeal. A copy of this decision is attached hereto as **Appendix** "**O**".

23.2 At the time that the Toronto Purchaser filed its notice of appeal on December 16,2024, there remained approximately 1 hour in the continued Sales Process

directed by the Sales Process Order. As a result, the Court of Appeal directed that the Receiver solicit further bids for the Toronto Property for 48-hours after the Receiver gave notice to parties of the outcome of the Appeal.

2.1.6 Purported Withdrawal of the Final Offer

24.2 On October 24, 2025, counsel to 100 Inc. sent a letter to the Receiver purporting to withdraw the Final Offer. A copy of this letter is attached hereto as **Appendix** "**P**".

25.2 The Receiver objected to the propriety of this purported withdrawal and took the position that the Final Offer was not revocable by 100 Inc. This position was communicated to 100 Inc. in a letter from counsel to the Receiver to counsel to 100 Inc. dated October 27, 2025. A copy of this letter is attached hereto as **Appendix** "**Q**".

26.2 On October 27, 2025 at 12:00 PM, counsel to the Receiver circulated the Court of Appeal's decision in the Appeal to the relevant parties. A copy of the email from the Receiver's counsel providing this notice is attached hereto as **Appendix** "**R**". This meant that the 48-hour period for further offers concluded at 12:00 PM on October 29, 2025.

27.2 As of the end of the Sales Process for the Toronto Property, as extended by the Court of Appeal, the Receiver received no superior offers to that of 100 Inc.

28.2 On October 30, 2025, the Receiver signed back the Final Offer and advised 100 Inc. that the Receiver intended to close this agreement (being the "**100 Inc. Agreement**") by seeking an Approval and Vesting Order for the same from this Court. A copy of the letter from counsel to the Receiver to counsel to 100 Inc. enclosing the fully executed Final Offer is attached hereto as **Appendix** "**S**".

29.2 A copy of the Final Offer is attached hereto as **Appendix** "**T**".

30.2 On November 3, 2025, after the Receiver signed back the Final Offer, forming the 100 Inc. Agreement, Garfinkle Biderman, in its role as real estate counsel to the Receiver, sent a letter to counsel to 100 Inc. noting that it only had $300,000 on account of the deposit that 100 Inc. was required to pay under the 100 Inc.

Agreement. Pursuant to the 100 Inc. Agreement, 100 Inc. was required to pay a deposit in the amount of $380,100.

31.2 Garfinkle Biderman's November 3, 2025 letter demanded that 100 Inc. pay the balance of the deposit contemplated by the 100 Inc. Agreement within 48 hours. A copy of Garfinkle Biderman's November 3, 2025 letter is attached hereto as **Appendix** "**U**".

32.2 100 Inc. defaulted under the Final Offer by failing to pay the entirety of such deposit within 48 hours of receipt of Garfinkle Biderman's November 3, 2025 letter, or at all. The Receiver has taken the position that 100 Inc.'s conduct amounted to a repudiation of the Final Offer by 100 Inc.

33.2 On November 11, 2025, the Receiver elected to accept this repudiation by 100 Inc. and treat the Final Offer as terminated while reserving its right to sue 100 Inc. for damages. This position was set out in a letter from the Receiver's counsel to 100 Inc.'s counsel, which is attached hereto as **Appendix** "**V**".

2.1.7 The 160 Inc. Agreement

34.2 After the Final Offer, the next highest offer received by the Receiver to purchase the Toronto Property was $3,688,000, from 1604706 Ontario Inc. ("**160 Inc.**").

35.2 On November 3, 2025, the real estate agent of 160 Inc. emailed the Receiver and purported to submit a further, lower offer to purchase the Toronto Property on behalf of 160 Inc. A copy of this lower offer is attached hereto as **Appendix** "**W**".

36.2 On November 5, 2025, counsel to the Receiver emailed 160 Inc.'s real estate agent and advised that 160 Inc. was not entitled to reduce their original offer to purchase the Toronto Property because this original offer remains open for acceptance for the duration of the Receiver's Sales Process for the Toronto Property. A copy of this email is attached hereto as **Appendix** "**X**".

37.2 On November 13, 2025, the Receiver signed back the original offer submitted by 160 Inc.(such agreement being the "**160 Inc. Agreement**"). A copy of the letter from

counsel to the Receiver to counsel to 160 Inc. enclosing the 160 Inc. Agreement is attached hereto as **Appendix** "**Y**".

38.2 This letter noted that article 2.5 of the 160 Inc. Agreement required 160 Inc. to pay a deposit of $368,800 to the Receiver on submission of its offer to the Receiver. 160 Inc. failed to do this and, accordingly, this letter demanded that 160 Inc. pay such deposit to the Receiver's real estate counsel by November 14, 2025 at 1:00 PM.

39.2 A copy of the 160 Inc. Agreement is attached hereto as **Appendix** "**Z**".

40.2 As with 100 Inc., 160 Inc. defaulted under the 160 Inc. Agreement by failing to pay the entirety of the deposit that it was required to pay under the terms of the 160 Inc. Agreement.

41.2 The Receiver has reserved its rights against 100 Inc. and 160 Inc. and is now in a position to address its disputes with these parties on the basis that the sale of the Toronto Property has closed.

2.2 Forfeit of 100 Inc. Deposit

42.2 As set out above, 100 Inc. submitted its final bid on December 16, 2024 in accordance with the Court's auction process pursuant to the Sales Process Order; however, no blackline to the Receiver's form of APS was provided. Counsel to 100 Inc., in its cover letter to the Final Offer, states "The additional $XXX of deposit will be provided within 24 hours of acceptance of the Agreement by the Receiver, as described in your standard agreement terms."

43.2 Shortly thereafter, the Receiver received the Toronto Purchaser's notice of appeal and, on the advice of Paliare Roland, the Receiver was stayed from dealing with any offers.

(a)2The Receiver's form of Template APS sets out at item #7(b) of Schedule D that "A Bid must be received by the Bid Deadline, in accordance with Section 3 above, and must be irrevocable until the date on which the Receiver obtains court approval of the Successful Bid";

(b) The efficacy and integrity of sales processes in Court-supervised insolvencies depends on offers to purchase assets for sale being irrevocable, so that the Court-appointed officer is permitted a reasonable opportunity to consider and compare competing offers, and seek Court-approval of the most advantageous offer; and

(c) Having regard to the nature of Court-supervised insolvency asset sales and, in particular, the terms of the Receiver's Sales Process, the submission of an offer in the Receiver's Sales Process evinces an intention that an offeror's offer be irrevocable pending Court-approval of a Successful Bid.

44. Based on the foregoing, the Receiver's position is that: (i) both 100 Inc. and 160 Inc. defaulted under their respective agreements with the Receiver; (ii) the Receiver is entitled to judgment against 100 Inc. and 160. Inc. for the difference between the price of the Toronto APS and their respective agreements with the Receiver, plus interest and costs; and (iii) the 100 Inc. Deposit is forfeit and should be released by Garfinkle Biderman to the Receiver.

45. The Receiver further recommends that it is appropriate to address its claims against both 100 Inc. and 160 Inc. through a single motion, as opposed to a full action for the following reasons:

(a) The Receiver's claims are based on straightforward documentary evidence and the Receiver is not aware of any disputed facts relevant to these claims;

(b) If the Receiver were required to pursue these claims by way of an action, such action would be appropriate for resolution through a summary judgment motion;

(c) The Receiver's claims for damages have already crystallized given that the Receiver has sold the Toronto Property further to Court approval in a Court-supervised sales process. Calculation of damages is therefore a simple exercise – that is, damages will be the difference between the 100 Inc. Agreement and the 160 Inc. Agreement, on the one hand, and the Toronto APS, on the other; and

(d)2 Resolution of the Receiver's claims, each of which engages similar facts and issues (including, in particular, the issue of damages), through one consolidated motion will promote efficiency and reduce costs for all parties. Such an outcome is consistent with the purposes and objectives of the *Bankruptcy and Insolvency Act* and the "single proceeding model" upon which it is based.

3.0 RECEIVER'S ACTIVITIES

46.2 In each of its previous reports, the Receiver has set out its activities based on whether the main relief sought in each report was in respect of the Kingston Property or the Toronto Property. The Receiver has also billed its time separately for each of the Kingston Property and the Toronto Property, in the event that there were sufficient realizations to pay out Cameron Stephens and a distribution was to be made to other creditors of each property.

47.2 A summary of the Receiver's activities in connection with: (i) the Kingston Property since its fourth report dated October 6, 2025 (the "**Fourth Report**"), in which the Receiver sought an approval and vesting order for the sale of the Kingston Property, are set out below; and (ii) the Toronto Property since its fifth report dated November 28, 2025 (the "**Fifth Report**"), in which the Receiver sought an approval and vesting order for the sale of the Toronto Property, are set out thereafter.

3.1 Kingston property activities

(a)2 finalizing, signing and assembling the Fourth Report for service and send same to Paliare Roland;

(b)2 addressing the request of the second mortgagee of the Kingston Property for disclosure of the confidential appendices to the Fourth Report;

(c)2 posting documents to the Receiver's website in accordance with the Court's e-Service Protocol;

(d)2 attending to re-securing the Kingston Property due to break-ins in certain of the homes thereon by homeless individuals;

(e)2 responding to questions and requests from Garfinkle Biderman and Rogers & Trainor Commercial Realty Inc. in connection with the upcoming sale of the Kingston Property;

(f)2 attending the sale approval motion hearing on October 17, 2025;

(g)2 attending to the Kingston Property purchaser's requests for extensions to the closing date of the sale transaction;

(h)2 liaising with Garfinkle Biderman on and doing all things necessary to have deposit funds held by Kingston Hydro released to the Receiver;

(i)2 reviewing and commenting on draft sale closing documents circulated by Garfinkle Biderman and signing off on the final closing document package;

(j)2 closing the sale of the Kingston Property, including accounting for the net proceeds of sale received from Garfinkle Biderman and making the Proposed Distribution of Proceeds (defined in the Fourth Report);

(k)2 cancelling insurance coverage over the Kingston Property; and

(l)2 attending to all other administrative matters in connection with the Kingston Property.

3.2 Toronto property activities

(a)2 finalizing, signing and assembling the Fifth Report for service and send same to Paliare Roland;

(b)2 posting documents to the Receiver's website in accordance with the Court's e-Service Protocol;

(c)2 renewing insurance coverage over the Toronto Property;

(d)2 drafting, finalizing, signing and assembling the Receiver's supplement to the Fifth Report for service and send same to Paliare Roland;

(e)2 responding to questions from and requests of the Toronto Purchaser, Cameron Stephens and Garfinkle Biderman;

(f)2 attending the sale approval motion hearing on December 12, 2025;

(g)2 reviewing and commenting on draft sale closing documents circulated by Garfinkle Biderman and signing off on the final closing document package;

(h)2 closing the sale of the Toronto Property, including accounting for the net proceeds of sale received from Garfinkle Biderman and making the Toronto Distribution (defined in the Fifth Report);

(i)2 cancelling insurance coverage over the Toronto Property; and

(j)2 attending to all other administrative matters in connection with the Toronto Property.

4.0 SECURED CREDITORS

42.2 As set out in its previous reports:

(a)2 Cameron Stephens is the first mortgagee on both the Kingston Property and the Toronto Property.

(b)2 The Receiver has obtained a legal opinion from its independent legal counsel opining that, subject to usual assumptions and qualifications, Cameron Stephens' charge is a valid and enforceable first charge against both the Kingston Property and the Toronto Property.

43.2 As set out in the supplement to the Receiver's Fifth Report (the "**Fifth Report Supplement**"), after payment of net realizations from the sale of the Kingston Property, Cameron Stephens provided the Receiver with a payout statement for the remaining balance owed to it by the respondents, which indebtedness totaled $3,535,027. Realizations paid to Cameron Stephens from the sale of the Toronto Property totaled $2,352,963, leaving a shortfall of $1,997,963. A copy of the Fifth Report Supplement, without appendices, is attached hereto as **Appendix** "**AA**".

44.2 The Receiver held back $75,000 from the sale of the Kingston Property and $100,000 from the sale of the Toronto Property for a total of $175,000. Even if the Receiver were to: (i) be successful with respect to the relief sought in connection with the forfeit of the Deposit and obtaining judgment against 100 Inc. and 160 Inc.; and (ii) pay all remaining funds in its possession, including the Deposit, to Cameron Stephens there is no prospect that Cameron Stephens will be paid in full.

5.0 PROPOSED FINAL DISTRIBUTION

45.2 As a result of the foregoing, the Receiver intends to distribute the remaining funds in its possession as follows:

(a)2 pay any remaining unpaid fees and disbursements of the Receiver and its counsel relating to both the Kingston Property and the Toronto Property; and

(b)2 payment to Cameron Stephens towards the outstanding indebtedness owed to it by the Debtors, up to the amount of this indebtedness.

6.0 RECEIPTS AND DISBURSEMENTS

6.1 Kingston Property R&D

46.2 The Kingston Property R&D for the period from December 22, 2023 to May 31, 2026 sets out cash receipts of $17,806,785, including advances made by the Cameron Stephens totaling $500,000 pursuant to the Kingston Receiver's Certificates against the Kingston Property, and cash disbursements of $17,722,413, including repayment to Cameron Stephens for $500,000 plus interest of $53,830 pursuant to the Receiver's borrowings resulting in an excess of receipts over disbursements of $84,372. A copy of the Kingston Property R&D is attached hereto as Appendix "**BB**".

6.2 Toronto Property R&D

47.2 The Toronto Property R&D for the period from December 22, 2023 to May 31, 2026 sets out cash receipts of $3,632,057, including advances made by the Cameron Stephens totaling $100,000 pursuant to the Toronto Receiver's Certificate against the Toronto Property, and cash disbursements of $3,560,254 including repayment

to Cameron Stephens for $100,000 plus interest of $6,747 pursuant to the Receiver's borrowings, resulting in an excess of receipts over disbursements of $71,803. A copy of the Toronto Property R&D is attached hereto as Appendix "**CC**".

7.0 PROFESSIONAL FEES

48.2 The Appointment Order provides that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver were granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements. The Receiver's Charge is a first charge on the Properties in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

49.2 The Receiver and its counsel's fees and disbursements not included in the Sixth Report have previously been approved by various orders of the Court.

7.1 Kingston Property

50.2 The Receiver's accounts for the period from October 1, 2025 to May 31, 2026 total $23,569.50 in fees and disbursements, plus HST of $3,064.06, for a total amount of $26,633.56 (the "**Receiver's Kingston Invoices**").

7.2 Toronto Property

51.2 The Receiver's accounts for the period from November 1, 2025 to May 31, 2026 total $40,638.50 in fees and disbursements, plus HST of $5,283.02, for a total amount of $45,921.52 (the "**Receiver's Toronto Invoices**" and together with the Receiver's Kingston Invoices, the "**Interim Accounts**").

52.2 A copy of the Receiver's Interim Accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Arif Dhanani sworn on June 3, 2026 and attached as **Appendix** "**DD**" to this report.

53.2 Paliare Roland's accounts for the period from November 1, 2025 to May 31, 2026 total $43,449.35 in fees and disbursements, plus HST of $5,604.34, for a total amount of $49,053.69. A copy of Paliare Roland's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Candace Baumtrog sworn on June 2, 2026and attached as **Appendix** "**EE**" to this report.

54.2 Garfinkle Biderman's accounts for the period from October 27, 2025 to November 27, 2025 total $12,458.50 in fees and disbursements, plus HST of $1,619.70, for a total amount of $14,078.20. Garfinkle Biderman's accounts for the period from December 1, 2025 to December 31, 2025 total $33,209.85 in fees and disbursements, plus HST of $4,312.92, for a total amount of $37,522.77. A copy of Garfinkle Biderman's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavits of Avrom W. Brown sworn on June 8, 2026 and attached as **Appendix** "**FF**" to this report.

8.0 RECEIVER'S REQUEST OF THE COURT

55.2 Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 6(e) above.

All of which is respectfully submitted to this Court as of June 8, 2026.

TDB RESTRUCTURING LIMIITED, solely in its capacity as Receiver of 311 Conacher Drive and 2849, 2851, 2853, 2855 and 2857 Islington Avenue and not in its personal or corporate capacity

Per:

Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX A

Court File No. CV-23-00701672-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
ONTARIO

THE HONOURABLE Madam	)	WEDNESDAY, THE 6TH
JUSTICE Conway	)	DAY OF DECEMBER, 2023
	)	

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. and 5004591 ONTARIO INC.

Respondents

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

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant 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 RSM Canada Limited as receiver and manager (in such capacities, the "Receiver") without security, over the lands and premises described as:

PIN Nos. 36061–0475 through 36061–0734 - 311 Conacher Drive, Kingston, Ontario, Lots 1-256 and Blocks 257 to 260, all-inclusive, Plan 13M135 (collectively the "Kingston Properties");

and

PIN No. 10306-0064 - 2849 Islington Avenue, Toronto; Pt Lot 22, Con 6 WYS TWP of York as in NY735134; Toronto;
PIN No. 10306-0032 – 2851 Islington Avenue, Toronto; Part Lot 1, Plan 9059 North York as in TR92058, City of Toronto;
PIN No. 10306-0033 – 2853 Islington Avenue, Toronto; Part Lot 1, Plan 9059 North York as in TB221318, City of Toronto;
PIN No. 10306-0034 – 2855 Islington Avenue, Toronto; Part Lot 2, Plan 9059 North York as in TB379984; City of Toronto;
PIN No. 10306-0035 – 2857 Islington Avenue, Toronto; Part Lot 2, Plan 9059 North York as in TB379983, City of Toronto (collectively, the "Toronto Properties"),

(which Kingston Properties and Toronto Properties are hereinafter collectively referred to as, the "Properties")

owned by Conacher Kingston Holdings Inc.("Conacher") and 5004591 Ontario Inc., ("500 Inc.") (hereinafter the "Debtors"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Curtis Jackson sworn June 26, 2023, and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, and on reading the consent of RSM Canada Limited to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the *BIA* and section 101 of the *CJA*, RSM Canada Limited is hereby appointed Receiver, without security, of the

Properties and of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to the Properties, including all proceeds thereof.

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 Properties 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 take possession of and exercise control over the Properties and any and all proceeds, receipts and disbursements arising out of or from the Properties;

(b) to receive, preserve, and protect the Properties, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Properties 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;

(c) to manage, operate and/or complete construction of the Properties including the powers to enter into any agreements, incur any obligations in the ordinary course of business, or cease to perform any contracts of the Debtors in respect of the Properties;

(d) 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;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets in respect of the Properties or any part or parts thereof;

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

(g) to settle, extend or compromise any indebtedness owing to the Debtors in respect of the Properties;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Properties, whether in the Receiver's name or in the name and on behalf of the Debtors, 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 Debtors in respect of the Properties 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 Properties, including advertising and soliciting offers in respect of the Properties 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 Properties 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 $250,000.00 provided that the aggregate consideration for all such transactions does not exceed $500,000.00; 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 such 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 Properties or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Properties;

(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 Properties and the receivership, and to share information, 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 Properties against title to any of the Properties;

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

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

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have in respect of the Properties; and

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

and in each 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, 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, shall grant immediate and continued access to the property to the Receiver, and shall deliver all such property to the Receiver 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 Debtors relating to the Properties, 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 communication 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 proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS IN RESPECT OF THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors in respect of the Properties 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 Debtors in respect of 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 Debtors, the Receiver, or affecting the Properties, 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 Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with 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 Debtors in respect of the Property, 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 Debtors in respect of the Properties 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 Debtors in respect of the Properties 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 Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names in respect of the Properties, 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 Debtors 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 sale of all or any of the Properties 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"). For certainty, all receipts in respect of the Properties shall be deposited into the Post Receivership Accounts and all Permitted Disbursements (defined below) shall be drawn from the Post Receivership Accounts. “Permitted Disbursements” shall include realty taxes, utilities, insurance, construction and related costs, maintenance expenses, other reasonable Properties’-specific expenses, and business expenses associated with the Properties. 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

13. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors. 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, 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

14. **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 Properties

and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Properties (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 Properties 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 Debtors and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. **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 Properties 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 Properties within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. **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

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Properties in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

19. **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 standard 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

20. **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 Properties 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 as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **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.

22. **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.

23. **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.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the

Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL– http://www.rsmcanada.com/conacher-kingston-holdings.

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

GENERAL

26. **THIS COURT ORDERS** that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. The Receiver is specifically authorized and permitted to use the solicitors for the Applicant herein as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal advice or issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel.

27. **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.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of each of the Debtors.

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

effect to this Order and to assist the Receiver 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 located, 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 the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Property with such priority and at such time as this Court may determine.

32. **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.

Conway J.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that RSM Canada Limited, the Receiver of the properties known municipally as 311 Conacher Drive, Kingston, Ontario and the Toronto Properties owned by the Debtors, as such terms are defined in the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 2023 appointing the Receiver (the "Order") made in an Application having Court file number CV-23- 00701672-00CL, 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 Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the 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 Properties, 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 Properties 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 June, 2023.

RSM Canada Limited, solely in its capacity as Receiver of the Properties, and not in its personal capacity

Per: _____

Name:

Title:

CAMERON STEPHENS MORTGAGE CAPITAL LTD. Applicant	and	CONACHER KINGSTON HOLDINGS INC., et al. Respondents	Court File No. CV-23-00701672-00CL

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

Proceeding commenced at Toronto

ORDER

Garfinkle Biderman LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

Wendy Greenspoon-Soer-LSO#:34698L
wgreenspoon@garfinkle.com
Tel: 416-869-1234

Lawyers for the Applicants,
Cameron Stephens Mortgage Capital Ltd

File #6243-081.

Hearing Brief p. 53

APPENDIX B

Court File No. CV-24-00715515-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM	)	FRIDAY, THE 1ST
	)	
JUSTICE CONWAY	)	DAY OF MARCH, 2024

B E T W E E N:

TDB RESTRUCTURING LIMITED

Applicant

and

RSM CANADA OPERATIONS ULC

Respondent

APPLICATION UNDER Rule 14.05(3)(h) of the *Rules of Civil Procedure*

SUBSTITUTION ORDER

THIS APPLICATION made by TDB Restructuring Limited ("**TDB**") for an order, among other things, substituting the name of RSM Canada Limited with the name TDB Restructuring Limited on the Substituted Mandates (as defined below), was heard was heard this day by way of judicial video conference in Toronto, Ontario by Zoom videoconference

ON READING the Application Record of TDB, including the Affidavit of Bryan A. Tannenbaum sworn February 27, 2024, together with the exhibits attached thereto (the "**Affidavit**"), and on hearing the submissions of counsel for TDB, no one else appearing, although served as evidenced by the Affidavit of Service of Lynda Christodoulou sworn February 28, 2024

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

BIA MANDATES

2. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name of RSM Canada Limited as Trustee in Bankruptcy (the "**Bankruptcy Trustee**") of the estate files listed as bankruptcies on Schedule "A" hereto (the "**BIA Estates**") and as Proposal Trustee (the "**Proposal Trustee**") of the estate files listed as proposals on Schedule "A" hereto (collectively with the BIA Estates, the "**BIA Mandates**") and any reference to the name RSM Canada Limited in any Court Order in respect of such BIA Mandates or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

3. **THIS COURT ORDERS** that, for greater certainty all, real and personal property wherever situate of the BIA Estates shall be, remain and is hereby vested in TDB Restructuring Limited in its capacity as Bankruptcy Trustee, to be dealt with by TDB Restructuring Limited in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"), pursuant to its powers and obligations as Bankruptcy Trustee of the BIA Estates.

4. **THIS COURT ORDERS** that TDB Restructuring Limited is authorized and directed to continue and to complete the administration of the BIA Mandates, to deal with the property in the BIA Mandates in accordance with its duties and functions as Bankruptcy Trustee or Proposal Trustee, as the case may be, as set out in the BIA and to receive all remuneration of the Bankruptcy Trustee or Proposal Trustee in the BIA Mandates for services performed from the commencement of each of the BIA Mandates until the discharge of the Bankruptcy Trustee or Proposal Trustee, as applicable.

5. **THIS COURT ORDERS** that that the requirement and responsibility for taxation of the Bankruptcy Trustee's or Proposal Trustee's accounts in respect of the BIA Mandates with respect to all work performed in respect of such BIA Mandate from the initial appointment of RSM Canada Limited or any other party, through to the completion of the administration of such BIA Mandates and discharge of TDB Restructuring Limited as Bankruptcy Trustee or Proposal Trustee, as applicable, shall be completed using the name TDB Restructuring Limited.

6. **THIS COURT ORDERS AND DIRECTS** that to the extent that security has been given in the name of RSM Canada Limited in cash or by bond of a guarantee company pursuant to section 16(1) of the BIA (the "**Security**"), such Security shall be transferred from the name RSM Canada Limited to the name TDB Restructuring Limited and any party holding such Security be and is hereby directed to take all steps necessary to effect such transfer. TDB Restructuring Limited shall retain all obligations respecting the Security.

RECEIVERSHIP PROCEEDINGS

7. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name RSM Canada Limited as the Receiver, Receiver and Manager, or Interim Receiver (collectively, "**Receiver**") in respect of the mandates listed in Schedule "B" hereto (the "**Receivership Proceedings**") and any reference to the name RSM Canada Limited in any Court Order in respect of such Receivership Proceedings or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

CCAA PROCEEDINGS

8. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name of RSM Canada Limited as Monitor of the estate files listed as CCAA restructuring proceedings on Schedule "C" hereto (the "**CCAA Estates**") and any reference to the name RSM Canada Limited in any Court Order in respect of such mandates (the "**CCAA Mandates**") or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

ESTATE TRUSTEE DURING LITIGATION PROCEEDINGS

9. **THIS COURT ORDERS** that: (i) the name TDB Restructuring Limited be and is hereby substituted in place of the name RSM Canada Limited as Estate Trustee During Litigation in respect of the mandate listed in Schedule "D" hereto; and (ii) the name Bryan A. Tannenbaum of TDB Restructuring Limited be and is hereby substituted in place of the name Bryan A. Tannenbaum of RSM Canada Limited as Estate Trustee During Litigation in respect of the mandate listed in Schedule "D" (collectively, the "**Estate Mandates**"), and any reference to the name RSM Canada Limited in any Court Order in respect of such Estate Mandates or any

schedule to such Court Order shall be replaced by the name TDB Restructuring Limited. Collectively, the BIA Mandates, the Receivership Proceedings, the CCAA Mandates and the Estate Mandates are referred to herein as the "**Substituted Matters**").

SUBSTITUTED MANDATES

10. **THIS COURT ORDERS** that TDB Restructuring Limited (and its directors, officers, employees, agents, legal counsel and other representatives, as applicable) will continue to have all rights, benefits, protections and obligations granted to RSM Canada Limited (and its legal counsel and representatives, as applicable) under any order made in the Substituted Mandates or any statute applicable to the Substituted Mandates or any contract or agreement to which TDB Restructuring Limited is party under the name RSM Canada Limited in the Substituted Mandates. For greater certainty and without limitation, this includes the benefit of any indemnity, charge or priority granted in the Substituted Mandates and relief from the application of any statute including the Personal Information Protection and Electronic Documents Act (Canada) ("**PIPEDA**").

11. **THIS COURT ORDERS** that to the extent required by the applicable Orders in the Substituted Mandates, the accounts of RSM Canada Limited and its legal counsel in respect of the Substituted Mandates shall be passed in accordance with the applicable Orders in the Substituted Mandates in the name and on the application of TDB Restructuring Limited.

ACCOUNTS

12. **THIS COURT ORDERS** that TDB Restructuring Limited be and is hereby authorized to transfer any and all accounts from the name RSM Canada Limited to the name TDB Restructuring Limited and, if the name on such accounts cannot be changed, to transfer all funds that remain in its trust bank accounts that belong or relate to the Substituted Mandates, or otherwise, to accounts in the name TDB Restructuring Limited, and TDB Restructuring Limited be and is hereby authorized to take all steps and to execute any instrument required for such purpose. Any bank, financial institution or other deposit-taking institution with which TDB Restructuring Limited banks be and is hereby authorized to rely on this Order for all purposes of

this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

13. **THIS COURT ORDERS AND DIRECTS** that TDB Restructuring Limited be and is hereby authorized to endorse for deposit, deposit, transfer, sign, accept or otherwise deal with all cheques, bank drafts, money orders, cash or other remittances received in relation to any of the Substituted Mandates where such cheques, bank drafts, money orders, cash or other remittances are made payable or delivered to the name TDB Restructuring Limited, in relation to the same, and any bank, financial institution or other deposit-taking institution with which TDB Restructuring Limited banks be and is hereby authorized to rely on this Order for all purposes of this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

GENERAL

14. **THIS COURT ORDERS** that this Order shall be effective in all judicial districts in Ontario which govern any of the Substituted Mandates.

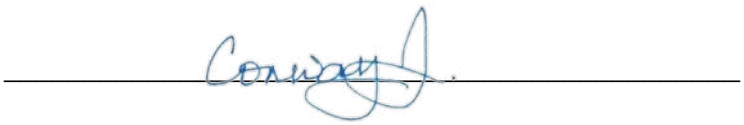
15. **THIS COURT ORDERS** that the requirement for a separate Notice of Motion and supporting Affidavit to be filed in the Court file of each of the Substituted Mandates be and is hereby waived.

16. **THIS COURT ORDERS** that TDB Restructuring Limited shall notify the parties on the Service Lists of the Substituted Mandates (if applicable) of the new website established for such Substituted Mandate and shall post a copy of this Order to the website of each Substituted Mandate and that such notice shall satisfy all requirements for service or notification of this motion and this Order on any interested party in the Substituted Mandates including, without limitation, proven creditors within the BIA Mandates, parties on the Service Lists of the Substituted Mandates (if applicable), the applicable bankrupts or debtors within the Substituted Mandates, and any other person, and any other requirements of service or notification of this motion be and is hereby waived.

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

effect to this Order and to assist TDB Restructuring Limited 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 TDB Restructuring Limited as may be necessary or desirable to give effect to this Order, or to assist TDB Restructuring Limited and its agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry or filing.



Schedule "A": BIA Mandates

Bankruptcies

	Name	Estate Number
1.	Carrington Homes Limited	31-457618
2.	Fernicola, George	31-457619
3.	D. Mady Investments Inc.	31-2281994
4.	Eco Energy Home Services Inc.	31-2502463
5.	Ontario HVAC & Water Inc.	31-2613545
6.	2305992 Ontario Inc.	31-2655918
7.	Fernwood Developments (Ontario) Corporation	31-2661061
8.	Legal Print and Copy Incorporated	31-2884436
9.	Commerce Copy Incorporated	31-2884438
10.	TDI-Dynamic Canada, ULC	31-2903815
11.	Limestone Labs Limited	31-2907613
12.	2465409 Ontario Inc.	31-2939766
13.	Creative Wealth Media Finance Corp.	31-3003083
14.	Knight-Pro Inc.	31-3013900
15.	Ulmer, Blair	32-159136

Division 1 Proposals

	Name	Estate Number
1.	Vaughn Mills Packaging Ltd.	31-2895096
2.	RLogistics Limited Partnership	31-3040679
3.	RLogistics Inc.	31-3042209
4.	1696308 Ontario Inc.	31-3042213

Schedule "B": Receivership Proceedings

	Name	Court / OSB Number
1.	Z. Desjardins Holdings Inc.	CV-23-00706607-00CL
2.	485, 501 and 511 Ontario Street South, Milton, ON	CV-23-00696349-00CL
3.	Eco Energy Home Services Inc.	CV-19-614122-00CL
4.	3070 Ellesmere Developments Inc.	CV-19-00627187-00CL
5.	Fernwood Developments Ontario Corporation	CV-20-00635523-00CL
6.	Utilecredit Corp.	CV-20-00636417
7.	134, 148, 152, 184/188, 214, 224 and 226 Harwood Avenue, Ajax, ON	CV-20-00651299-00CL
8.	Greenvilla (Sutton) Investment Limited (private receivership)	31-459273
9.	2088556 Ontario Inc. (private receivership)	31-459274
10.	935860 Ontario Limited (private receivership)	31-459275
11.	Areacor Inc.	CV-22-00674747-00CL
12.	Limestone Labs Limited and CleanSlate Technologies Incorporated (private receivership)	31-459498
13.	12252856 Canada Inc.	CV-22-00691528-00CL
14.	Harry Sherman Crowe Housing Co-operative Inc.	CV-22-00688248-00CL
15.	Richmond Hill Re-Dev Corporation	CV-23-00695238-00CL
16.	Stateview Homes (Hampton Heights) Inc.	CV-23-00700356-00CL
17.	142 Queenston Street, St. Catharines, ON	CV-23-00705617-00CL
18.	2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, ON	CV-23-00701672-00CL
19.	311 Conacher Drive, Kingston, ON	CV-23-00701672-00CL
20.	Real Property owned by King David Inc.	CV-23-00710411-00CL
21.	CBJ Developments Inc. et al.	CV-23-00707989-00CL
22.	25 Neighbourhood Lane, Etobicoke, ON M8Y 0C4	31-459784

Schedule "C": CCAA Proceedings

	Name	Court Number
1.	Quality Sterling Group, comprising Quality Rugs of Canada Ltd., Timeline Floors Inc., Ontario Flooring Ltd., Weston Hardwood Design Centre Inc., Malvern Contact Interiors Ltd., Timeline Floor Inc. Ontario Flooring Ltd. Weston Hardwood Design Centre Inc. Malvern Contract Interior Limited Quality Commercial Carpet Corporation Joseph Douglas Pacione Holding Ltd. John Anthony Pacione Holding Ltd. Jopac Enterprises Limited, and Patjo Holding Inc.	CV-23-00703933-00CL

Schedule "D": Estate Trustee During Litigation Proceedings

Name	Court Number
1. The Estate of Sarah (Sue) Turk *	01-3188/14
2. The Estate of Sarah (Sue) Turk *	05-35/14
3. The Estate of Lev Alexandr Karp – *discharge pending*	05-100/17 05-265/17
4. The Estate of Peter Trezzi	01-4647/16
5. The Estate of Florence Maud Anderson *	05-159/19
6. Estate of Murray Burke	2988/19
7. Estate of Robert James Cornish	CV- 23-00693852-00ES
8. Estate of Anne Takaki *	CV-22-00011105-00ES
9. Estate of John Takaki *	CV-22-00011105-00ES
10. Estate of James Frederick Kay **	06-006/14
11. Klaczkowski Family Trust **	CV-21-00659498-00ES
12. Estate of Ethel Ailene Cork **	CV-23-00710309-00ES
13. Estate of Justin Milton Cork **	CV-23-00710291-00ES

* In the name of Bryan A. Tannenbaum of RSM Canada Limited.

** In the name of Bryan A. Tannenbaum only.

TDB RESTRUCTURING LIMITED **and** **RSM CANADA OPERATIONS ULC**

Court File No. CV-24-00715515-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

O R D E R

CHAITONS LLP
Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (LSUC #54100A)
Tel: 416-218-1161
Email: maya @chaitons.com

Lawyers for the Applicant

APPENDIX C

Docusign Envelope ID: 0B3F10D7-0901-46D0-A49A-1EEE3235CE73

Schedule A – Form of Receiver's Certificate

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and –

CONACHER KINGSTON HOLDINGS INC. and **5004591 ONTARIO INC.**

Respondents

RECEIVER'S CERTIFICATE

RECITALS

(a) Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the "Court") dated December 6, 2023 (and effective December 22, 2023), TDB Restructuring Limited was appointed as the receiver (the "Receiver") of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "Kingston Property") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the

Docusign Envelope ID: 0B3F10D7-0901-46D0-A49A-1EEE3235CE73

"Toronto Property" and together with the Kingston property, the "Properties").

(b) Pursuant to an Order of the Court dated October 17, 2025, the Court approved the agreement of purchase and sale made as of June 24, 2025 (the "Sale Agreement") between the Receiver and the Purchaser providing for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Receiver.

Docusign Envelope ID: 0B3F10D7-0901-46D0-A49A-1EEE3235CE73

4. This Certificate was delivered by the Receiver on November 27, 2025.

TDB Restructuring Limited, in its capacity as Receiver of the Properties, and not in its personal capacity

Per: Signed by: Arif Dhanani CF90E71A241740D...

Name: Arif Dhanani

Title: Managing Director

APPENDIX D

Docusign Envelope ID: 7DECDD74-8163-492C-AADF-2C5C1789495A

Schedule A – Form of Receiver's Certificate

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and –

CONACHER KINGSTON HOLDINGS INC. and **5004591 ONTARIO INC.**

Respondents

RECEIVER'S CERTIFICATE

RECITALS

(a) Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the "**Court**") dated December 6, 2023 (and effective December 22, 2023), TDB Restructuring Limited was appointed as the receiver (the "**Receiver**") of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "**Kingston Property**") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**" and together with the Kingston Property, the "**Properties**").

Docusign Envelope ID: 7DECDD74-8163-492C-AADF-2C5C1789495A

(b) Pursuant to an Order of the Court dated December 12, 2025, the Court approved the agreement of purchase and sale dated September 26, 2024 (the "**Sale Agreement**") between the Receiver and Arjun Anand in trust for a company to be formed (the "**Purchaser**") and provided for the vesting in 1001079467 Ontario Inc. and 1001436230 Ontario Inc. (as the case may be) of 5004591 Ontario Inc.'s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Receiver.

Docusign Envelope ID: 7DECDD74-8163-492C-AADF-2C5C1789495A

4. This Certificate was delivered by the Receiver at 16:45 [TIME] on 2025-12-30 [DATE].

TDB Restructuring Limited, in its capacity as Receiver of the Properties, and not in its personal capacity

Per: Signed by: Arif Dhanani CF90E71A241740D...

Name: Arif Dhanani

Title: Managing Director

APPENDIX E

Hearing Brief p. 75

CONFIDENTIALITY AGREEMENT

2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, ON, Canada, M9L 2J9

TO: Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400
Toronto, Ontario
M5J 2V1
Canada

- and –

TBD Restructuring Limited (formerly RSM Canada Limited) solely in its capacity as Court-Appointed*
*Receiver of 2849-2857 Islington Avenue
Toronto, ON
M5J 2V1
Canada

(collectively, the "**Disclosing Party**")

RE: 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, ON, Canada, M9L 2J9 (the "**Property**" or "**Properties**")

The Disclosing Party, through itself or through its affiliates, agents, representatives, employees, officers or clients, is prepared to provide the undersigned ("**us**" or "**our**") with certain confidential and non-public information to assist us in evaluating our interest in the potential transaction in relation to the Property or Properties (the "**Transaction**").

All information provided to us or to our affiliates or any of our or our affiliate's directors, officers, employees, agents or advisors (collectively our "**Representatives**") in connection with the Transaction, whether oral, in writing or in any electronic form, as well as all notes, extracts, analyses, compilations, data, reports or other documents or records prepared by us is referred to in this confidentiality agreement (the "**Agreement**") as the "**Confidential Information**". Confidential Information does not include information or material of any nature, whether or not obtained pursuant to legal process or court order: (i) which was lawfully in our possession prior to disclosure of such information by the Disclosing Party; (ii) which was, or at any time becomes, available in the public domain other than through any act or omission by us or our Representatives; (iii) which is documented us in writing as having been developed by us independently; or (iv) which is furnished to us by a third party having a right to do so.

In consideration of the disclosure of the Confidential Information, the parties hereby agree as follows:

1. Nondisclosure of Confidential Information. We agree that all Confidential Information shall be kept strictly confidential, shall not be used by us, directly or indirectly, for any purpose other than for purposes of evaluating or dealing with the Transaction. Furthermore, we shall not disclose to any person that the Confidential Information exists, or that discussions are taking or have taken place with respect to a possible Transaction.

   We may transmit the Confidential Information to our Representatives but only to the extent that they need to know the Confidential Information for the purposes of evaluating or dealing with the Transaction and if our Representatives agree to be bound to the terms set out in this Agreement in the same way that we are. We agree to be responsible for any breach of the provisions of this Agreement by us or our Representatives and agree to indemnify the Disclosing Party and any of its affiliates for any such breach by us or our Representatives.

2. Compelled Disclosure. In the event that we or our Representatives become compelled by law or by any legal proceeding to disclose any of the Confidential Information, we will provide the Disclosing Party with prompt notice thereof. We further agree to fully cooperate with and assist the Disclosing Party and/or any of its affiliates, as the Disclosing Party and/or any of its affiliates may deem necessary, to respond to any such request or demand for disclosure.

3. Termination of discussion; Return of Confidential Information. If we determine that we do not wish to proceed with the Transaction, or at any time upon the request of the Disclosing Party for any reason, we will promptly deliver or, at the Disclosing Party's option, destroy all the Confidential Information (and all copies, extract or other reproductions thereof) whether in paper, electronic, or other form or media. Notwithstanding the above, we and our Representatives will continue to be bound by obligations of confidentiality and other obligations hereunder.

4. Remedies. We acknowledge that the Confidential Information is material to the interests and business affairs of the Disclosing Party, its affiliates and its clients, and any breach of this Agreement may result in significant irreparable harm to the Disclosing Party, its affiliates and/or its clients. We understand and agree that monetary damages may not be a sufficient remedy for any breach of this Agreement by us or our Representatives and that the Disclosing Party and its affiliates shall be entitled

to equitable relief, including injunction and specific performance, without proof of damages, as a remedy for any breach, threatened breach or anticipatory breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach but shall be in addition to all other remedies available at law or equity to the Disclosing Party. If a court of competent jurisdiction determines that we or our Representatives have breached this Agreement, we shall be liable and pay to the Disclosing Party and/or any of its affiliates and their respective shareholders, directors, officers, managers, employees and other representatives, as applicable, the reasonable legal and/or consultant fees and disbursements incurred by the Disclosing Party in connection with any litigation arising hereof, including any appeals.

5. Term. This Agreement shall remain in force for a term of two (2) years from the date hereof.

6. Contact. All communications regarding the Property, Properties or the Transaction or any transaction, the Confidential Information, requests for additional information, requests for facility tours or management meetings, and discussions or questions regarding procedures will be directed exclusively to the Disclosing Party.

7. Completeness and Accuracy of Confidential Information; No Title or Interest. Neither the Disclosing Party nor any of its affiliates have made or will make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. We agree that none of the Disclosing Party, its affiliates, or any of their respective directors, officers, employees or agents will have any liability to us or to our Representatives relating to or resulting from the use of the Confidential Information. We agree that all Confidential Information disclosed to us remains the property of the Disclosing Party and we shall acquire no right, title or interest to any such Confidential Information.

8. Agency. The undersigned hereby represents that: (i) it is a principal and not an agent on behalf of any other party in conjunction with the Transaction (except advisors working on behalf of their fund clients); and, (ii) acknowledges that any Representatives retained in connection with the consideration or completion of the Transaction will be representing the undersigned's interests and all costs related to their service will be paid by the undersigned.

9. Effect of Agreement. No agreement providing for any Transaction currently exists and none will be deemed to exist between the parties unless and until a definitive written agreement with respect to a Transaction is negotiated, executed, and delivered.

10. Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

11. Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. A manual signature whose image shall have been transmitted electronically will constitute an original signature for all purposes. The delivery of copies of this Agreement, including executed signature pages, by electronic transmission will constitute effective delivery of this Agreement for all purpose.

12. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.

13. Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

14. Modification. This Agreement may only be amended, supplemented, or otherwise modified by a writing executed by the parties.

To be completed and submitted by the Buyer:

First Name *

Last Name *

Email *

Position *

Company *

Phone *

Address *

City *

Country *

-

To add other Representatives to the Data Room, please include their email addresses below, separated by a semi-colon (;)

I Accept

This Agreement transmitted electronically shall be valid and effective to bind the Party so signing. The Party signing this Agreement has signing authority to bind the Corporation.

By submitting a completed Agreement, the Party has expressly agreed that the parties to this Agreement shall be bound by its electronic signature.

Copyright © 2026 Colliers International

APPENDIX F



Approved Mid-Rise Redevelopment Land

2849-2857 Islington Avenue, Toronto, Ontario

RECEIVERSHIP SALE

Steve Keyzer*
Executive Vice President
+1 416 804 3558
Steve.Keyzer@colliers.com

Alex Holiff*
Vice President
+1 647 620 5373
Alex.Holiff@colliers.com

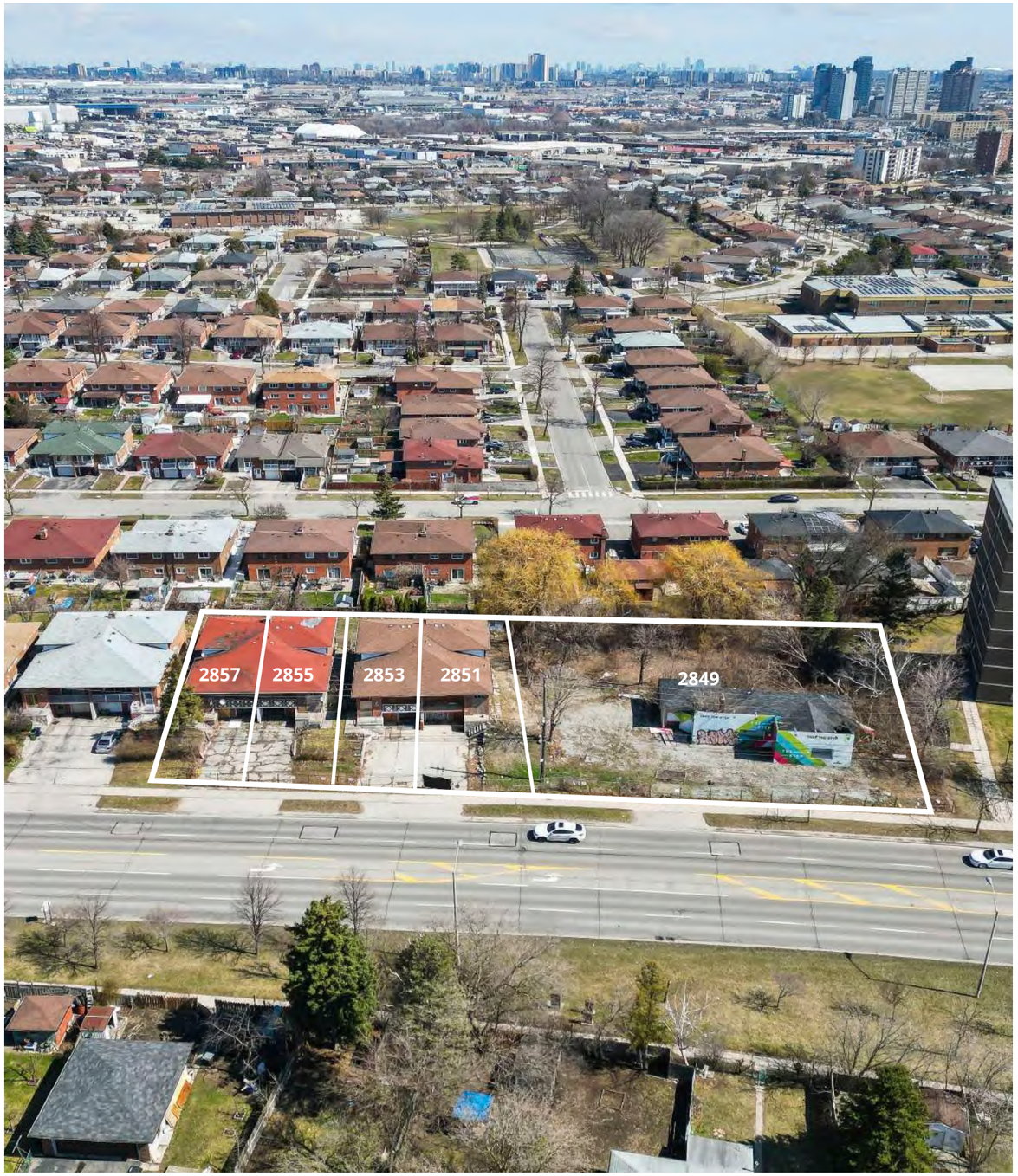


Table of **Contents**

Property Overview 4

Planning & Development Overview 6

Location Overview 8

Offering Process 10

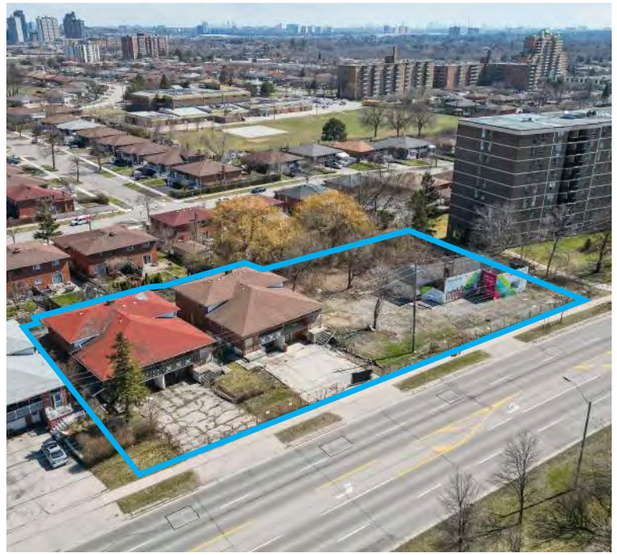
Property **Overview**

Colliers (the "Agent") has been retained by TDB Restructuring Limited solely in its capacity as Court-Appointed Receiver (the "Vendor") as exclusive agent to arrange for the offering and sale of the approved residential redevelopment land described as 2849, 2851, 2853, 2855 & 2857 Islington Avenue , Toronto, Ontario, M9L 2J9 (the "Property").

Nestled in a prime location at 2849-2857 Islington Avenue, Toronto, this property comprises five adjacent parcels of land totaling approximately 0.84 acres (36,590 square feet). Currently housing four semi-detached and one detached home, the Property presents an excellent redevelopment opportunity.

The Property has been approved and rezoned for a 6-storey, 110-unit mid-rise apartment building, with 74,971 square feet of buildable Gross Floor Area (GFA). With the City of Toronto's new Draft Mid-Rise Transition Performance Standards, there is an opportunity for a purchaser to further rezone the lands for greater height and density.

Conveniently located in close proximity to an abundance of parkland, retail, and other amenities, residents of this future development will enjoy easy access to nearby parks, retail outlets, restaurants, and recreational facilities. The neighborhood offers a dynamic lifestyle with everything residents need within reach.



The Property is conveniently located within 100 metres of a TTC bus stop, and is situated near major transportation routes including Highway 401 and Highway 400.

This Property is well-positioned for redevelopment, offering the chance to create a thriving residential community in a sought-after location.

Civic Address	2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto
Legal Description	2849 Islington Avenue: PT LT 22 CON 6 WYS TWP OF YORK AS IN NY735134; TORONTO (N YORK), CITY OF TORONTO 2851 Islington Avenue: PT LT 1 PL 9059 NORTH YORK AS IN TR92058; TORONTO (N YORK), CITY OF TORONTO' 2853 Islington Avenue: PT LT 1 PL 9059 NORTH YORK AS IN TB221318; TORONTO (N YORK), CITY OF TORONTO 2855 Islington Avenue: PT LT 2 PL 9059 NORTH YORK AS IN TB379984; TORONTO (N YORK), CITY OF TORONTO 2857 Islington Avenue: PT LT 2 PL 9059 NORTH YORK AS IN TB379984; TORONTO (N YORK), CITY OF TORONTO
Location	Fronting on Islington Avenue, north of Finch Avenue West
Site Area	36,694 SF
Current Status	Single and semi-detached homes
Zoning	Residential Apartment
Official Plan	Neighbourhoods



Rendering of Approved Development

Planning & Development **Overview**

Development Overview

The Property is approved for a 6-storey mid-rise apartment building with 2-storey loft-style units occupying the top floors. The project is set to include 110 units, with a suite mix of 26 studio units, 74 one-bedroom units, 9 two-bedroom units, and 1 three-bedroom unit. The development also includes 104 underground parking spaces, as well as 83 bicycle parking spaces.





Project Statistics	
Building Height	6 storeys
Total GFA (SF)	74,971
Site Area (SF)	36,694
FSI	2.04
No. of Units	110

Additional Development Considerations:

In December 2022, the City of Toronto initiated a review of the Performance Standards, through which the Draft Mid-Rise Rear Transition Performance Standards were released (the "Updated Performance Standards"). The objectives of the Updated Performance Standards include:

- Facilitating development of mid-rise buildings by removing the rear angular plane.
- Simplifying the guidelines and resulting building envelope in order to optimize the usable floor plate, particularly at upper floors, encouraging more sustainable and efficient building envelopes.
- Allowing for "alternative" building technologies and materials.



Development potential through OPA

By removing the rear angular plane, the Updated Performance Standards encourage providing rear transitions through a combination of building heights, setbacks and stepbacks. A more efficient conceptual massing for the Property is above and summarized below:

- A 9-storey U-shaped mid-rise building, with 2.5-metre rear and side yard stepbacks at the 6th storey.
- A total GFA of 190,164 SF, resulting in 115,193 SF of additional density gained.

Area **Overview**

Situated along Islington Avenue, north of Finch Avenue West, 2849-2857 Islington Avenue offers convenient access to various amenities, green spaces and schools.

The Property is located in the Humber Summit neighbourhood in north Toronto, and benefits from its close proximity to the Humber River, with various parks and trails within walking distance.

Amenities

The Property has access to a plethora of amenities nearby including a variety of restaurants, cafes, and grocery stores, offering everything residents need for daily convenience. Finchdale Plaza is a 4 minute drive away, and Albion Mall is 5 minutes away and feature stores such as Canadian Tire, No Frills, Albion Cinemas and much more.

Schools

There is a wide variety of schools in the area as can be seen on the adjacent map, providing future residents of the Property with a variety of options that suit their children. There are three schools that are within one kilometer of the Property, being St. Roch's Catholic School, Humber Summit Middle School and Gracedale Public School.



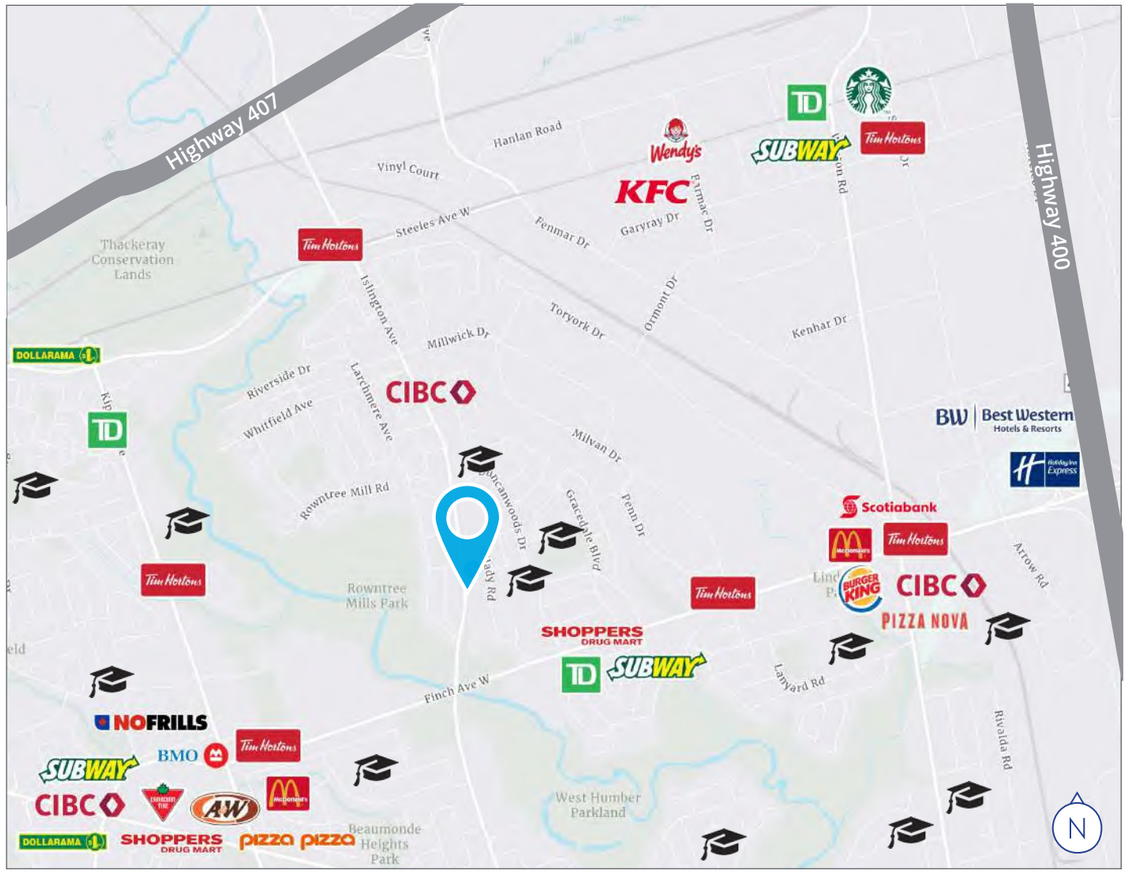




Highway 400 & 407
9 minutes

Pearson Airport
19 minutes

Downtown
27 minutes



2849-2857 Islington Avenue

School



Offering **Process**

Exclusive Listing Agents

Steve Keyzer*
Executive Vice President
+1 416 804 3558
Steve.Keyzer@colliers.com

Alex Holiff*
Vice President
+1 647 620 5373
Alex.Holiff@colliers.com

The Vendor has retained Colliers on an exclusive basis to offer for sale the Property located at 2849, 2851, 2853, 2855 & 2857 Islington Avenue, Toronto, Ontario, M9L 2J9. The Vendor invites interested parties to submit an offer to purchase the Property via the Vendor's form of Agreement of Purchase and Sale.

The Vendor may elect to negotiate with a single purchaser or select a short-list of purchasers. The purchaser with the most attractive overall terms (based on the Vendor's sole discretion) will be selected. Purchasers are encouraged to complete as much pre-offer due diligence on the Property as possible based on information provided.

Bid Date: Thursday, September 26th, 2024 by 3:00 PM

Data Room Material

A data room has been set up for this transaction and prospective purchasers are strongly encouraged to access this data room in order to make their offers as unconditional as possible.

Please sign and return a copy of the Confidentiality Agreement included in the button below.

CONFIDENTIALITY AGREEMENT

OR

Please print the confidentiality agreement, complete, sign and scan an email copy to the Agent.

Offering Guidelines

An offer should outline the terms for the purchase of the property and should include, at a minimum, the following information and items:

1. Purchase price;
2. Name of the ultimate beneficial owners of the Purchaser, including their respective percentage interests;
3. Evidence of the Purchaser's financial ability to complete the transaction;
4. Confirmation that the property will be purchased on an "as is, where is" basis;
5. Terms and conditions of closing including a schedule of timing and events to complete the transaction; and
6. An address and email address for the delivery of notices to the Purchaser.

The Vendor reserves the right to remove the Property from the market and to alter the offering process described above and timing thereof, at its sole discretion.

Offers should be directed to:

Steve Keyzer
steve.keyzer@colliers.com

Alex Holiff
alex.holiff@colliers.com

Review of Offers

Offers to purchase will be evaluated based upon the net proceeds to the Vendor, the prospective Purchaser's ability to complete the transaction, the time lines and proposed closing conditions. The Vendor is not obligated to accept any offer and reserves the right to reject any or all offers received.

Disclaimer

This document has been prepared by Colliers for advertising and general information only. Colliers makes no guarantees, representations or warranties of any kind, expressed or implied, regarding the information including, but not limited to, warranties of content, accuracy and reliability. Any interested party should undertake their own inquiries as to the accuracy of the information. Colliers excludes unequivocally all inferred or implied terms, conditions and warranties arising out of this document and excludes all liability for loss and damages arising there from. This publication is the copyrighted property of Colliers and/or its licensor(s). Copyright © 2024 Colliers Macaulay Nicolls Inc., Brokerage.





Colliers
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1
+1 416 777 2200

Steve Keyzer
Executive Vice President,
Sales Representative
+1 416 804 3558
Steve.Keyzer@colliers.com

Alex Holiff
Vice President,
Sales Representative
+1 647 620 5373
Alex.Holiff@colliers.com

This document has been prepared by Colliers for advertising and general information only. Colliers International makes no guarantees, representations or warranties of any kind, expressed or implied, regarding the information including, but not limited to, warranties of content, accuracy and reliability. Any interested party should undertake their own inquiries as to the accuracy of the information. Colliers International excludes unequivocally all inferred or implied terms, conditions and warranties arising out of this document and excludes all liability for loss and damages arising there from. This publication is the copyrighted property of Colliers and/or its licensor(s). **Colliers Macaulay Nicolls Inc., Brokerage. *Sales Representative**

collierscanada.com

APPENDIX G

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT made the <*> day of <*> 2024.

BETWEEN:

TDB RESTRUCTURING LIMITED (the "**Receiver**")

in its capacity as Court-Appointed Receiver over the lands and premises set out on Schedule "A" attached hereto and not in its personal or corporate capacity

(the **"Vendor"**)

and

(the **"Purchaser"**)

RECITALS:

A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) dated December 6, 2023, (the **"Appointment Order"**) RSM Canada Limited was appointed as Receiver over the lands legally described in Schedule "A" attached hereto, effective December 22, 2023;

B. Pursuant to the Substitution Order of the Ontario Court of Justice (Commercial List) dated March 1, 2024, (the "**Substitution Order**") the Receiver's name was substituted in the place of the name of RSM Canada Limited;

C. The Vendor desires to sell and the Purchaser desires to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties covenant and agree as follows:

SECTION 1 - INTERPRETATION

1.1 Definitions

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

(a) "**Acceptance Date**" means the date that this Agreement is executed and delivered by the Parties;

(b) **"Agent"** shall mean Colliers Macaulay Nicolls Inc.;

(c) "**Agreement**" means this Agreement of Purchase and Sale, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;

(d) "**Applicable Laws**" means, with respect to the Purchased Assets or to any Person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Person, property, transaction or event;

(e) "**Assumed Liabilities**" has the meaning ascribed to it in Section 2.10.

(f) "**Business Day**" means a day on which banks and the Land Registry Office for the City of Toronto are open for business but does not include a Saturday, Sunday, or statutory holiday in the Province of Ontario;

(g) Intentionally deleted.

(h) "**Claim**" means any claim, demand, action, cause of action, damage, loss, cost, liability or expense (including legal fees on a substantial indemnity basis) and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

(i) "**Closing**" means the successful completion of the Transaction;

(j) "**Closing Date**" means the date which is three (3) days immediately following the date upon which the Approval and Vesting Order is granted, or the next Business Day, as applicable, or such other date as the Parties may mutually agree upon;

(k) Intentionally deleted.

(l) "**Court**" means the Court defined in the first recital of this Agreement;

(m) Intentionally deleted.

(n) "**Data Room**" means the electronic data room established by or on behalf of the Vendor containing documents related to the Purchased Assets for review by the Purchaser;

(o) Intentionally deleted.

(p) Intentionally deleted.

(q) **"Debtor or Debtors"** means all or any one of Kings Townhomes Limited (formerly Conacher Kingston Holdings Inc.) and 5004591 Ontario Inc.;

(r) "**Deposit**" has the meaning ascribed to it in Section 2.5;

(s) "**Encumbrance**" means any mortgage, charge, pledge, hypothecation, security interest, trust, deemed trust (statutory or otherwise) assignment, lien (statutory or otherwise), Claim, title retention agreement or arrangement, restrictive covenant, rights of way, easements, encroachments, reserves, or other encumbrance of any nature or any other arrangement or condition which, in substance, secures payment or performance of an obligation;

(t) "**Environmental Condition**" has the meaning ascribed to it in Section 2.2(a).

(u) "**Environmental Laws**" means all Applicable Laws concerning pollution or protection of the natural environment or otherwise relating to the environment or health or safety matters, including Applicable Laws pertaining to (i) reporting, licensing, permitting, investigating and remediating the presence of Hazardous Materials, and (ii) the storage, generation, use, handling, manufacture, processing, transportation, treatment, release and disposal of Hazardous Materials including without limiting the generality of the foregoing the following any written policies and guidelines and directives, administrative rulings or interpretations, that are in effect and applicable to the Vendor or the Property on the Closing Date, as well as the common law and any judicial or administrative order, consent decree or judgment that is in effect and applicable to the Vendor or the Property on the Closing Date, that relates to pollution or the protection of the environment, including, without limitation, the *Atomic Energy Control Act* (Canada), the *Canadian Environmental Protection Act* (Canada), the *Pest Control Products Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario), the *Ontario Water Resources Act* (Ontario) and the *Occupational Health & Safety Act* (Ontario), and the regulations and guidelines promulgated pursuant thereto or issued by any Government Authority in respect thereof, and equivalent or similar local and provincial ordinances and statutory programs and the regulations and guidelines promulgated pursuant thereto.

(v) "**Ereg**" has the meaning ascribed to it in Section 5.7;

(w) "**ETA**" means the *Excise Tax Act* (Canada), as it may be amended from time to time;

(x) **"Excluded Assets"** means the assets, if any, listed in Schedule "C";

(y) **"Final Order"** means, in respect of any order, such order after i) the expiry of applicable appeal periods; or (ii) in the event of an appeal or application

for leave to appeal or to stay, vary, supersede, set aside or vacate such order, final determination of such appeal or application by the applicable court or apelet tribunal;

(z) "**Governmental Authority**" means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the Transaction or one or both of the Parties and shall include a board, commission, courts, bureau, agency or any quasi-governmental or private body exercising any regulatory authority including an association of insurance underwriters;

(aa) "**Hazardous Materials**" means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Governmental Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health or safety matters;

(bb) "**HST**" means all goods and services taxes and harmonized sales tax payable under the ETA;

(cc) "**Land Transfer Tax**" means all the taxes payable under the *Land Transfer Tax Act* (Ontario) and any other applicable provincial or municipal land transfer tax legislation, including all registration fees, license fees, and other like charges payable upon a transfer of real property, together with interest, penalties and additions thereto;

(dd) **"Leases"** means any leases with any tenants relating to the Property;

(ee) Intentionally deleted.

(ff) "**Liabilities**" means all costs, expenses, charges, debts, liabilities, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise, liquidated or unliquidated under or in respect of any contract, agreement, arrangement, lease, commitment or undertaking, Applicable Law and Taxes.

(gg) "**Parties**" means the Vendor, the Purchaser and any other Person who may become a party to this Agreement. "**Party**" means any one of the foregoing;

(hh) "**Permits**" means all permits, licenses and applications that may have been issued or applied for in the name of the Debtor and/or the Vendor in connection with the servicing and/or development of the Property;

(ii) "**Permitted Encumbrances**" means those Encumbrances listed in Schedule "B" attached hereto;

(jj) "**Person**" means an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity;

(kk) "**Plans**" means all plans and documentation in the possession or control of the Vendor relevant to the development of the Property including, without limitation, any project documents, engineering drawings, architectural plans and working drawings, landscaping plans, reports, project documents other documentation prepared to illustrate or define a particular aspect of the development of the Property, in each instance, to the extent forming part of the Data Room created by the Vendor in respect of the Transaction;

(ll) "**Property**" means the real property described in Schedule "A" attached hereto;

(mm) "**Property Documents**" means the documents in the Data Room;

(nn) "**Purchaser Closing Conditions**" has the meaning ascribed to it in Section 4.1;

(oo) "**Purchase Price**" shall have the meaning ascribed to it in Section 2.4. For greater certainty, the Purchase Price shall be exclusive of Transfer Taxes and any other taxes payable as a result of or in connection with the Transaction;

(pp) "**Purchaser's Solicitors**" means the law firm of •;

(qq) "**Purchased Assets**" means those assets being the lands which are the subject of this Agreement;

(rr) **"Receiver"** has the meaning described thereto in the Recitals;

(ss) **"Reports"** means collectively any written reports or documents received or obtained by the Receiver from any third party regarding any aspect of the Property;

(tt) "**Rights**" has the meaning ascribed to it in Section 2.13;

(uu) **"Sale Procedure"** means the sale procedure attached hereto as Schedule "D", with such amendments as are satisfactory to the Receiver;

(vv) Intentionally deleted.

(ww) **"Successful Bid"** has the meaning given to it in the Sale Procedure;

(xx) **"Successful Bidder"** has the meaning given to it in the Sale Procedure;

(yy) "**Transaction**" means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;

(zz) "**Transfer Taxes**" means all HST, Land Transfer Tax, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated together with interest, penalties and additional amounts imposed with respect thereto;

(aaa) Intentionally deleted.

(bbb) "**Vendor Closing Conditions**" has the meaning ascribed to it in Section 4.3;

(ccc) "**Vendor's Solicitor**" means the law firm of Garfinkle Biderman LLP;

(ddd) **"Approval and Vesting Order"** means the order of the Court approving the sale by the Receiver to the Purchaser of the Subject Assets and vesting all rights, title and interest of the Subject Assets in favour of the Purchaser free and clear of all Encumbrances (other than Permitted Encumbrances) (in a form to be agreed upon by the parties);

(eee) **"Vesting Order Motion"** means a motion by the Receiver seeking the granting of the Approval and Vesting Order; and

(fff) "**Work Orders**" means any work orders, deficiency notices, outstanding building permits, orders, or requirements to comply with any Applicable Laws or issued by any Governmental Authorities.

1.2 Interpretation Not Affected by Headings, etc.

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

1.3 Extended Meanings

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

1.4 Schedules

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

Schedule "A"	Property
Schedule "B"	Permitted Encumbrances
Schedule “C”	Excluded Assets
Schedule “D”	Sale Procedure

SECTION 2 — SALE AND PURCHASE AND ASSIGNMENT

2.1 Sale and Purchase of Purchased Assets

On the Closing Date, subject to the terms and conditions of this Agreement, the Vendor shall sell and the Purchaser shall purchase the Purchased Assets and the Purchaser shall assume the Assumed Liabilities, all in accordance with and pursuant to the terms hereof and the Approval and Vesting Order. The Purchaser acknowledges that it is not purchasing any other property or assets of the Debtor other than the Purchased Assets.

2.2 "As is, Where is"

The Purchaser acknowledges and agrees that:

(a) the Vendor is selling and the Purchaser is purchasing the Purchased Assets on an “as is, where is” basis subject to whatever defects, conditions, impediments, Hazardous Materials or deficiencies which may exist on the Closing Date, including, without limiting the generality of the foregoing, any latent or patent defects in the Purchased Assets. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to any matter including, title, encumbrances, description, fitness for purpose or use, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, zoning, permitted uses, permits, compliance with Applicable Laws of Government Authorities, threatened claims, litigation, the existence or non-existence of Hazardous Materials flowing onto or from the Property or any part thereof, or in the air, surface or ground water flowing through, onto or from the Property, or any part thereof, any non-compliance with Environmental Laws including any adverse matters contained in the Reports (the “**Environmental Condition**”), compliance with any or all Environmental Laws, or in respect of any other matter or thing whatsoever concerning the Purchased Assets, or the right of the Vendor to sell or assign same save and except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario)

or similar legislation do not apply hereto and are hereby waived by the Purchaser. The descriptions of the Purchased Assets set out in this Agreement or in the Property Documents are for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the completeness or accuracy of such descriptions. The Purchaser further acknowledges that the Property Documents and all other written and oral information (including, without limitation, any analyses, financial information and projections, compilations, studies and the Plans) obtained by the Purchaser from the Vendor or the Agent with respect to the Purchased Assets or otherwise relating to the Transaction has been provided for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendor shall not be under any obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser's responsibility to take possession of the Purchased Assets.

(b) notwithstanding any statutory provisions to the contrary, the Purchaser has no right to submit requisitions on title or in regard to any outstanding Work Orders, and the Purchaser shall accept the title to the Property subject to the Permitted Encumbrances and the Environmental Condition.

(c) the various parties who prepared the Property Documents may have restricted the use thereof to the Debtor only, in their respective retainers with the Debtor and any purported conveyance of any of the Property Documents by the Vendor to the Purchaser may be subject to such limitations.

(d) Without limiting the generality of this Section 2.2, the Purchaser acknowledges and agrees that the parties have expressly agreed to exclude from this Agreement all express or implied representations and warranties with respect to the following matters:

(i) the compliance of the Property with Applicable Laws, by-laws or regulations including without limitation, municipal zoning by-laws and regulations;

(ii) any easements, rights of way, instruments, documents, agreements or other registered or unregistered interest in the Property which impacts the use, enjoyment, income or development opportunities connected with the Property;

(iii) that the present use or any future use of the Purchased Assets intended by the Purchaser is or will be lawful or permitted;

(iv) the execution, good standing, validity, binding effect or enforceability of the Permitted Encumbrances;

(v) that the Vendor has any right, title or interest in any goodwill associated with the Purchased Assets, or the use of any name associated with the operation of the Purchased Assets;

(vi) the description, title, condition, value, state of repair and fitness for any purpose of the Purchased Assets; and

(vii) the compliance of the Property with Environmental Laws, Reports or the existence or non-existence of Hazardous Materials, environmental, soil or water contamination or pollution on or about the Property, or otherwise with respect to the environmental condition of the Property;

(e) the Property Documents and any assets lists, information packages and other material concerning the Purchased Assets or the sale thereof provided by or on behalf of the Vendor and the Agent have been prepared solely for the convenience of the Purchaser and are not warranted or represented to be complete or accurate and are not part of this Agreement (unless specifically provided in such material) and the descriptions of the Purchased Assets provided to the Purchaser are for the purposes of identification only, no conditions, warranty or representation has been or will be given by the Vendor concerning the accuracy, completeness or any other matter concerning such descriptions;

(f) the Vendor is entering into this Agreement solely in its capacity as Receiver of the Property pursuant to the Appointment Order and not in its personal or other capacity and the Vendor and its agents (including the Vendor's Solicitors), officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith;

(g) save as to any valid objection to title made in respect of matters arising after the Acceptance Date, the Purchaser shall be conclusively deemed to have accepted the title to the Property and to have accepted the Property subject to the Permitted Encumbrances and the Environmental Condition and subject to all Applicable Laws, by-laws and regulations affecting its use. If any valid objection to title expressly permitted herein is made by the Purchaser prior to the Closing Date, which the Vendor is unwilling or unable to remove, remedy, or satisfy and which the Purchaser will not waive or is not satisfied by title insurance, then the Receiver may terminate this Agreement by notice to the Purchaser, whereupon, except as herein expressly set forth, the Deposit without interest accrued thereon shall be forthwith returned to the Purchaser in accordance with and subject to the terms in Section 2.5 and 2.12 each of the Purchaser and the Receiver shall be released from all obligations under this Agreement;

(h) the Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such of the foregoing as are in the possession or control of the Receiver;

(i) the Purchaser acknowledges that, the Vendor has provided the Purchaser access to the Data Room and that the Purchaser has had sufficient opportunity to review, and has satisfied itself with respect to, the Property Documents. If for any reason the transaction is not completed, the Purchaser shall forthwith return the Property Documents, and delete any electronic copies of them in its possession or control. The Vendor makes no representation or warranty, express or implied, as to the

accuracy or completeness of any information contained in any of the Property Documents; and

(j) in entering into this Agreement, the Purchaser has relied and will rely entirely and solely upon its own inspections and investigations with respect to the Property and the Purchased Assets, including the physical condition and the Environmental Condition of the Purchased Assets including compliance with Applicable Laws and has relied solely upon its own judgement resulting from doing so and has not relied and will not rely on any information, written or oral, furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor including the Agent, including with respect to value of the Purchased Assets, the development potential of the Property, adequacy, marketability, quantity, location, condition, quality, fitness or state of repair. The information in the Data Room and description of the Purchased Assets in any marketing material, listing information, and any like material delivered or made available by the Vendor and/or the Agent, the Vendor's agents or any other party on its behalf to the Purchaser or its representatives are believed to be correct, but if any misstatement, error, inaccuracy or omission (collectively the "**Inaccuracies**") is found in the them, the Purchaser shall not be entitled to any abatement, damages, reimbursement, costs or to termination of this Agreement as a result of them and the Purchaser releases the Vendor and its agents from any Claims the Purchaser had, has or may have as a result of such Inaccuracies.

2.3 Permitted Encumbrances

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

2.4 Purchase Price

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets (the "**Purchase Price**") shall be an amount of $_____ allocated as set out in paragraph 2.7.

2.5 Deposit

The Parties acknowledge and agree that the sum of $_____, being ten (10%) percent of the Purchase Price (the "**Deposit**") has been delivered by the Purchaser to the Vendor's solicitor in trust upon submission by the Purchaser of an executed copy of the Agreement to the Vendor. The Deposit shall be held in a non-interest bearing account of a Canadian chartered bank or trust company, in trust and to be disbursed in accordance with the following provisions:

(a) if the purchase and sale of the Purchased Assets is completed on the Closing Date, then the Deposit shall be released from trust and applied towards payment of the Purchase Price;

(b) if the purchase and sale of the Purchased Assets is not completed on the Closing Date for any reason other than the default of the Purchaser hereunder, then the Deposit shall, subject to any Claim by the Vendor for damages under Section 2.12(d) herein, be released from trust and paid to the Purchaser in full satisfaction of all Claims incurred by the Purchaser as a result of such non-completion; or

(c) if the purchase and sale of the Purchased Assets is not completed on the Closing Date as a result of the Purchaser's default hereunder, then the Deposit shall be forfeited to the Vendor and released from trust as liquidated damages and not as a penalty and paid to the Vendor without prejudice to the Vendor's rights to reimbursement on account of any Claim of the Vendor against the Purchaser as a result of such failure and the Vendor shall be entitled to pursue all of its rights and remedies against the Purchaser, including the resale of the Purchased Assets. Upon any such resale, the Purchaser shall pay to the Vendor: (i) an amount equal to the amount, if any, by which the Purchase Price under the Agreement exceeds the net purchase price received by the Vendor pursuant to such resale (net of any commissions and costs and expenses incurred to effect the completion of such resale including legal costs on a full indemnity basis), and (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of the Transaction or occasioned by the Purchaser's failure to comply with this Agreement.

2.6 Payment of Purchase Price

The Purchase Price shall be paid and satisfied as follows:

(a) on Closing, the Deposit shall be released from trust and credited against the Purchase Price in accordance with Section 2.5(a); and

(b) on Closing, the Purchase Price, subject to adjustments and minus the amount paid to the Vendor pursuant to Section 2.6(a), shall be paid to the Vendor or as the Vendor may direct in writing by way of wire transfer using the Large Value Transfer System.

2.7 Intentionally deleted.

2.8 Adjustment of Purchase Price

(1) The Purchase Price shall be adjusted as of the Closing Date in accordance with the terms of this Agreement for any property taxes (including interest thereon, if applicable), utilities and any other items which are usually adjusted in purchase transactions involving assets similar to the Purchased Assets in the context of a Court supervised sale (the "**Adjustments**"). The Receiver shall prepare a statement of adjustments and deliver same to the Purchaser for its approval by no later than 3 Business Days prior to the Closing Date. If the amount of any Adjustments required to be made pursuant to this Purchase Agreement cannot be reasonably determined as

of the Closing Date, an estimate shall be made by the Vendor as of the Closing Date based upon the best information available to the Vendor at such time. When such cost or amount is determined, the Vendor or Purchaser, as the case may be, shall, within 30 days of determination, provide a complete statement thereof to the other and within 30 days thereafter the Vendor and the Purchaser shall make a final adjustment as of the Closing Date for the item in question. In the absence of agreement by the Parties the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Vendor and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the Parties. All re-adjustments shall be requested in a detailed manner on or before the 60th day after the Closing Date, after which time neither party shall have any right to request re-adjustment.

(2) Other than as provided for in this section 2.8, there shall be no Adjustments to the Purchase Price.

2.9 Excluded Liabilities

Other than the Assumed Liabilities, the Purchaser shall not assume and shall not be liable for any other Liabilities of the Vendor or the Debtor.

2.10 Assumed Liabilities

From and after Closing, the Purchaser shall assume and be liable for the Assumed Liabilities. The Assumed Liabilities shall consist only of the Liabilities incurred under or in respect of:

(a) Permitted Encumbrances;

(b) the use of the Purchased Assets from and after the Closing Date to the extent relating to periods from and after the Closing Date; and

(c) the Environmental Condition, and any and all Liabilities for the remediation of the soil and groundwater in, on, over, under or flowing through, onto or from the Property or any part thereof.

(the foregoing being the "**Assumed Liabilities**").

2.11 Taxes

In addition to the Purchase Price, the Purchaser or the beneficial owner of the Property if different from the Purchaser shall pay all applicable Transfer Taxes exigible in connection with the purchase and sale of the Purchased Assets, including, without limitation, HST and Land Transfer Tax.

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

the Closing Date.

The Purchaser shall deliver, prior to Closing, a certificate in form prepared by the Vendor acting reasonably certifying that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the Transaction. The Purchaser's certificate shall also include certification of the Purchaser's prescription and/or registration as the case may be, and the Purchaser's HST registration number together and the Purchaser shall indemnify and hold harmless the Vendor from and against any and all Claims, HST, penalties, costs and any interest that may become payable by or assessed against the Vendor for all Transfer Taxes arising out of, related to or connected in any way with the Property or this Transaction. If the Purchaser shall fail to deliver its certificate, then the Purchaser shall tender to the Vendor at Closing, in addition to the balance due on Closing, an amount equal to the HST that the Vendor shall be obligated to collect and remit in connection with the Transaction.

2.12 Inspections

The Vendor will permit the Purchaser, its consultants, agents and representatives to carry out, at the Purchaser's sole expense and risk, such investigations, soil tests, and environmental audits as the Purchaser, acting reasonably, may deem necessary with respect to the Property, subject to and conditional upon the following terms and conditions:

(a) any invasive testing shall require the Vendor’s written approval prior to such testing;

(b) the Purchaser shall provide at least two Business Days' notice to the Vendor of any such tests and inspections and the Vendor will be entitled to have a representative present during all such tests and inspections;

(c) all soil tests or environmental audits shall be coordinated with the Vendor;

(d) any damage to the Property caused by such tests and inspections will be promptly repaired by the Purchaser and the Purchaser will indemnify and save the Vendor harmless from all Claims which the Vendor may suffer as a result of the said tests and inspections or any other breach of this Section by the Purchaser; and

(e) prior to entering the Property to conduct the Purchaser's tests and investigations, the Purchaser shall deliver (or shall cause its representatives completing the Purchaser's investigations on its behalf to deliver) to the Vendor evidence of liability insurance coverage for at least $2,000,000.

The Purchaser agrees that the Vendor shall be entitled to deduct from the Deposit the amount of any Claims which the Vendor may suffer as a result of a breach of this Section 2.12 by the Purchaser. To the extent that the Purchaser commissions any reports in connection with its tests and investigations of the Property, copies of all such reports shall be delivered to the Vendor at no cost to the Vendor within three (3) Business Days of issuance.

2.13 Non-Transferable and Non-Assignable Purchased Assets

To the extent that any of the Purchased Assets to be transferred to the Purchaser on the Closing, or any Claim, right or benefit arising under or resulting from such Purchased Assets (collectively, the "**Rights**") is not capable of being transferred without the approval, consent or waiver of any third Person, or if the transfer of a Right would constitute a breach of any obligation under, or a violation of, any Applicable Law unless the approval, consent or waiver of such third Person is obtained, then, except as expressly otherwise provided in this Agreement and without limiting the rights and remedies of the Purchaser contained elsewhere in this Agreement, this Agreement shall not constitute an agreement to transfer such Rights unless and until such approval, consent or waiver has been obtained. After Closing and for a period of sixty (60) days following Closing, the Vendor shall:

(a) maintain its existence and hold the Rights in trust for the Purchaser;

(b) comply with the terms and provisions of the Rights as agent for the Purchaser at the Purchaser's cost and for the Purchaser's benefit;

(c) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser; and

(d) enforce, at the reasonable request of the Purchaser and at the expense and for the account of the Purchaser, any rights of the Vendor arising from such Rights against any third Person, including the right to elect to terminate any such Rights in accordance with the terms of such Rights upon the written direction of the Purchaser.

In order that the full value of the Rights may be realized for the benefit of the Purchaser, the Vendor shall, at the request and expense and under the direction of the Purchaser, in the name of the Vendor or otherwise as the Purchaser may specify, take all such action and do or cause to be done all such things as are, in the reasonable opinion of the Vendor, necessary or proper in order that the obligations of the Vendor under such Rights may be performed in such manner that the value of such Rights is preserved and enures to the benefit of the Purchaser. To the extent that such approval, consent or waiver has not been obtained by the 60th day following the Closing, such Right shall be deemed to be an excluded Purchased Asset and the Vendor may terminate any agreement pertaining to such Right unless otherwise agreed to by the Parties. The Purchaser shall indemnify and hold the Vendor harmless from and against any Claim under or in respect of such Rights arising because of any action of the Vendor taken in accordance with this Section.

2.14 Intentionally deleted.

2.15 Approval and Vesting Order

(a) The Receiver and the Purchaser acknowledge that:

i. this Agreement is subject to Court approval; and

ii. closing of the Transaction is subject to this Agreement being determined by the Receiver to be the Successful Bid pursuant to the Sale Procedure and to the issuance of the Approval and Vesting Order.

(b) If this Agreement is determined to be the Successful Bid (as defined in the Sale Procedure) pursuant to the Sale Procedure, the Receiver shall use its commercially reasonable efforts to promptly thereafter file and serve the Vesting Order Motion on notice to the necessary parties.

(c) If the Purchaser is the Successful Bidder (as defined in the Sale Procedure), the Purchaser shall provide all information if any, and take any such actions as may be reasonable requested by the Receiver to assist the Receiver in obtaining the Approval and Vesting Order and any other order of the Court reasonably necessary to consummate the Transaction.

(d) From and after the Acceptance Date, the Receiver shall provide such prior notice as may be reasonable under the circumstances before filing any materials with the Court that relate, in whole or in part, to this Agreement, the Purchaser, or the Approval and Vesting Order and shall consult in good faith with the Purchaser regarding the content of such materials prior to any such filing (provided that the Receiver shall not be obligated to incorporate the comments of the Purchaser and do any such filings).

2.16 Closing Certificate

The parties hereto acknowledge and agree that the Receiver shall be entitled to file with the Court a certificate, substantially in the form attached to the Approval and Vesting Order (the "**Closing Certificate**") upon receiving written confirmation from the Purchaser that all conditions to close under this Agreement have been satisfied or waived. The Receiver shall have no liability to the Purchaser or any other person as a result of filing the Closing Certificate.

2.17 Receiver's Capacity

The Purchaser acknowledges and agrees that in all matters pertaining to the Sale Procedure, this Agreement, including in its execution, the Receiver has acted and is acting solely in its capacity as Receiver and manager of the Property pursuant to the Appointment Order and not in its personal, corporate or any other capacity and the Receiver and its agents, officers, directors, employees and representatives will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith.

SECTION 3 - REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Covenants

The Purchaser covenants and agrees that it will, effective on and after the Closing Date, assume and be fully responsible for:

(a) all obligations which are to be observed or performed from and after completion of this Transaction under the Permitted Encumbrances; and

(b) the Assumed Liabilities and any other obligations and liabilities assumed by the Purchaser as provided for by this Agreement.

3.2 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Vendor, which representation and warranties the Vendor is relying upon, that:

(a) the Purchaser is and will be as of Closing, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Purchased Assets;

(b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;

(c) no consent or approval of or registration, declaration or filing with any Government Authority is required for the execution or delivery of this Agreement by the Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of any of its obligations hereunder;

(d) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained herein;

(e) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Purchaser to enter into this Agreement or to consummate the Transaction and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success;

(f) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as of Closing, duly and validly executed and delivered by the Purchaser and constitute or will, as of Closing, constitute legal, valid and binding obligations of the

Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof;

(g) the Purchaser is not a non-Canadian person as defined in the *Investment Canada Act*;

(h) The Purchaser has now and will have on the Closing Date the financial resources to complete this transaction in accordance with the terms of this Agreement; and

(i) the Purchaser is registered or will be registered on Closing under Part IX of the ETA.

3.3 Record of Site Condition in the Environmental Registry

If at any time following Closing the Purchaser, in its sole discretion, elects to file a Record of Site Condition ("**RSC**") in respect of any Property, then the following clause will be deemed to have formed part of this Agreement as at the time of execution hereof, in respect only of the Property for which the RSC is filed:

"The Purchaser covenants and agrees that following the Closing, it shall file, at its sole cost and expense, a Record of Site Condition in the Environmental Registry as contemplated under s.168.4 of the Environmental Protection Act for the Property."

On Closing, the Purchaser shall deliver an indemnity in favour of the Vendor in which it agrees to indemnify and save the Vendor harmless from any and all Claims incurred by the Vendor in the event the Purchaser fails to make such filings.

3.4 Receiver's Representations

The Receiver represents and warrants to the Purchaser as follows:

(a) the Receiver has been duly appointed as the receiver of the Purchased Assets pursuant to the Appointment Order and has full right, power and authority, subject to obtaining the Approval and Vesting Order prior to Closing, to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order; and

(b) the Receiver is not a non-resident of Canada for purposes of Section 116 of the *Income Tax Act* (Canada).

3.5 Survival of Representations, Warranties and Covenants

The representations, warranties, agreements and covenants made by the Purchaser herein or in any other agreement, certificate or instrument delivered by the Purchaser to the Vendor pursuant to this Agreement shall survive the Closing, and notwithstanding the Closing, shall continue in full force and effect for the benefit of the Vendor, without limitation.

SECTION 4 — CONDITIONS

4.1 Purchaser Closing Conditions

The obligation of the Purchaser to complete the Transaction is subject to the following conditions precedent being fulfilled or performed at or prior to the Closing Date (the "**Purchaser Closing Conditions**"):

(a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;

(b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at Closing all the documents contemplated in Section 5.3 or elsewhere in this Agreement;

(c) intentionally deleted;

(d) the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction; and

(e) the Receiver shall have determined in accordance with the Sale Procedure that this Agreement is the Successful Bid.

The Purchaser Closing Conditions are for the exclusive benefit of the Purchaser. Any Purchaser Closing Condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

4.2 Purchaser Closing Conditions Not Fulfilled

If any Purchaser Closing Condition has not been fulfilled at or prior to Closing, then the Purchaser in its sole discretion may, either:

(a) terminate this Agreement by notice to the Vendor, in which event the Purchaser shall be released from its obligations under this Agreement and the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof; or

(b) waive compliance with any such Purchaser Closing Condition, without prejudice to its right of termination in the event of non-fulfillment of any other Purchaser Closing Condition.

4.3 Vendor Closing Conditions

The obligation of the Vendor to complete the Transaction is subject to the following

conditions being fulfilled or performed at or prior to the Closing Date (the "**Vendor Closing Conditions**"):

(a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;

(b) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated in Section 5.2 or elsewhere in this Agreement;

(c) there shall be no litigation or proceedings pending against the Vendor, in respect of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper;

(d) The Receiver shall have determined in accordance with the Sale Procedure that this Agreement is the Successful Bid; and

(e) On the closing date, the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction.

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

4.4 Vendor Closing Conditions Not Fulfilled

If any Vendor Closing Condition shall not have been fulfilled at or prior to Closing, then the Vendor in its sole subjective discretion may, without limiting any rights or remedies available to the Vendor at law or in equity, either:

(a) terminate this Agreement by notice to the Purchaser in which event the Vendor shall be released from all obligations under this Agreement and, unless the Vendor Closing Condition that was not fulfilled was the Vendor Closing Condition contained in Section 4.3(c), the Deposit shall be retained by the Vendor in accordance with the provisions of Section 2.5 hereof; or

(b) waive compliance with any such Vendor Closing Condition without prejudice to its right of termination in the event of non-fulfillment of any other Vendor Closing Condition.

4.5 Approval and Vesting Order

The obligations of the Vendor and the Purchaser hereunder are subject to the mutual condition that the Vesting Order shall have been made by the Court on a date to be determined by the Receiver approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Debtor in the Purchased Assets free and clear of all Encumbrances, other than the Permitted Encumbrances. The Parties hereto acknowledge that the foregoing condition has been inserted for the mutual benefit of the Parties and is incapable of waiver. In the event that said condition has not been fulfilled by the aforesaid date, the Transaction shall automatically be deemed to be null and void and of no further force and effect as of said date and provided that the Purchaser is not in default of its obligations hereunder, the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof. The Parties further acknowledge that the Application to the Court for the Vesting Order will be made as soon as reasonably practical after the binding Agreement is entered into by the Parties.

SECTION 5 — CLOSING

5.1. Closing

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

5.2. Purchaser's Deliveries on Closing

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

(a) payment of the Purchase Price;

(b) a certificate, dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;

(c) an acknowledgement dated as of the Closing Date, that each of the Purchaser Closing Conditions have been fulfilled, performed or waived as of the Closing Date;

(d) assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;

(e) the certificate and indemnity provided for under Section 2.11;

(f) an undertaking to re-adjust any item on or omitted from the statement of adjustments subject to 60 day limitation period in Section 2.8;

(g) an environmental release and indemnity indemnifying and holding the

Vendor harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "**Damages**") suffered or incurred by the Vendor, directly or indirectly, as a result of or in connection with any of the following, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:

(i) the presence, release, or the threat of a release of any Hazardous Materials in, on or under the Property;

(ii) the presence of any Hazardous Materials in, on or under properties adjoining or proximate to the Property;

(iii) any other environmental matters relating to the Property;

(iv) the breach of any Environmental Laws applicable to the Property;

(v) the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Purchaser;

(vi) the Environmental Condition; or

(vii) the Indemnity provided for in Schedule 3.3; and

(h) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

5.3 Vendor's Deliveries on Closing

(a) On or before the Closing, the Vendor shall execute and deliver to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

(i) statement of adjustments;

(ii) an acknowledgement dated as of the Closing Date, that each of the Vendor Closing Conditions have been fulfilled, performed or waived as of the Closing Date;

(iii) an assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;

(iv) assignment of all Leases;

(v) the Approval and Vesting Order; and

(vi) such further and other documentation as is referred to in this

Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

(b) Upon the completion of the deliveries pursuant to Section 5.2 and 5.3(a), the Vendor shall immediately file a certificate with the Court (the "**Receiver's Certificate**") that the Transaction has been completed and title to the Property shall vest in the Purchaser effective immediately upon the filing with the Court of the Receiver's Certificate and shall deliver to the Purchaser a copy of same.

5.4 Risk

The Purchased Assets shall be and remain at the risk of the Vendor until Closing. From and after Closing, the Purchased Assets shall be at the risk of the Purchaser. In the event that the Purchased Assets shall be damaged prior to Closing, then the Vendor shall advise the Purchaser in writing within twenty-four (24) hours of the Vendor learning of same. In the event that the Purchased Assets shall be materially damaged prior to Closing then the Vendor shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement by notice, in writing, to the Purchaser and in such event the Parties hereto shall be released from all obligations and liabilities hereunder. If the Vendor shall not elect to terminate this Agreement as set out above, then the Transaction shall be completed in accordance with the terms and conditions hereof and the Purchaser shall be entitled to all proceeds of insurance payable in respect thereof, if any.

5.5 Termination

If either the Vendor or the Purchaser validly terminates this Agreement pursuant to the provisions of Sections 4.2, 4.4, 4.5 or 5.4:

(a) all the obligations of both the Vendor and Purchaser pursuant to this Agreement shall be at an end; and

(b) the Purchaser shall have no right to specific performance or any other remedy against, or any right to recover on account of any Claim it may have from, the Vendor.

5.6 Breach by Purchaser

If all of the Purchaser Closing Conditions have been complied with or waived by the Purchaser and the Purchaser fails to comply with the terms of this Agreement, the Vendor may by notice to the Purchaser elect to treat this Agreement as having been repudiated by the Purchaser. In addition, the Purchaser shall pay to the Vendor, on demand, the deficiency, if any, arising upon such resale (after deducting the expenses of resale) together with interest and all other damages or charges occasioned by or resulting from the default by the Purchaser.

5.7 Electronic Registration

In the event that a system for electronic registration ("**Ereg**") is operative and mandatory

in the applicable land registry office, the Purchaser agrees to cause all necessary procedures to be taken, as may be required by the Vendor or the Vendor's solicitors, to complete the Transaction using Ereg in accordance with the Law Society of Ontario's (the "**LSO**") guidelines. If Ereg is operative on the Closing Date, (i) the Purchaser agrees to use a lawyer authorized to use Ereg and who is in good standing with the LSO, (ii) the Purchaser's solicitors will enter into the Vendor's solicitors' standard form of escrow closing agreement or document registration agreement, which will establish the procedures for closing the Transaction provided same are in accordance with LSO guidelines, and (iii) if the Purchaser's solicitors are unwilling or unable to complete the Transaction using Ereg, then the Purchaser's solicitors must attend at the Vendor's solicitors' office or at another location designated by the Vendor's solicitors at such time on Closing as directed by the Vendor's solicitors to complete the Transaction using Ereg utilizing the Vendor's solicitors' computer facilities, in which event, the Purchaser shall pay to the Vendor's solicitors a reasonable fee therefor.

SECTION 6 - GENERAL

6.1. Further Assurances

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

6.2. Notice

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

in the case of the Purchaser, as follows:

Attention:
Telephone No:
Email:

and in the case of the Vendor, as follows:

TDB Restructuring Limited, Court-Appointed
Receiver of 5004591 Ontario Inc.
11 King Street West
Suite 700, PO Box 27
Toronto, ON M5H 4C7

Attention: Arif Dhanani
Email: adhanani@tdbadvisory.ca

with a copy to:

Garfinkle Biderman LLP

801-1 Adelaide Street East
Toronto, ON M5C 2V9

Attention: Avrom W. Brown
Email: abrown@garfinkle.com

and a copy to:

Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1

Attention: Steve Keyzer
Email: steve.keyzer@colliers.com

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

6.3. Time

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

6.4. Currency

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

6.5. Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, provided that the Purchaser shall not assign the benefit of this Agreement without the prior written consent of the Vendor; provided the Purchaser may assign its rights and obligations under this Agreement to an "affiliate" of the Purchaser (as such term is defined in the *Business Corporations Act* (Ontario)), provided that the Purchaser remains liable, jointly, with such affiliate for all the obligations of the Purchaser hereunder. To the extent that any such assignment occurs, this Agreement and all provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6.6. Amendments and Waiver

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser

may consent to any such amendment at any time prior to the Closing with the prior authorization of their respective boards of directors.

6.7. Entire Agreement

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

6.8. Paramountcy

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

6.9. Severability

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

6.10. Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

6.11. Commission

The Vendor shall be responsible for any commissions to the Agent. Any other commissions payable to any other party shall be the responsibility of the Purchaser.

6.12. Certain Words

In this Agreement, the words "including' and "includes" means "including (or includes) without limitation", and "third party" means any Person who is not a Party.

6.13. Statutory References

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

6.14. Actions to be Performed on a Business Day

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

6.15. No Registrations

The Purchaser hereby covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, or any other document providing evidence of this Agreement against title to the Property. Should the Purchaser be in default of its obligations under this Section, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement, caution, certificate of pending litigation or other document providing evidence of this Agreement or any assignment of this Agreement from the title to the Property and the Purchaser shall be deemed to be in default of its obligations hereunder. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in law to cause the removal of such notice of this Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property. The Purchaser acknowledges and agrees that until Closing, the Purchaser has no interest in the Property whatsoever, notwithstanding anything to the contrary herein.

6.16. Strict Construction

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

6.17. No Third Party Beneficiaries

This Agreement shall be binding upon and enure solely to the benefit of each of the Parties hereto and its permitted assigns and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no person or entity shall be regarded as a third party beneficiary of this Agreement. Each of the Parties agrees that all provisions of this Agreement, and all provisions of any and all documents and security delivered in connection herewith, shall not merge and except where otherwise expressly stipulated herein, survive the closing of the Transaction.

6.18. Planning Act

This Agreement is entered into subject to the express conditions that it is to be effective only if the provisions of Section 50 of the *Planning Act* (Ontario) and amendments, are complied with.

6.19. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

6.21 Expenses

Each Party shall be responsible for its own legal and other expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transaction and for the payment of any broker's commission, finder's fee or like payment payable by it in respect of the purchase and sale of the Purchased Assets pursuant to this Agreement.

(Remainder of this page intentionally left blank)

6.22 Announcements

Except as required by law including applicable regulatory and stock exchange requirements, all public announcements concerning the Transaction shall be jointly approved as to form, substance and timing by the Parties after consultation.

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

TDB RESTRUCTURING LIMITED in its capacity as Court-Appointed Receiver and not in its personal capacity

Per: _____
Name: Arif Dhanani, CPA, CA, CIRP, LIT
Title: Managing Director

<*>

Per: _____
Name:
Title:

Schedule "A"

Property

PIN No. 10306-0064 (LT) – 2849 Islington Avenue

Part Lot 22 Concession 6 WYS Township of York as in NY735134; Toronto (N York), City of Toronto

PIN No. 10306-0035 (LT) – 2857 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379983; Toronto (N York), City of Toronto

PIN No. 10306-0034 (LT) – 2855 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379984; Toronto (N York), City of Toronto

PIN No. 10306-0033 (LT) – 2853 Islington Avenue

Part Lot 1 Plan 9059 North York as in TB221318; Toronto (N York), City of Toronto

PIN No. 10306-0032 (LT) – 2851 Islington Avenue

Part Lot 1 Plan 9059 North York as in TR92058; Toronto (N York), City of Toronto

Schedule "B"

Permitted Encumbrances

"Permitted Encumbrances" means the following:

1. The exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*, R.S.O. 1990, and any amendments thereto or any successor legislation, except paragraph 11;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements or rights of way in favour of any governmental authority or public utility provided that none of the foregoing interfere in any material adverse respect with the current use of the Property;
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due;
5. All agreements and easements, registered or otherwise, for utilities and services for hydro, water, heat, power, sewer, drainage, cable and telephone serving the Property, adjacent or neighbouring properties, provided none of the foregoing interfere in any material adverse respect with the current use of the Property;
6. Any encroachments, minor defects or irregularities indicated on any survey of the Property or which may be disclosed on an up-to-date survey of the Property provided that in either case same do not materially adversely impair the use, operation, or marketability of the Property;
7. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;
8. Any breaches of any Applicable Laws, including Work Orders;
9. Any subdivision agreements, site plan agreements, developments and any other agreements with the Municipality, Region, publicly regulated utilities or other governmental authorities having jurisdiction;
10. Minor title defects, if any, that do not in the aggregate materially affect the use of the Property for the purposes for which it is used on the date of acceptance of this Agreement;
11. The following specific instruments registered on title against the Property:

Permitted Encumbrances related to the Property
(unaffected by the Aporoval and Vesting Order)

Reg. Num.	Date	Instrument Type	Parties To
NY524794	November 21, 1967	Agreement	The Corporation of the Borough of North York
NY579166	July 20, 1970	By-law exempting Part Lot Control	
NY593705	May 12, 1971	Agreement	The Borough of North York
NY608306	December 29, 1971	Agreement	The Corporation of the Borough of North York
NY620929	July 28, 1972	Municipal By-law	
NY632269	January 29, 1973	Notice of Airport Zoning Regulations	Department of Transportation
TB379984	December 29, 1986	Statutory Declaration of Anthony Dilena	
TR57844	March 27, 2000	Notice	Her Majesty the Queen in Right of the Department of Transport Canada
AT4601553	June 19, 2017	Section 37 Agreement	City of Toronto
AT4601554	June 19, 2017	Rental Housing Agreement	City of Toronto
AT4601555	June 19, 2017	Restriction preventing any Transfer or Charge of the lands or any part thereof without the prior written consent of the Chief Planner, of the City of Toronto	
AT4867240	May 18, 2018	Site Plan Agreement	City of Toronto

Schedule "C"

Excluded Assets

SCHEDULE D

Sale Procedure

Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the **"Court")** dated December 6, 2023 and effective December 22, 2023 (the **"Appointment Order")**, RSM Canada Limited was appointed receiver and manager, without security, of the lands and premises set out on **Schedule "B"** attached hereto (the **"Property"**) owned by the Debtor(s) and of all of the assets, undertakings and properties of the Debtor(s) acquired for, or used in relation to the Property, including all proceeds thereof.

Pursuant to the Substitution Order of the Ontario Court of Justice (Commercial List) dated March 1, 2024, (the "**Substitution Order**") the name of TDB Restructuring Limited ("**Receiver**") was substituted in the place of the name of RSM Canada Limited.

Accordingly, the following Sale Procedure shall govern the sales process relating to the solicitation by the Receiver of one or more Bids for the Property.

All denominations are in Canadian Dollars.

1. Definitions

Capitalized terms used in this Sale Procedure shall have the definitions given to them in the preamble hereto and as follows:

"Acknowledgement of Sale Procedure" means an acknowledgement of the Sale Procedure in the form attached as **Schedule "A"** hereto;

"Agreement of Purchase and Sale" shall be the form of Agreement uploaded to Dataroom;

"Back-up Bid" means the next highest and/or best Qualified Bid after the Successful Bid, as assessed by the Receiver, taking into account financial and contractual terms and the factors relevant to the Sale Procedure, including those factors affecting the speed and certainty of consummating the proposed sale;

"Back-up Bidder" means the Bidder that submits the Back-up Bid;

"Bid" means a bid submitted by a Bidder pursuant to Section 7 hereof;

"Bid Deadline" means 4 p.m. (Toronto time) on June 3, 2024;

"Bidder" means a party that submits a Bid in accordance with Section 8;

"Confidential Data Room" means a private data room prepared and maintained by the Receiver or the Listing Agent containing confidential information in respect of or related to the Property;

"Confidential Information" means the confidential information in the Confidential Data Room;

"Confidentiality Agreement" means an executed confidentiality agreement in form and substance acceptable to the Receiver and its counsel;

"Debtor(s)" means, collectively, 5004591 Ontario Inc.;

"Encumbrances" means, collectively, all pledges, liens, security interests, encumbrances, claims, charges, options, and interests;

"Good Faith Deposit" means a cash deposit in an amount equal to 10% of the purchase price as set out in the Agreement of Purchase and Sale;

"Interested Party" means a party participating in this Sale Procedure;

"Listing Agent" shall mean Colliers Macaulay Nicolls Inc.;

"Notice Parties" means the Receiver, its counsel and the Listing Agent;

"Participant Requirements" has the meaning set out in Section 4 hereof;

"Qualified Bid" means a Bid that satisfies the conditions set out in Section 7 hereof as determined by the Receiver;

"Qualified Bidder" means a Bidder submitting a Qualified Bid;

"Sale Hearing" means a Court hearing on motion by the Receiver for an Order to approve the sale of the Property to the Successful Bidder;

"Successful Bid" means the highest and best Qualified Bid as determined by the Receiver, taking into account financial and contractual terms and the factors relevant to the Sale Procedure, including the Expense Reimbursement, if applicable, and those factors affecting the speed and certainty of consummating the proposed sale; and

"Successful Bidder" means the Bidder that submits the Successful Bid.

2. Assets for Sale

The Receiver is soliciting offers for all of and not less than all of the right, title and interest of the Receiver and the Debtor(s) in and to the Property.

.

3. Sale Procedure Structure and Bidding Deadlines

Interested Parties that meet the Participant Requirements shall be given access to the Confidential Information in the Confidential Data Room.

All Bids must be submitted to the Notice Parties by email in accordance with the terms of this Sale Procedure so that they are actually received by each of the Notice Parties no later than the Bid Deadline.

A Bid received after the Bid Deadline shall not constitute a Bid and shall be disqualified. A Bid shall be delivered to all Notice Parties at the same time.

4. Participant Requirements

To participate in the Sale Procedure and to otherwise be considered for any purpose hereunder, each Interested Party must provide the Receiver with each of the following: (i) an executed Confidentiality Agreement; and (ii) an executed Acknowledgement of Sale Procedure (collectively, the **"Participant Requirements**").

5. Access to Due Diligence Materials

Only Interested Parties that satisfy the Participant Requirements **("Potential Bidders")** will be eligible to receive access to the Confidential Data Room.

The Receiver and the Listing Agent will be responsible for the coordination of all reasonable requests for additional information and due diligence access from Potential Bidders. Neither the Receiver nor the Listing Agent shall be obligated to furnish any due diligence information after the Bid Deadline. Neither the Receiver nor the Listing Agent, nor their agents, shall be responsible for, and will bear no liability with respect to, any information obtained by any party in connection with the sale of the Property, or any of them.

6. Information from Interested Parties

Each Potential Bidder shall comply with all reasonable requests for additional information by the Receiver and/or the Listing Agent regarding such Potential Bidder and its contemplated transaction. Failure by a Potential Bidder to comply with requests for additional information will be a basis for the Receiver to determine that the Potential Bidder is not a Qualified Bidder.

7. **Bid Requirements**

In order to be considered a Qualified Bid, as determined by the Receiver, a Bid must satisfy each of the following conditions:

a) Written Submission of Agreement of Purchase and Sale. The Bid must be

submitted by the Bid Deadline. The Agreement of Purchase and Sale must constitute a written and binding commitment to close on a transaction for the purchase of the Property, on the terms and conditions set forth therein;

b) Irrevocable. A Bid must be received by the Bid Deadline, in accordance with Section 3 above, and must be irrevocable until the date on which the Receiver obtains court approval of the Successful Bid, subject to the provisions hereof regarding the Back-up Bid being deemed to be the Successful Bid;

c) Conditions. A Bid may not be conditional on obtaining financing or any internal approval or on the outcome or review of due diligence. Any other terms and conditions associated with a Bid may not, in aggregate, be more burdensome in the sole and exclusive opinion of the Receiver;

d) Financing Sources. A Bid must be accompanied by: (i) written evidence of a commitment for financing or other evidence of the Bidder's ability to close on the Agreement of Purchase and Sale satisfactory to the Receiver; (ii) appropriate contact information for such financing sources; and (iii) names of all principals of the Purchaser together with names of all development partners whether corporate or personal in sufficient detail to allow the Receiver to make a determination as to the Purchaser's ability to complete the transaction in accordance with the terms of the Agreement of Purchase and Sale;

e) Intentionally deleted.

f) Good-Faith Deposit. Each Bid must be accompanied by a Good Faith Deposit that shall be paid to the Receiver's counsel by wire transfer or banker's draft, to be held by the Receiver's counsel in trust in accordance with this Sale Procedure and which shall constitute the Deposit under the Agreement of Purchase and Sale; and

g) Intentionally deleted.

The Receiver shall be entitled to seek additional information and clarifications from Bidders in respect of their Bids at any time.

8. Intentionally deleted.

.

9. Designation as Qualified Bidder

Following the Bid Deadline, the Receiver shall determine which Bidders are Qualified Bidders. The Receiver shall notify each Bidder of its determination as to whether the Bidder is a Qualified Bidder as soon as practicable after the Bid Deadline.

10. Determination of Successful Bid

If one or more Qualified Bids is received by the Bid Deadline, the Receiver may by a date to be determined by the Receiver: (i) conduct an auction amongst the Qualified

Bidders, on terms to be determined by the Receiver and communicated to the Qualified Bidders; and/or (ii) negotiate with the Qualified Bidders to determine the Successful Bid and the Back-up Bid, if any.

Upon determination of the Successful Bid and the Back-up Bid, if any, the Receiver shall, as soon as reasonably practicable, seek Court approval of, and authority to consummate, the Agreement of Purchase and Sale included in the Successful Bid and the transactions provided for therein. The Receiver shall post notice of its application to Court for approval of the Successful Bid on its website established pursuant to the Appointment Order.

If no Qualified Bid is received by the Bid Deadline, then the Sale Procedure shall be terminated.

11. Intentionally deleted.

12. Acceptance of Successful Bid

Subject to the terms of the Agreement of Purchase and Sale, the Receiver will be deemed to have accepted a Successful Bid only when the Successful Bid has been approved by the Court. The Receiver will be deemed to have accepted a Back-up Bid only when it has been approved by the Court and has been deemed to be a Successful Bid.

13. Intentionally deleted.

14. "As Is, Where Is"

The sale of the Property, pursuant to this Sale Procedure shall be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Receiver, the Listing Agent or their respective officers, directors, employees, representatives or agents, except to the extent set forth in the Successful Bid. Each Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Property prior to making its Bid, that it has relied solely on its own independent review, investigation, and/or inspection of any documents and/or the Property in making its Bid, and that it did not, does not, and will not rely on any written or oral statements, representations, promises, warranties, conditions or guarantees whatsoever, whether express or implied or arising by operation of law or otherwise, regarding the Property, made by the Receiver, the Listing Agent or their respective officers, directors, employees, representatives or agents or the accuracy or completeness of any information provided in connection therewith, except as expressly stated in this Sale Procedure or as to another Successful Bidder, the applicable Agreement of Purchase and Sale.

15. Free Of Any and All Encumbrances

Except as otherwise provided in the Successful Bid, the Property shall be sold free and clear of all Encumbrances, except the Permitted Encumbrances, in

accordance with an approval and vesting order of the Court, with all Encumbrances on or against the Property that are sold, other than the Permitted Encumbrances, to attach to the net proceeds of the sale of such Property after completion of such sale under a Successful Bid.

16. Back-up Bid

If the Successful Bid is approved by the Court and the Successful Bidder fails to consummate the transaction in accordance with the terms and conditions of the Successful Bid, the Receiver shall be entitled, but not required, to deem the Back-up Bid the Successful Bid. The Receiver may seek the Court's approval to consummate the transaction with the Back-up Bidder at the Sale Hearing on a conditional basis, or may seek such approval in the event that it deems the Back-up Bid to be the Successful Bid under this section.

17. Return of Good Faith Deposit

Good Faith Deposits of all Qualified Bidders shall be held in a non-interest bearing account of the Receiver's counsel. Good Faith Deposits of all Qualified Bidders, other than the Successful Bidder and the Back-up Bidder, shall be returned, without interest, to such Qualified Bidders within three (3) business days after the selection of the Successful Bidder and the Back-up Bidder. Good Faith Deposits of the Successful Bidder shall be applied to the purchase price of such transaction at closing. The Good Faith Deposit of the Back-up Bidder shall be returned, without interest, to the Back-up Bidder within three (3) business days after the closing of the transaction(s) contemplated by the Successful Bid. If a Successful Bidder (including any Back-up Bidder deemed to be a Successful Bidder hereunder) fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Receiver shall be entitled to retain the Good Faith Deposit of the Successful Bidder as part of its damages resulting from the breach or failure to perform by the Successful Bidder. If the Successful Bidder fails to consummate an approved sale for any reason, and a transaction is completed with the Back-up Bidder, the Good Faith Deposit of the Back-up Bidder shall be applied to the purchase price of the transaction(s) contemplated by the Agreement of Purchase and Sale of the Back-up Bidder at closing.

18. Modifications and Reservations

This Sale Procedure may be modified or amended by the Receiver, provided that if such modification or amendment materially deviates from this Sale Procedure, such modification or amendment may only be made by order of the Court.

Schedule "A"

ACKNOWLEDGEMENT

TO: TDB Restructuring Limited, in its capacity as court-appointed receiver and manager of the lands and premises described on Schedule “B” (the **"Property"**) (the **"Receiver")**

RE: The sale procedure with respect to the sale by the Receiver of the Property (the **"Sale Procedure")**

The undersigned hereby acknowledges receipt of, and its agreement with, the Sale Procedure.

DATED this ____ day of _____, 20__.

Per:_____
Name:
Title:

Per:_____
Name:
Title:

I/We have authority to bind the corporation.

Schedule "B"

PROPERTY

PIN No. 10306-0064 (LT) – 2849 Islington Avenue

Part Lot 22 Concession 6 WYS Township of York as in NY735134; Toronto (N York), City of Toronto

PIN No. 10306-0035 (LT) – 2857 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379983; Toronto (N York), City of Toronto

PIN No. 10306-0034 (LT) – 2855 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379984; Toronto (N York), City of Toronto

PIN No. 10306-0033 (LT) – 2853 Islington Avenue

Part Lot 1 Plan 9059 North York as in TB221318; Toronto (N York), City of Toronto

PIN No. 10306-0032 (LT) – 2851 Islington Avenue

Part Lot 1 Plan 9059 North York as in TR92058; Toronto (N York), City of Toronto

APPENDIX H

Plos, Stephanie

From: Steve Keyzer & Alex Holiff <steve.keyzer@colliers.com>
Sent: Thursday, September 5, 2024 7:32 AM
To: Plos, Stephanie
Subject: BID DATE SEPT 26 | Approved Development Land For Sale | 2849-2857 Islington Avenue

Colliers

RECEIVERSHIP SALE

Approved Mid-Rise Redevelopment Land at Islington Avenue & Finch Avenue West

2849-2857 Islington Avenue, Toronto, Ontario

BID DATE ANNOUNCED

Thursday, September 26th, 2024 by 3:00 PM



Details

For Sale: Medium Density Redevelopment Land

Land Area: 36,694 SF (0.84 Acres)

Potential GFA: 74,971 SF +

Property Features

- 0.84 acres (36,590 SF) Of Prime Redevelopment Land Across 5 Adjacent Parcels
- Currently the Site of Four Semi-Detached and One Detached Home
- Approved and Rezoned for a 6-Storey, 110-Unit Mid-Rise Apartment Building with a GFA of 74,971 SF
- Potential For a Purchaser to Further Rezone the Lands for Greater Height and Density



Rendering of Approved Development

Description

Nestled in a prime location at 2849-2857 Islington Avenue, Toronto, this property is comprised of five adjacent parcels of land totalling approximately 0.84 acres (36,590 square feet). Currently housing four semi-detached and one detached home, the Property presents an excellent redevelopment opportunity.

The Property has been approved and rezoned for a 6-storey, 110-unit mid-rise apartment building, with 74,971 square feet of buildable Gross Floor Area (GFA). With the City of Toronto's new Draft Mid-Rise Transition Performance Standards, there is an opportunity for a purchaser to further rezone the lands for greater height and density.

Conveniently located in close proximity to an abundance of parkland, retail, and other amenities, residents of this future development will enjoy easy access to nearby parks, retail outlets, restaurants, and recreational facilities. The neighbourhood offers a dynamic lifestyle with everything residents need within reach.

Bid Date: Thursday, September 26th, 2024 by 3:00 PM

This Property is being offered on an unpriced basis.

To receive access to the data website please sign and submit the Confidentiality Agreement included in the link below:

Investment Summary

Property Website

Confidentiality Agreement



Steve Keyzer
Executive Vice President, Sales Representative
Steve.Keyzer@colliers.com
T: +1 416 643 3770
Colliers



Alex Holiff
Vice President, Sales Representative
Alex.Holiff@colliers.com
T: +1 647 620 5373
Colliers

Maximize the potential of property to accelerate
the success of our clients and our people.

ColliersCanada.com | Unsubscribe | Email Preferences

This email has been prepared by Colliers for advertising and general information only. Information and related materials are subject to change without notice. Colliers makes no guarantees, representations or warranties of any kind, expressed or implied, regarding the information including, but not limited to, warranties of content, accuracy, usefulness and reliability. Each user of this information assumes all risks in connection with such use. Any interested party should undertake their own inquiries as to the accuracy of the information. Colliers disclaims unequivocally all inferred or implied terms, conditions and warranties arising out of this email and any attachments hereto, and disclaims all liability for loss and damages arising therefrom. This publication, the Colliers name and logos are the copyrighted property of Colliers and/or its licensor(s). You must not use such marks without the prior written permission of Colliers. All other names, logos, product and service names, designs and slogans contained in this email and any attachments are the trademarks of their respective owners. © 2023. All rights reserved. This communication is not intended to cause or induce breach of an existing listing agreement.
This email was sent by: Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400, Toronto, Ontario, M5J 2V1.
We respect your right to privacy - View our **Privacy Policy**

To ensure delivery to your inbox (and not to your junk or bulk mail folders), add the sender to your address book.
If you do not wish to receive further emails from us, simply Unsubscribe using the link above.



Plos, Stephanie

From: Steve Keyzer & Alex Holiff <steve.keyzer@colliers.com>
Sent: Wednesday, September 11, 2024 2:31 PM
To: Plos, Stephanie
Subject: BID DATE SEPT 26 | Approved Development Land For Sale | 2849-2857 Islington Avenue

Colliers

RECEIVERSHIP SALE

Approved Mid-Rise Redevelopment Land at Islington Avenue & Finch Avenue West

2849-2857 Islington Avenue, Toronto, Ontario

BID DATE ANNOUNCED

Thursday, September 26th, 2024 by 3:00 PM



Details

For Sale: Medium Density Redevelopment Land

Land Area: 36,694 SF (0.84 Acres)

Potential GFA: 74,971 SF +

Property Features

- 0.84 acres (36,590 SF) Of Prime Redevelopment Land Across 5 Adjacent Parcels
- Currently the Site of Four Semi-Detached and One Detached Home
- Approved and Rezoned for a 6-Storey, 110-Unit Mid-Rise Apartment Building with a GFA of 74,971 SF
- Potential For a Purchaser to Further Rezone the Lands for Greater Height and Density



Rendering of Approved Development

Description

Nestled in a prime location at 2849-2857 Islington Avenue, Toronto, this property is comprised of five adjacent parcels of land totalling approximately 0.84 acres (36,590 square feet). Currently housing four semi-detached and one detached home, the Property presents an excellent redevelopment opportunity.

The Property has been approved and rezoned for a 6-storey, 110-unit mid-rise apartment building, with 74,971 square feet of buildable Gross Floor Area (GFA). With the City of Toronto's new Draft Mid-Rise Transition Performance Standards, there is an opportunity for a purchaser to further rezone the lands for greater height and density.

Conveniently located in close proximity to an abundance of parkland, retail, and other amenities, residents of this future development will enjoy easy access to nearby parks, retail outlets, restaurants, and recreational facilities. The neighbourhood offers a dynamic lifestyle with everything residents need within reach.

Bid Date: Thursday, September 26th, 2024 by 3:00 PM

This Property is being offered on an unpriced basis.

To receive access to the data website please sign and submit the Confidentiality Agreement included in the link below:

Investment Summary

Property Website

Confidentiality Agreement



Steve Keyzer
Executive Vice President, Sales Representative
Steve.Keyzer@colliers.com
T: +1 416 643 3770
Colliers



Alex Holiff
Vice President, Sales Representative
Alex.Holiff@colliers.com
T: +1 647 620 5373
Colliers

Maximize the potential of property to accelerate
the success of our clients and our people.

ColliersCanada.com | Unsubscribe | Email Preferences

This email has been prepared by Colliers for advertising and general information only. Information and related materials are subject to change without notice. Colliers makes no guarantees, representations or warranties of any kind, expressed or implied, regarding the information including, but not limited to, warranties of content, accuracy, usefulness and reliability. Each user of this information assumes all risks in connection with such use. Any interested party should undertake their own inquiries as to the accuracy of the information. Colliers disclaims unequivocally all inferred or implied terms, conditions and warranties arising out of this email and any attachments hereto, and disclaims all liability for loss and damages arising therefrom. This publication, the Colliers name and logos are the copyrighted property of Colliers and/or its licensor(s). You must not use such marks without the prior written permission of Colliers. All other names, logos, product and service names, designs and slogans contained in this email and any attachments are the trademarks of their respective owners. © 2023. All rights reserved. This communication is not intended to cause or induce breach of an existing listing agreement.
This email was sent by: Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400, Toronto, Ontario, M5J 2V1.
We respect your right to privacy - View our **Privacy Policy**

To ensure delivery to your inbox (and not to your junk or bulk mail folders), add the sender to your address book.
If you do not wish to receive further emails from us, simply Unsubscribe using the link above.

Plos, Stephanie

From: Steve Keyzer & Alex Holiff <steve.keyzer@colliers.com>
Sent: Tuesday, September 17, 2024 2:26 PM
To: Plos, Stephanie
Subject: BID DATE SEPT 26 | Approved Development Land For Sale | 2849-2857 Islington Avenue

Colliers

RECEIVERSHIP SALE

Approved Mid-Rise Redevelopment Land at Islington Avenue & Finch Avenue West

2849-2857 Islington Avenue, Toronto, Ontario

BID DATE ANNOUNCED

Thursday, September 26th, 2024 by 3:00 PM



Details

For Sale: Medium Density Redevelopment Land

Land Area: 36,694 SF (0.84 Acres)

Potential GFA: 74,971 SF +

Property Features

- 0.84 acres (36,590 SF) Of Prime Redevelopment Land Across 5 Adjacent Parcels
- Currently the Site of Four Semi-Detached and One Detached Home
- Approved and Rezoned for a 6-Storey, 110-Unit Mid-Rise Apartment Building with a GFA of 74,971 SF
- Potential For a Purchaser to Further Rezone the Lands for Greater Height and Density



Rendering of Approved Development

Description

Nestled in a prime location at 2849-2857 Islington Avenue, Toronto, this property is comprised of five adjacent parcels of land totalling approximately 0.84 acres (36,590 square feet). Currently housing four semi-detached and one detached home, the Property presents an excellent redevelopment opportunity.

The Property has been approved and rezoned for a 6-storey, 110-unit mid-rise apartment building, with 74,971 square feet of buildable Gross Floor Area (GFA). With the City of Toronto's new Draft Mid-Rise Transition Performance Standards, there is an opportunity for a purchaser to further rezone the lands for greater height and density.

Conveniently located in close proximity to an abundance of parkland, retail, and other amenities, residents of this future development will enjoy easy access to nearby parks, retail outlets, restaurants, and recreational facilities. The neighbourhood offers a dynamic lifestyle with everything residents need within reach.

Bid Date: Thursday, September 26th, 2024 by 3:00 PM

This Property is being offered on an unpriced basis.

To receive access to the data website please sign and submit the Confidentiality Agreement included in the link below:

Investment Summary

Property Website

Confidentiality Agreement



Steve Keyzer
Executive Vice President, Sales Representative
Steve.Keyzer@colliers.com
T: +1 416 643 3770
Colliers



Alex Holiff
Vice President, Sales Representative
Alex.Holiff@colliers.com
T: +1 647 620 5373
Colliers

Maximize the potential of property to accelerate
the success of our clients and our people.

ColliersCanada.com | Unsubscribe | Email Preferences

This email has been prepared by Colliers for advertising and general information only. Information and related materials are subject to change without notice. Colliers makes no guarantees, representations or warranties of any kind, expressed or implied, regarding the information including, but not limited to, warranties of content, accuracy, usefulness and reliability. Each user of this information assumes all risks in connection with such use. Any interested party should undertake their own inquiries as to the accuracy of the information. Colliers disclaims unequivocally all inferred or implied terms, conditions and warranties arising out of this email and any attachments hereto, and disclaims all liability for loss and damages arising therefrom. This publication, the Colliers name and logos are the copyrighted property of Colliers and/or its licensor(s). You must not use such marks without the prior written permission of Colliers. All other names, logos, product and service names, designs and slogans contained in this email and any attachments are the trademarks of their respective owners. © 2023. All rights reserved. This communication is not intended to cause or induce breach of an existing listing agreement.
This email was sent by: Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400, Toronto, Ontario, M5J 2V1.
We respect your right to privacy - View our **Privacy Policy**

To ensure delivery to your inbox (and not to your junk or bulk mail folders), add the sender to your address book.
If you do not wish to receive further emails from us, simply Unsubscribe using the link above.

APPENDIX I

2849* Islington Ave, Toronto

EXPIRED $1

Toronto W05, Humber Summit, Toronto, Ontario M9L 2J9

TAXES $39,755.37 (2023) Annual

LIST $1

COLLIERS MACAULAY NICOLLS INC.

W8171516

Land	36694 Sq Ft	Residential	Designated	370
TYPE	TOTAL AREA	USE	CATEGORY	DOM



CLIENT REMARKS

Court-appointed receivership sale: 2849, 2851, 2855 and 2857 Islington Avenue (collectively the "Property") is approximately 0.84 acres of land, approved and rezoned for a 6-storey, 110 unit, mid-rise apartment building and 74,971 SF of buildable GFA. The property, currently improved with four semi-detached and one detached home, is located in close proximity to an abundance of parkland, retail and other amenities. Strong potential for additional density given city's new draft mid-rise rear transition performance standards.

BROKERAGE REMARKS

Final Bid Date December 16th, 2024 by 5:00PM. Property Addresses: 2489,2851,2855 & 2857 Islington Ave. Price is not $1 - opportunity unpriced, speak w/ LA for more info & access to data room. Taxes to be conf'd. Attach Sch B w/ offer.

LISTING INFORMATION

LIST	$1	COMMISSION CO-OP	1.0%
ORIGINAL LIST	$1	BROKERAGE	
CONTRACT DATE	03/25/2024	CONTACT AFTER EXPIRED	No
EXPIRY DATE	03/30/2025	HOLDOVER	60
LAST UPDATE	03/31/2025	LEGAL DESCRIPTION	See Schedule C
TAXES	$39,755.37 (2023) Annual	STATUS	EXP
TAX YEAR	2023	POSSESSION	TBD
SELLER/LANDLORD NAME	TBD Restructuring Limited (formerly RSM Canada Limited), solely in its capacity as Court-Appointed Receiver	REMARKS	
		OCCUPANCY	Vacant

PropTx Innovations Inc. (PropTx) assumes no responsibility for the accuracy of any information shown.
Copyright 2026, used under license to PropTx 2026.

	of 2849-2857 Islington Avenue, Toronto.
USE	Residential
PRICE CODE	For Sale
CATEGORY	Designated
SELLER PROPERTY INFO STATEMENT	No
PERMISSION TO ADVERTISE	No

PROPERTY INFORMATION

LOT SIZE	260 x 0 Feet
LOT CODE	Lot
DIR/CROSS ST	Islington Ave & Finch Ave W
ZONING	RA (f30.0;a1375) (x121)
HEATING TYPE	Gas Forced Air Open
WATER	Municipal
SEWERS	San+Storm
HST APPLICABLE TO SALE PRICE	Call LBO
SPRINKLERS	N
FREESTANDING	Yes
LOT IRREGULARITIES	Irregular Shaped
AREA	Toronto
MUNICIPALITY	Toronto W05
COMMUNITY	Humber Summit
WASHROOMS	0
GARAGE TYPE	Outside/Surface
UTILITIES	A
AREA INFLUENCES	

SECURITY FEATURES

- No

PROPERTY HISTORY

DATE	EVENT	PRICE	MLS#	SOURCE
03/31/2025	Expired	--	W8171516	PropTx
08/29/2024	Deal Fell Through	--	W8171516	PropTx
07/17/2024	SC	--	W8171516	PropTx
03/25/2024	Listed for Sale	$1	W8171516	PropTx

LISTING CONTRACTED WITH

COLLIERS MACAULAY NICOLLS INC.
PHONE 416-777-2200 FAX 416-777-2277

STEVEN NICHOLAS KEYZER, Salesperson 416-643-3770

ALEX HOLIFF, Salesperson 647-620-5373

PropTx Innovations Inc. (PropTx) assumes no responsibility for the accuracy of any information shown.
Copyright 2026, used under license to PropTx 2026.

APPENDIX J

From:	Plos, Stephanie
To:	Plos, Stephanie
Cc:	Keyzer, Steve; Holiff, Alex
Bcc:	frank.wang511@gmail.com; perrylibfeld@starcastdevelopments.com; davidminor@starcastdevelopments.com; Mansour, Tarek; s.dobsi@forgestonecapital.com; YBELZBERG@ALTREEDEV.COM; justin@aykler.com; solmisghina@gmail.com; jurij@dundenehomes.ca; kchakrabarty@kingsettcapital.com; upandya@acme-homes.ca; Jp@jcon.ca; Dwayne.kinkead@gmail.com; admin@creditdump.ca; winstonmak.ngi@gmail.com; gefalpropertyholdings@bellnet.ca; jennifer@jenvrealesate.ca; awolff@initialcorp.com; porco.elizabeth@gmail.com; claudio@arrishomes.com; arjun.anand@infinitydevelopment.ca; Alkarim.shivji@sothebysrealty.ca; preston@lpigroup.ca; Dr_aujla@yahoo.com
Subject:	Bid Date Notification: 2849-2857 Islington Avenue, Toronto - September 26th, 2024
Date:	Tuesday, September 17, 2024 3:21:00 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image007.png image008.png Vendor"s Agreement of Purchase and Sale.docx

---

Good afternoon,

Please be advised that a bid date for 2849-2857 Islington Avenue, Toronto (together, the "Property") has been set for **Thursday, September 26th, 2024 by 3:00PM**

You are invited to submit an offer to purchase the Property on or before 3:00 PM on Thursday September 26th, using the Vendor's form of Agreement of Purchase and Sale (the "APS") attached. We ask that you please also include a blackline copy showing any changes with your submission.

If you have any questions, please reach out to the listing team; @Keyzer, Steve and @Holiff, Alex

Thank you,

Stephanie Plos
Senior Brokerage Project Specialist, Sales Representative
Stephanie.Plos@colliers.com
Direct: +1 416 607 4339
181 Bay Street, Suite 1400 | Toronto, ON M5J 2V1 | Canada
Main: +1 416 777 2200

collierscanada.com | View Privacy Policy

Colliers
Great Place To Work. Certified MAY 2024-MAY 2025 CANADA
GREATER TORONTO'S TOP 2024 EMPLOYERS

APPENDIX K

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	WEDNESDAY, THE 10TH
	)	
JUSTICE BLACK	)	DAY OF DECEMBER, 2024

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. and 5004591 ONTARIO INC.

Respondents

ORDER

(SALES PROCESS)

THIS MOTION, made by TDB Restructuring Limited, in its capacity as receiver and manager (in such capacity, the "**Receiver**") of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "**Kingston Property**") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**" and together with the Kingston Property, the "**Properties**") for an order for an approval and vesting order in respect of the Toronto Property was heard this day at the courthouse at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Receiver, the Third Report of the Receiver dated November 25, 2024 (the "**Third Report**"), the Supplement to the Third Report of the Receiver dated November 28, 2024 (the "**Supplement to the Third**

Report"), the Second Supplement to the Third Report of the Receiver dated December 3, 2024 (the "**Second Supplement to the Third Report**"), the Third Supplement to the Third Report of the Receiver dated December 7, 2024 (the "**Third Supplement to the Third Report**"), the Factum of the Receiver, the Supplementary Factum of the Receiver, the First Affidavit of Simion Kronenfeld, the Second Affidavit of Simion Kronenfeld, the Third Affidavit of Simion Kronenfeld, the Affidavit of Carly Vande Weghe, the First Affidavit of Jamie Erlick, the Second Affidavit of Jamie Erlick, the Third Affidavit of Jamie Erlick, the Affidavit of Vincent Zhang, the First Aide Memoire of AJGL Group Inc. and 1001079582 Ontario Inc., the Second Aide Memoire of AJGL Group Inc. and 1001079582 Ontario Inc., the Receiver's Responding Submissions to the Second Aide Memoire of AJGL Group Inc. and 1001079582 Ontario Inc., the Factum of Issam A. Saad and 2858087 Ontario Inc., the Aide Memoire of Arjun Anand (in trust for a company to be formed) and on hearing the submissions of counsel for the Receiver and the other parties listed on the counsel slip, no one appearing for any other party although properly served as appears from the Lawyer's Certificate of Service of Ryan Shah, dated November 25, 2024 and the Affidavit of Service of Beatrice Loschiavo, dated November 29, 2024:

A. Definitions

1. THIS COURT ORDERS that for the purposes of this Order, the following definitions apply:

(a) "**Anand**" means Arjun Anand (in trust for a company to be formed);

(b) "**Bid Deadline**" means December 16, 2024 at 5:00 PM E.S.T.; and

(c) "**Potential Bidders**" mean all persons who, as of December 10, 2024, have submitted to the Receiver offers to purchase the Toronto Property which term includes, for certainty, 1001079582 Ontario Inc. and Anand.

B. Approval and Vesting Order

2. THIS COURT HEREBY does not approve the sale transaction in respect of the Toronto Property as contemplated by an Agreement of Purchase and Sale as between the Receiver and Anand, dated September 26, 2024 (the "**Transaction**").

3. THIS COURT HEREBY does not approve the proposed sale transaction in respect of the Toronto Property as contemplated by an Agreement of Purchase and Sale submitted to the Receiver by 1001079582 Ontario Inc. on December 6, 2024.

4. THIS COURT HEREBY dismisses the Receiver's motion seeking an Approval and Vesting Order approving the Transaction.

C. Final Sales Process

5. THIS COURT ORDERS AND DIRECTS that, beginning forthwith and continuing until the Bid Deadline, the Receiver shall solicit and consider further offers to purchase the Toronto Property from Potential Bidders (such process being the "**Final Sales Process**").

6. THIS COURT ORDERS that, for certainty, the Final Sales Process shall conclude at the Bid Deadline and that the Receiver shall not consider offers for the purchase of the Toronto Property received after the Bid Deadline.

7. THIS COURT ORDERS that the Receiver shall forthwith advise the Potential Bidders that all such persons shall have a final opportunity to submit an offer for the purchase of the Toronto Property in the Final Sales Process.

8. THIS COURT ORDERS that, following the Bid Deadline:

(a) the Receiver shall review the offers it received in the Final Sales Process prior to the Bid Deadline and, in its discretion, determine which offer the Receiver intends to accept and recommend to the Court for approval (such successful bid being the "**Successful Bid**"); and

(b) the Receiver shall promptly thereafter file and serve a motion seeking an approval and vesting order in respect of the transaction contemplated by the Successful Bid.

D. Reimbursement of Anand

9. If Anand is not the offeror of the Successful Bid, AJGL Group Inc. shall reimburse Anand for its reasonable legal costs associated with the Transaction up to the date hereof.

10. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.

Justice W.D. Black

141

Court File No. CV-23-00701672-00CL

CAMERON STEPHENS MORTGAGE CAPITAL LTD.
Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. et al.
Respondents

Hearing Brief p. 154

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

ORDER
(SALES PROCESS)

Hearing Brief p. 154

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West, 35th Floor
Toronto, ON M5V 3H1
Fax: (416) 646-4301

Jeffrey Larry (LSO#44608D)
Tel: 416.646.4330
jeff.larry@paliareroland.com

Ryan Shah (LSO# 88250C)
Tel: 416.646.6356
ryan.shah@paliareroland.com

Lawyers for the Receiver, TDB Restructuring Limited

APPENDIX L

SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ ENDORSEMENT FORM

COURT FILE NO.: CV-23-00701672-00CL **DATE:** DECEMBER 10, 2024

NO. ON LIST: 1

TITLE OF PROCEEDING: **CAMERON STEPHENS MORTGAGE CAPITAL LTD. v. CONACHER KINGSTON HOLDINGS INC. et al**

BEFORE: **JUSTICE W.D. BLACK**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Jeffrey Larry Ryan Shah	Lawyers for the Receiver, TDB Restructuring Limited	jeff.larry@paliareroland.com ryan.shah@paliareroland.com
Arif Dhanani Bryan Tannenbaum	The Receivers	adhanani@tdbadvisory.ca btannenbaum@tdbadvisory.ca
Wendy Greenspoon-Soer	Lawyers for the Applicants, Cameron Stephens Mortgage Capital Ltd.	wgreenspoon@garfinkle.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Jonathan Kulathungam	Lawyers for the Toronto Purchaser	jkulathungam@teplitskyllp.com
Raffaele Sparano	Lawyers for Yury Boltyansky and 2462686 Ontario Inc.	rsparano@himprolaw.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Ryan Taylor Michael Byers	Lawyers for Issam A. Saad and 2858087 Ontario Inc.	rtaylor@cmblaw.ca mbyers@cmblaw.ca
Dale Denis	counsel for AJGL Group Inc. and 1001079582 Ontario Inc	dale@dilitigation.com
Samuel Mosonyi	Lawyers for Elena Terpselas, Estate Trustee of Nicholas Kyriacopoulos, deceased	smosonyi@robapp.com
Paul F. Rooney	Lawyers for AJGL Group Inc.	rooney@paulfrooneyprofcorp.com
Anisha Samat	Lawyers for 2083053 Ontario Inc.	asamat@blaney.com
Nicholas Avis	Lawyer for the Creditor, R. Barbaro	navis@stikeman.com

ENDORSEMENT OF JUSTICE W.D. BLACK:

[1] These parties were before me last week, on December 4, 2024. At that time, as my brief endorsement of that day reflects, there had been considerable activity in the hours leading up to the time appointed for the hearing, including new last-minute offers to purchase the "Toronto Property" that was the subject of the appointment.

[2] In the circumstances, I directed that the parties should have an opportunity to exchange their materials and submissions in a slightly less compressed fashion, and that we would reconvene today (December 10, 2024).

[3] Since the parties were before me last week, there has been one significant development. That is, 1001079582 Ontario Inc ("100")., a would-be purchaser of the Toronto Property delivered a further offer on Saturday December 6, 2024, (the "Third Offer") at a higher price than its two previous offers.

[4] On December 4, and until the arrival of this latest offer, the Receiver's position had been, even-handedly but firmly, to the effect that the prior offers from 100, although higher than the offer/price (the "subject offer" or the "subject price") in the transaction for which the Receiver was seeking approval (the "subject transaction"), was not "substantially higher" than that price so as to raise concerns about the providence of the proposed sale.

[5] In its supplementary factum for purposes of the December 4 hearing, the Receiver had reviewed certain caselaw in which late offers ranging from 8% to 30% higher than the offers subject to approval in those cases had not led to a conclusion that the subject price was unreasonable, or that the process undertaken to obtain the subject price was unreasonable or flawed.

[6] In the circumstances of last week, in reliance on those cases, the Receiver's position was that it had run a comprehensive marketing effort, that the (existing) purchaser (the "subject purchaser"), had "acted in good faith" and was a "*bona fide* third party purchaser" and that the "existence of marginally higher bids, submitted on the eve of the hearing, are not sufficient to displace the Receiver's recommendation set out in its Third Report."

[7] That recommendation, stressing the "overriding concern with integrity, fairness and predictability of the court-ordered sales process," was that the court should approve the conforming, successful (subject) bid. The Receiver reminded the court of the words of Cumming J. in *1730960 Ontario Ltd. (Re)*, in which His Honour said "[i]t is unfair and objectionable for a party to wait until another bid is made and has been accepted by the Receiver and then to make a bid that is marginally higher and ask the Court to not approve the agreement of purchase and sale resulting from the accepted bid."

[8] The Third Offer, however, is 37% higher than the subject price.

[9] While the Receiver, quite appropriately, stands by its submissions about the integrity of the process, and the worrisome precedent associated with giving effect to an offer received very late in the process (and in the face of the subject offer that the Receiver has accepted and recommended), the Receiver also clearly recognizes that at a certain level, a late-breaking offer can and perhaps must be considered simply by dint of its value.

[10] It is apparent that the Receiver allows that the Third Offer may be in that category. Before me today Receiver's counsel submitted that, albeit the Receiver's first position remains that the proposed subject

transaction should be approved, it now says that, as a second possibility, if the court is persuaded that 37% is a sufficiently higher price to qualify as "substantially higher" such that that the subject price risks improvidence, then the Receiver suggests a further "auction" process whereby the bidders are asked to submit their best offers by a specified date in the near term.

[11] In determining what to do in these circumstances, I first observe that I regard the circumstances as unique, likely singular, and unlikely to be replicated in future (or certainly not often).

[12] In that regard, I heard submissions from counsel for the purchaser whose offer is the subject of the approval motion, pointing to the specter of the unpredictable free-for-all that will ensue if I fail to approve the subject transaction and countenance 11th hour offers like the Third Offer.

[13] I do not regard that as a high risk, let alone an inevitable consequence. Again I find that the circumstances before me are unique and unlikely to be regularly repeated.

[14] I should note that, on the other side of the fence, I also reject certain submissions on behalf of 100's bid, offered to suggest that in fact the equities here favour my approval of – or at least a re-opening of the process to recognize and make room for consideration of – the Third Offer.

[15] Those submissions include the assertion that 100 stands in the shoes of a beneficial owner of the Toronto Property, and that its offer is akin to a redemption.

[16] The ownership argument is based on the fact that AJGL Group Inc. ("AJGL") is the beneficial owner of the shares of 5004591 Ontario Inc. and beneficial owner of 2849, 2851, 2853, 2855, and 2857 Islington Avenue in Toronto, being the Toronto Property.

[17] It is clear that AJGL assembled the five properties making up the Toronto Property and developed them over a number of years, ultimately obtaining planning approval for a 110-unit mid-rise condo building which Colliers (engaged by the Receiver) marketed for sale in the receivership.

[18] It is as a result of that ownership and that "sweat equity" that AJGL, via 100 (hereafter AJGL and 100 will be referred to from time to time collectively as "AJGL"), seeks "to acquire ownership back from the Receiver by submitting the highest bid." AJGL submits that, as such, its position is "analogous to that of a mortgagor seeking to redeem a mortgage."

[19] AJGL argues that this ownership interest puts it in a unique position, different than the competing bidder in all of the cases on which the Receiver relies in its argument. It says that whereas the cases in the Receiver's factum involve "disinterested third-parties as bidders" AGJL is instead a "beneficial owner of the [Toronto] Property seeking to have its equitable right to redeem the [Toronto] Property recognized and protected by the Court."

[20] I do not accept that AJGL is akin to a beneficial owner seeking to redeem.

[21] A redemption of the mortgage financing here would require payment of roughly four times the amount of the Third Offer. So, while the Third Offer is potentially propitious, and while the past ownership stake may mean that acquiring the Toronto Property has unique value for AJGL, the Third Offer is not fairly characterized as being in the nature of a redemption.

[22] I am prepared to give modest credence to AJGL's related argument that, inasmuch as the subject purchaser would be aware of the former owner's interest, and aware that the former owner may seek to reclaim ownership, the subject purchaser's argument that a late-breaking offer from the former owner is not within the reasonable expectation of the subject purchaser may be somewhat attenuated.

[23] In addition, recognizing that it could be criticized for "lying in the weeds," AJGL offers an explanation for not submitting a bid before the bid deadline. It says that it believed that the Kingston Property (also a part of the receivership, and for which a sale that was approved earlier this fall did not close) would be sold first, and that there would be sufficient proceeds from that sale that the Toronto Property would not ultimately be sold. AJGL says that this was its business judgment, which proved to be incorrect, but that its decision was taken in good faith, and not with a view to "waiting in the wings."

[24] While I do not dismiss this explanation out of hand, for the most part, like AJGL's past ownership interest and its claim to an entitlement to an equitable claim, I view the purported excuse for the late offer as largely irrelevant.

[25] I also reject AJGL's assertions that Colliers, in particular, on which the Receiver relied for advice and guidance with respect to the sale process, failed to provide proper advice, and failed in particular to ensure that the Toronto Property was exposed to the residential market in addition to that for developers, such that the sale and marketing effort was flawed.

[26] I understand the impetus for AJGL making these arguments, but, as with the over-reaching claims about AJGL's purported rights to equitable redemption, I find these arguments insubstantial and unpersuasive, and again for the most part frankly irrelevant.

[27] What is relevant, and the consideration that concerns and compels me, is the sheer size of the Third Offer.

[28] Not surprisingly, in light of the 37% larger amount of the Third Offer, it has attracted the support of various parties with a potential stake in the proceeds. Ms. Greenspoon-Soer for the applicant Cameron Stephens Mortgage Capital Ltd., Mr. Taylor for 2858087 Ontario Inc. and Issam A. Saad, creditors of relevant entities, and Mr. Mosonyi on behalf of the estate trustee of the late Nicholas Kyriacopoulos each indicate, albeit for slightly different reasons, that their respective clients favour recognition of the Third Offer, and a process to include AJGL/100 with a view to maximizing the return for the Toronto Property, rather than approval of the subject transaction.

[29] As noted, despite its appropriately stated concerns about the integrity of the process, the 37% delta between the Third Offer and the subject price caused the Receiver to suggest, as an alternative to approval of the subject offer, a further process to ensure that the value of the Third Offer is captured and maximized.

[30] In the unique circumstances as described, I find that this is the preferable approach.

[31] I do so without suggesting that the subject purchaser acted in anything other than good faith.

[32] I do so, also, with an appreciation of the need to preserve the integrity and predictability of the marketing and sale process within receiverships, and the reasonable expectation in the vast majority of cases that the process will yield a value-maximizing result that should not be subverted by late-breaking offers.

[33] As noted, I do not find that there are any flaws with the sale and marketing process undertaken here; to the contrary I find that the conduct of the Receiver, and those involved in the process, including Collier, was unassailable.

[34] Nonetheless I find that the magnitude by which the Third Offer exceeds the subject price does in fact qualify as "substantially higher," and that it is not appropriate or in the interests of a majority of stakeholders to leave that much money "on the table."

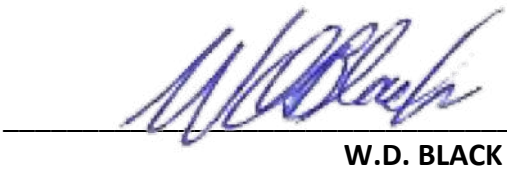
[35] As such, and subject to input from the Receiver about any fine-tuning required, I am ordering the process (the "Proposed Auction Process"), set out in paragraph 79(b) of AJGL's Aide Memoire, save and except that the deadline for further bids should be 5:00 p.m. on December 16 (rather than December 18 as suggested in that paragraph). To be clear, as will be evident, the subject purchaser is able to participate in this further process, and so is not precluded from making a further bid to purchase the Toronto Property.

[36] In the course of its submissions, acknowledging the regrettable lateness of its bids (including the Third Offer) AJGL offered that, if the subject purchaser does not remain the successful bidder following the Proposed Auction Process, AJGL will reimburse the subject purchaser for its reasonable legal costs associated with the process to date. I find that to be a fair proposal, and direct AJGL to do so if we end up in that scenario.

[37] AJGL requested the right, which I allowed, to file further written submissions after the time allotted for the hearing had elapsed. The further submissions, which I have reviewed, ask that the vesting order that will be required for the sale of the Toronto Property include a particular provision.

[38] At the time that I granted AJGL the right to file the supplementary written submission, I also confirmed that the Receiver would have an opportunity to respond, also in writing. At the time of preparing this endorsement I have not yet received the Receiver's position.

[39] Inasmuch as the issue with respect to the insertion or not of that clause at issue relates to an approval of a transaction not yet in place, and inasmuch as there is some urgency to deal with the process for selling the Toronto Property, I will defer my consideration and determination of the issue regarding the proposed insertion of the clause until such time as I hear from the Receiver as to its position.



W.D. BLACK J.

RELEASED: DECEMBER 10, 2024

APPENDIX M

Paul F. Rooney
Professional Corporation
Barrister & Solicitor

121 King Street West, Suite 510
Toronto, Ontario
M5H 3T9

Telephone: (647) 981-7838
Email: rooney@paulfrooneyprofcorp.com

BY EMAIL
December 16, 2024

Our File No. 19507

TDB Restructuring Limited,
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Arif Dhanani adhanani@tdbadvisory.ca

AND TO
Garfinkle Biderman LLP
801-1 Adelaide Street East
Toronto, ON M5C 2V9
Attention: Avrom W. Brown abrown@garfinkle.com

AND TO

Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1
Attention: Steve Keyzer steve.keyzer@colliers.com

Re: Re: Receivership of properties located at 2857 Islington Avenue, Toronto (the "Islington Properties") and 311 Conacher Drive, Kingston (the "Kingston Property" and with the Toronto Property, the "Properties")

This letter is further to my letters to you of December 3, 6 and 13 on this topic.

Pursuant to the Endorsement of Justice Black, dated December 10, 2024, and in particular Paragraph 35 thereof, my client is hereby submitting to the Receiver a further revised offer to purchase the Islington Properties, which replaces the previous offers and Agreements. The only revision is as to the price to be paid, which has been increased to $3,801,000, and the deposit has correspondingly been increased to the amount of $380,100 as required in your standard form of agreement. The additional $80,100 of deposit will be provided within 24 hours of acceptance of the Agreement by the Receiver, as described in your standard agreement terms. Mr. Brown already has my client's bank draft for $300,000 payable to his firm in trust. There is no due diligence condition, nor other conditions, save for being conditional on the obtaining of the Approval and Vesting Order in favour of this purchaser. This revised offer (signed and

initialed by the purchaser) is open for acceptance by the Receiver until such date as the Court determines whether or not it should be accepted (and if accepted, then until the date the Receiver obtains court approval for the Agreement). It is not necessary that the purchaser have access to the Confidential Data Room for purposes of this offer and Agreement, and so there is also no need for a Confidentiality Agreement regarding the data in the Confidential Data Room. However if for some reason the Receiver shows a need for the Confidentiality Agreement, the purchaser is willing to provide a confidentiality agreement that is appropriate to this context.

The enclosures in my prior letters, and the Confirmation I previously provided regarding having $3,300,000 of funds in my trust account for this transaction, continue to apply in relation to the revised offer and Agreement.

The existence of this revised offer and Agreement should be considered by the Receiver, and also made known to the Court confidentially in relation to carrying out and completing the Proposed Auction Process as described in Paragraph 35 of the Endorsement. 1001079582 Ontario Inc. requests that the Receiver recommend its revised Agreement to the Court for acceptance and approval. If the Receiver wishes additional information in respect of this revised Agreement, please let me know. If this revised offer and Agreement is not going to be recommended to the Court by you, I request that you advise me as soon as possible.

Yours very truly,

Paul F. Rooney
Professional Corporation

per

Paul F. Rooney
PFR:md

E:\Office\Client Matters\Islington\Letter to Receiver with Agreement (4th revised agmt) .doc

APPENDIX N

Court of Appeal File No.
Court File No. CV-23-00701672-00CL

NOTICE OF APPEAL TO THE COURT OF APPEAL

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

and

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC

Respondent

NOTICE OF APPEAL

THE APPELLANT Arjun Anand in trust for a company to be incorporated (the "**Appellant**") APPEALS to the Court of Appeal from the order and decision of the Honourable Justice Black ("**Motions Judge**") dated December 10, 2024 (the "**Order**"), made at Toronto, Ontario, pursuant to the *Bankruptcy and Insolvency Act* ("**BIA**").

THE APPELLANT ASKS that that the Order and Decision be set aside and a judgment be granted as follows:

i. An Order setting aside the Order whereby the Motions Judge refused to approve a firm Agreement of Purchase and sale dated September 26, 2024 ("**APS**") in respect of the real property municipally known as 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**").

ii. An Order granting an approval and vesting order ("**AVO**") with respect to the APS between the Receiver and the Appellant, with any necessary extensions of time (the "**Toronto Sales Transaction**");

iii. An Order directing the Receiver to proceed with the Toronto Sales Transaction and vesting title to the Toronto Property to the Appellant on the closing of the Toronto Sales Transaction;

iv. If necessary, an Order declaring that the Appellant has the right to appeal to this Court under section 193 (c) of the BIA, and that there is a stay of proceedings under section 195 of the BIA;

v. In the alternative, an order granting the Appellant leave to appeal pursuant to section 193(e) of the BIA and an order granting a stay of the Order pending appeal;

vi. If necessary, an Order for the abridgment of time to serve and file materials for the Notice of Appeal and dispensing with further service thereof;

vii. An Order expediting the appeal;

viii. An Order granting the Appellants their costs of this appeal and of the motion before the Motions Judge on a substantial indemnity scale;

ix. Such further and other relief as the Appellant may request and this Honorable Court may deem just.

THE GROUNDS OF APPEAL are as follows:

BACKGROUND

1. On December 6, 2023, the RSM Canada Limited was appointed Receiver without security of properties municipally known as 2849, 2851, 2853 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**") pursuant to an order of the Commercial Court ("**Appointment Order**"). On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the "**Receiver**").

2. The Appointment Order was sought by the secured lender being Cameron Stephen Mortgage Capital Inc. (the "**Lender**") pursuant to a mortgage in the amount of $15,600,000.00 registered on the Toronto Property. The Lender is the only creditor with a registered charge on title to the Toronto Property.

TERMINATED SALE OF THE TORONTO PROPERTY

3. On or about June 12, 2024, the Receiver entered into an Agreement of Purchase and Sale for the Toronto Property (the "**Terminated APS**") with a third party purchaser ("**Third Party Purchaser**").

4. On July 24, 2024, the Receiver sought and obtained an order from the court approving the transaction.

5. The Third Party Purchaser sought multiple extensions. After multiple attempts to secure a commitment from the Third Party to close the transaction, the Receiver

ultimately notified the Third Party on August 27, 2024, that it was terminating the APS due to its failure to close the transaction.

REMARKETING AND SALES PROCESS

6. The Receiver remarketed the Toronto Property which included extensive marking efforts, as set out in the Third Report prepared by the Receiver dated November 25, 2024 (the **Third Report of the Receiver**"). The Receiver and the listing agent being Colliers Macaulay Nicolls Inc. ("**Colliers**") set out a detailed sales procedure which included:

(i) Setting a bid deadline of September 26, 2024 at 3:00 p.m. ("**Bid Deadline**") to receive all bids;

(ii) Sending out email "*blast to approximately 3,000 prospective purchasers"*;

(iii) Relisting the Toronto Property on the multiple listing service;

(iv) Contacting all previous bidders and those who had signed confidential agreements, to advise them that the Toronto Property was being remarketed;

(v) Maintaining an electronic data room to provide access to confidential information pertaining to the Toronto Property to parties who had executed a confidentiality agreement.

(Hereinafter referred to as the "**Sales Process**")

7. After its extensive marketing efforts, the Receiver and Colliers received two offers and one letter of intent. A subsequent offer was received after the Bid Deadline on September 28, 2024, which was also considered by the Receiver and Colliers. The Receiver determined that the offer from the Appellant was the highest and best offer.

8. On October 7, 2024, the Receiver executed the APS with the Appellant subject to court approval. The APS was conditional, but the Appellant waived all conditions. Accordingly, the only outstanding matter required to close the transaction was Court approval and issuance of an approval and vesting order vesting the purchased assets in the Appellant.

9. The Appellant complied with the Sales Process and the Bid Deadline. In good faith, the Appellant completed its due diligence and waived all conditions.

10. The motion for the approval and vesting order for the APS was scheduled and was heard by Justice Black on December 10, 2024 ("**Motion**").

LATE BIDDER AND AVO MOTION

11. On December 6, 2024, 4 days prior to the Motion, 1001079582 Ontario Inc. ("**Late Bidder**") submitted an offer **("Late Offer")** to purchase the Toronto Property. This was over nine weeks after the Bid Deadline. This was after the Receiver had completed the Sales Process and had entered into the APS, and after the Appellant had waived all conditions.

12. On December 6, 2024, the Late Bidder in essence, went "fishing". They initially provided a bid which the Receiver said was not "substantially high". Unfortunately, despite seeking a sealing order, the purchase price to be paid by the Appellants was indirectly disclosed to the Late Bidder (by the Receiver) ("**Confidential Information**"). This resulted in the Late Bidder making two additional bids each for slightly higher increments with the hope that the Receiver (and the court) would eventually "bite" and would consider the Late Bidder's offer.

13. This use of the Confidential Information and the abuse of same brings into question the entire process.

14. Despite the Late Bidder not having any standing, the learned Motions Judge permitted the Late Bidder to make submissions and despite rejecting all the arguments of the Late Bidder, accepted the submissions of the Late Bidder to:

    (i) Re-open the completed Sales Process; and

    (ii) Convert the Sale Process to an auction.

15. The Motions Judge correctly made the following findings:

    (i) Rejected the arguments of the Late Bidder that it had an indirect ownership interest, was a beneficial owner and therefore had a right to redeem;

(ii) That the integrity of the process must be maintained, and correctly quoted prior well-established jurisprudence as it relates to the integrity of the process;

(iii) Rejected the Late Bidder's assertions that Colliers failed to provide proper advice and failed to ensure that the Toronto Property was exposed to the residential market;

(iv) Rejected the Late Bidder's assertions that the Receiver and/or Colliers failed to properly market and sell the Toronto Property;

(v) His Honour explicitly found that:

> "*As noted**, I do not find that there are any flaws with the sale undertaken here**; to the contrary I find that the conduct of the Receiver, and those involved in the process, including Collier, was **unassailable**"* (paragraph 33) [emphasis added].

(vi) His Honour found that the Appellant acted in "good faith" (paragraph 31)

(collectively, hereinafter referred to as "**Findings of Fact**").

16. Despite making his Findings of Fact, His Honour went on to state:

> "*Nonetheless, I find that the magnitude by which the Third Offer exceeds the subject price does in fact qualify as "substantially higher" and that it is not appropriate or in the interest of the majority of the stakeholders to leave that much money "on the table""*

17. His Honour did not approve the firm APS which had come to fruition from a robust and "*unassailable*" Sale Process. Rather, the learned Motions Judge re-opened the Sale Process, and implemented an auction process and accepted the Late Bidder suggestion that if, ultimately, the Appellant does not obtain the lands, then the Appellant would be entitled to "*reasonable legal costs associated with the process to date."*

18. His Honour, in setting aside the already completed Sale Process and re-opening the Sale Process, did so in contrary to well-established case law and, in particular, the principles as set out in *Royal Bank v. SoundAir Corp*.[1]

19. There were no "*exceptional circumstances*" which would warrant rejection of the Receiver's recommendations or the principles in *Royal Bank v. SoundAir Corp*. Yet, the LMJ found "*unique circumstances*" when there were none. As the jurisprudence clearly established, it is not uncommon for the late bidders or owners attempting to redeem at the 11th hour. The courts have consistently maintained that the integrity of the process must be upheld and reject the requests of the late bidders.

20. His Honour categorized the facts as being unique in circumstances where they were not and attempted to circumvent the well-established jurisprudence based on such a finding.

[1] *Royal Bank of Canada v. Soundair Corp*., 1991 CanLII 2727 (ON CA) ["***SoundAir***"].

21. Permitting the Late Bidder to vary and set aside the already completed Sale Process, in essence, has created a situation where the Late Bidder has stepped into the shoes of the Receiver and is now dictating the process.

22. The Learned Motions Judge erred in law because he misapplied the test as set out in *SoundAir* as it relates to subsequent late bids. As set out in *SoundAir*, a substantially higher late bid can be considered by the Court but only if it meets the following conjunctive test:

> *"...prices in other offers have relevance only if they show that the price contained in the offer accepted by the receiver was so unreasonably low as to demonstrate that the receiver was improvident in accepting it."* [emphasis added]

23. In other words, there needs to be evidence **and a finding** that:

(i) The price contained in the offer accepted by the Receiver was "unreasonably low"; **and**

(ii) The Receiver **was improvident** in accepting the earlier offer.

24. The Motions Judge found that the Third Offer was "*substantially higher*" and he also found that the Receiver's conduct was "***unassailable***."

25. Having made the explicit finding of "*unassailable*" conduct on the part of the Receiver, it follows that the Receiver could not have acted improvidently in accepting the APS and the Court could not set aside the already completed Sale Process.

26. In effect, the Motions Judge permitted the Late Bidder to take advantage of Confidential Information (its knowledge of the sealed purchase price offered by the Appellant). The evidence before the Motions Judge was that:

(i) Three offers were received on or about the Bid Deadline. The APS was the highest offer. A reasonable inference can be drawn that the true value of the Subject Property was in line with the three offers and the accepted highest offer being that of the Toronto Purchaser.

(ii) The Late Bidder using Confidential Information made three bids between December 6th and December 10th, each bid being higher than the previous bid by a few hundred thousand dollars. The Late Bidder kept "*letting out line*" until the Receiver "*bit*".

27. The Late Bidder improperly used and took advantage of the Confidential Information which constitutes a serious breach of the integrity of the Sales Process.

28. The Court should not condone such wrongful conduct. It brings into question the integrity of the entire process. Permitting the Late Bidder to take advantage and use such Confidential Information leads to a "*mockery of the system*" and will have a chilling effect on future receiverships and more particularly parties' willingness to participate in a sales process.

THE BASIS OF THE APPELLATE COURT'S JURISDICTION:

29. The Appellants have an automatic right of appeal to the Ontario Court of Appeal pursuant to subsections 193(c) of the BIA, and there is an automatic stay pending appeal pursuant to section 195 of the BIA.

30. In addition, and/or in the alternative, the Appellant seeks leave to appeal pursuant to subsection 193(e) of the BIA. The appeal raises an issue of general importance to bankruptcy/insolvency practice and the administration of justice.

31. Despite holding that the Receiver's conduct was unassailable (which means he did not act improvidently), the learned motions judge set aside the APS and ordered the Proposed Auction Process. By doing so, he rejected the well-established *Soundair* principles. It is an error of law to ignore the Sale Process, misapply the *Soundair Principles,* and set aside the APS simply due to a later and higher bid. As prior Courts have said, "*to do so would literally create chaos in the commercial world and receivers and purchasers would never be sure they had a binding agreement*."

32. The appeal is *prima facie* meritorious as the Order is contrary to the established law and amounts to an abuse of judicial power. Moreover, there is no evidence that the appeal would not unduly hinder the progress of the bankruptcy / insolvency proceedings or cause any prejudice to any of the majority stakeholders.

33. To permit the decision to stand would create significant uncertainty in the commercial bar and in particular, as it relates to the conduct of the Receiver. Potential purchasers would be hesitant to negotiate and enter into an agreement of purchase and sale with a court appointed Receiver only to have the potential purchaser's genuine good faith efforts be ignored by a late bidder who took advantage of confidential information and circumvented the Sales Process.

34. The integrity of the court ordered Receiver and Sales Process must be protected. The court has previously consistently favoured an approach that preserves the integrity of the process.

35. Inconsistent interpretation and application of the relevant test will lead to lack of certainty. A dangerous precedent will be set if this decision is permitted to remain. Courts have consistently maintained that the integrity of the Sales Process must be maintained, and the Court will only consider a late bid if the steps taken by the Receiver were improvident. This has now been expanded to permit a late bidder to set aside an "unassailable" sales process merely by improperly making use of Confidential Information and thereby gaining a competitive advantage and making an 11th hour bid. The integrity of the entire court ordered receivership and Sales Process will be brought into disrepute and question.

36. The Appellants are committed to moving this appeal forward expeditiously. By contrast, there is self-evident extreme prejudice to the Appellant if the Proposed Auction Process goes ahead before the Appellant's appeal rights are concluded.

37. There is an automatic stay pending appeal pursuant to section 195 of the BIA. However, if the Court determines that there is no automatic stay pending appeal despite the granting of leave, the Appellant/Moving Party requests that the Court grants a stay pending appeal pursuant to Rule 63.02(1)(b) of the *Rules of Civil Procedure*, as the appeal will be rendered moot if a stay is not granted.

38. Section 183(2) of the *Bankruptcy and Insolvency Act*.

39. Section 31 and 32 of the *Bankruptcy and Insolvency General Rules*

40. Such other grounds as counsel may submit and this Honorable Court may accept.

December 16, 2024

TEPLITSKY LLP
Barristers
70 Bond Street
Suite 200
Toronto ON M5B 1X3

Jonathan Kulathungam (42049N)
jkulathungam@teplitskyllp.com

Tel : (416) 365-9320
Fax: (416) 365-0695

Lawyers for the Appellant, Toronto Purchaser, Arjun Anand in Trust for a Company to be Incorporated

TO: SERVICE LIST

CAMERON STEPHENS MORTGAGE CAPITAL LTD. Applicant	-and-	CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC Respondent

Court of Appeal File No.

Court File No. CV-23-00701672-00CL

COURT OF APPEAL FOR ONTARIO

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPEAL

TEPLITSKY LLP
Barristers
70 Bond Street
Suite 200
Toronto ON M5B 1X3

Jonathan Kulathungam (42049N)
jkulathungam@teplitskyllp.com
Nipuni Panamaldeniya (77106A)
npanama@teplitskyllp.com
Tel: (416) 365-9320
Lawyers for the Appellant, Arjun Anand
in Trust for a Company to be Incorporated

Parties served:
Service list

APPENDIX O

COURT OF APPEAL FOR ONTARIO

CITATION: Cameron Stephens Mortgage Capital Ltd. v. Conacher Kingston Holdings Inc., 2025 ONCA 732
DATE: 20251027
DOCKET: COA-24-CV-1328

Miller, Paciocco and Coroza JJ.A.

BETWEEN

Cameron Stephens Mortgage Capital Ltd.

Applicant (Respondent)

and

Conacher Kingston Holdings Inc. and 5004591 Ontario Inc.

Respondents (Respondents)

Jonathan Kulathungam, for the appellant Arjun Anand, in Trust for a Company to Be Incorporated

Wendy H. Greenspoon-Soer, for the respondent Cameron Stephens Mortgage Capital Ltd.[1]

Raffaele Sparano, for the respondents Yury Boltyansky and 2462686 Ontario Inc.[2]

Dale Denis and Paul Rooney, for the respondents AJGL Group Inc. and 1001079582 Ontario Inc.

Jeffrey Larry and Ryan Shah, for the receiver TDB Restructuring Ltd.

Michael L. Byers and Katarina Wasielewski, for the respondents Issam A. Saad and 2858087 Ontario Inc.

---

[1] Wendy H. Greenspoon-Soer appeared but made no written or oral submissions on behalf of the respondent.
[2] Raffaele Sparano appeared but made no written or oral submissions on behalf of the respondents.

Jordan D. Wajs, for the interested party Ron Barbaro[3]

Heard: May 26, 2025

On appeal from the order of Justice William Black of the Superior Court of Justice, dated December 10, 2024.

Coroza J.A.:

I. OVERVIEW

[1] The appellant, Arjun Anand, entered into an Agreement of Purchase and Sale ("APS") with a court-appointed receiver ("Receiver") to purchase a debtor's real estate. Consequently, the Receiver brought a motion before the Superior Court of Justice seeking an approval and vesting order. However, due to late-breaking offers, including one that was 37% higher than the appellant's offer, the motion judge declined to approve the sale. Instead, the motion judge ordered a six-day extension of the bidding process to ensure that the creditors received the highest value for the property.

[2] The appellant submits that the motion judge erred in re-opening the process, and in doing so, improperly applied the principles articulated by this court in *Royal Bank of Canada v. Soundair Corp.* (1991), 4 O.R. (3d) 1 (C.A.). The appellant asks this court to set aside the motion judge's order and direct the Receiver to proceed with the sale of the property to him.

---

[3] Jordan D. Wajs appeared but made no written or oral submissions on behalf of the interested party.

[3] As I will explain, I do not accept the appellant's submission that the motion judge erred. Accordingly, I would dismiss the appeal.

II. FACTUAL BACKGROUND

[4] To provide context for the appeal, some brief background is necessary.

[5] On December 6, 2023, TDB Restructuring Limited was appointed as the Receiver over a series of the debtor's properties on Islington Avenue (the "Toronto Property"). The appointment of the Receiver was sought by a secured lender, Cameron Stephen Mortgage Capital Inc., pursuant to a mortgage in the amount of $15,600,000 registered on the Toronto Property. AJGL Group Inc. ("AJGL") is the owner of the Toronto Property.

[6] The Receiver conducted a sales process over the course of eight months. Initially, the Receiver invited eight commercial real estate brokers to submit proposals for the marketing and sale of the Toronto Property. An MLS listing agreement was subsequently entered into between the Receiver and Colliers Macaulay Nicolls Inc. ("Colliers").

[7] Colliers listed the property on March 25, 2024. It conducted an extensive marketing campaign by sending the listing to approximately 3,000 parties. Offers were received, but Colliers could not close on the sale of the property. As a result, the Toronto Property was re-marketed by Colliers beginning on August 29, 2024.

[8] On October 7, 2024, the Receiver entered an APS with the appellant, subject to the approval of the court (the "Subject Transaction"). The appellant completed his due diligence and waived all conditions. Court approval was the only remaining contingency.

[9] The Receiver filed a motion before the Superior Court of Justice seeking approval of the sale of the Toronto Property to the appellant. The approval motion was scheduled for December 4, 2024.

[10] On December 3, 2024, a third party, 1001079582 Ontario Inc. ("100 Inc."), made two offers on the Toronto Property. 100 Inc. is a wholly owned subsidiary of AJGL. These two offers were 6.7% and 14.2% higher than the price of the Subject Transaction.

[11] Following these offers, the Receiver filed a factum with the court outlining its position. The Receiver was of the view that the court had discretion to consider the late offers, but that these offers were not "substantially higher", such that they would not cast doubt on the providence of the sales process. The Receiver did not disclose the price of the Subject Transaction or the late offers. Rather, the Receiver provided the percentage differences between the two.

[12] On December 4, 2024, the parties appeared before the motion judge. The motion judge adjourned the matter to December 10, because of the "flurry of activity" leading up to the hearing. He acknowledged the two late-breaking offers

from 100 Inc. and sought to give all parties more time to respond. The motion judge directed that any parties who wished to submit additional offers could do so by December 9, 2024.

[13] On December 6, 2024, 100 Inc. submitted a third, higher offer. The third offer was 37% higher than the appellant's offer.

[14] On December 10, 2024, the parties appeared again before the motion judge. At this hearing, the Receiver put forward an alternative position. The Receiver continued to seek approval of the Subject Transaction but recognized that given the magnitude of the third offer, the court could order a further auction process whereby the bidders are asked to submit their best offers by a specified date.

[15] The motion judge declined to approve the sale, finding that the preferable approach was to re-open the auction process. He recognized the need to preserve the integrity and predictability of the sales process within receiverships but found that the unique circumstances of the case warranted re-opening the auction process.

[16] The motion judge recognized that there were no flaws in the sales process, and that the Receiver's conduct throughout the process was unassailable. However, the motion judge held that the magnitude of the third offer qualified as "substantially higher", such that the price of the Subject Transaction risked

improvidence. Further, he found that it would not be in the interests of the stakeholders to forego the value differential between the two offers.

[17] To maintain fairness to the appellant, the motion judge ordered that if the appellant did not remain the successful bidder following the auction process, AJGL would reimburse his reasonable legal costs associated with the process to date.

[18] The motion judge's order provided that all bidders who previously submitted an offer, including the appellant and 100 Inc., would be able to re-bid on the Toronto Property.

[19] Consequently, the motion judge ordered that the auction process would run from December 10, 2024, to 5:00 p.m. on December 16, 2024. The appellant appealed, and the auction process was automatically stayed as the appellant filed the appeal as an appeal as of right.

III. ISSUES

Preliminary Issue

[20] In his notice of appeal and amended notice of appeal, the appellant took the position that he had an automatic right of appeal to this court under s. 193(c) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "*BIA*"). In the alternative, if necessary, the appellant sought leave to appeal under s. 193(e) of the *BIA*.

[21] During oral argument, this court asked the appellant to address whether his appeal was before the court as of right under s. 193(c), or whether he needed

leave to appeal under s. 193(e). The respondents and Receiver took no position on this issue.

[22] Section 193(c) of the *BIA* states:

> 193 Unless otherwise expressly provided, an appeal lies to the Court of Appeal from any order or decision of a judge of the court in the following cases:
>
> …
>
> (c) if the property involved in the appeal exceeds in value ten thousand dollars.

[23] This provision has been narrowly interpreted by this court: *2403177 Ontario Inc. v. Bending Lake Iron Group Limited*, 2016 ONCA 225, 369 D.L.R. (4th) 635, at paras. 46-53. Section 193(c) does not apply to orders that: (1) are procedural in nature; (2) do not bring into play the value of the debtor's property; or (3) do not result in a loss. As Pepall J.A. recently clarified, falling into any of the three categories identified in *Bending Lake* is fatal to an as of right appeal under s. 193(c): *North House Foods Ltd. (Re)*, 2025 ONCA 563, 20 C.B.R. (7th) 1, at para. 48.

[24] The motion judge's decision to re-open the auction process is about the method of the sale of the Toronto Property. The core effect of the order is to dismiss the Receiver's motion seeking approval of the Subject Transaction, and to set the terms for the auction process. Arguably, this is a procedural step in the Receiver's sale of the Toronto Property. Even the grounds of appeal are also

process-related. The appellant seeks to set aside the order based on his concerns about the timing of the late offers and their impact on the receivership process. The claim to leave therefore fails on *Bending Lake* exception (2). In addition, the operative effect of the motion judge's order does not directly result in a loss. It solely concerns a matter of procedure and is an order as to the manner of sale alone: *Hillmount Capital Inc. v. Pizale*, 2021 ONCA 364, 462 D.L.R. (4th) 228, at para. 40. For these reasons, the appellant does not have an automatic right of appeal under s. 193(c). Leave must be granted pursuant to s. 193(e) of the *BIA*.

[25] In deciding whether to grant leave under s. 193(e), the court must consider whether the proposed appeal:

(a) raises an issue that is of general importance to the practice in bankruptcy/insolvency matters or to the administration of justice as a whole, and is one that this court should therefore consider and address;

(b) is *prima facie* meritorious; and

(c) would unduly hinder the progress of the bankruptcy/insolvency proceedings: *Business Development Bank of Canada v. Pine Tree Resorts Inc.*, 2013 ONCA 282, 115 O.R. (3d) 617, at para. 29.

[26] Granting leave under s. 193(e) "must be exercised in a flexible and contextual way": *Pine Tree*, at para. 29. I am satisfied that leave should be granted.

[27] The appellant submits that the appeal raises an issue of general importance because it seeks to clarify whether the magnitude of a late offer, alone, can warrant re-opening the auction process. I agree that this issue may be of significance

beyond the parties and to receivership proceedings where late-breaking offers are made. Furthermore, I am satisfied that the appeal is arguable. No party suggests that hearing the appeal will unduly hinder the progress of the bankruptcy proceedings.

[28] The appellant raises three issues on appeal:

- First, the appellant submits that the motion judge misapplied the principles articulated by this court in *Soundair* in deciding to re-open and extend the bidding process.
- Second, the appellant contends that the Receiver improperly disclosed the appellant's confidential bid price causing prejudice to him.
- Third, the appellant submits that the motion judge erred in granting standing to the respondent 100 Inc.

IV. ANALYSIS

[29] The standard of review on this appeal is not controversial. The motion judge's order relating to the approval of a sale is discretionary. This court will only interfere if the motion judge erred in law, seriously misapprehended the evidence, exercised his discretion based upon irrelevant or erroneous considerations, or failed to give any or sufficient weight to relevant considerations: see *Reciprocal Opportunities Incorporated v. Sikh Lehar International Organization*, 2018 ONCA

713, 426 D.L.R. (4th) 273, at para. 54; *Bank of Canada v. Regal Constellation Hotel (Receiver of)* (2004), 71 O.R. (3d) 355 (C.A.), at para. 22.

Issue 1: Did the motion judge misapply the principles articulated in *Soundair*?

[30] This court gives substantial deference to the discretion of commercial court judges supervising insolvency and restructuring proceedings: *Ravelston Corporation Limited (Re)*, 2007 ONCA 135, 85 O.R. (3d) 175, at para. 3; *Marchant Realty Partners Inc. v. 2407553 Ontario Inc.*, 2021 ONCA 375, 90 C.B.R. (6th) 39, at para. 18. Accordingly, the motion judge's decision to re-open the auction process is entitled to substantial deference.

[31] Commercial court judges also give substantial deference to the recommendations of a court-appointed receiver, so long as: (1) the receiver's recommendations are within the broad bounds of reasonableness; and (2) the receiver proceeded fairly: *Ravelston*, at para. 3; *Marchant Realty*, at para. 19.

[32] The appellant argues that the motion judge misapplied the principles set out by this court in *Soundair* for reviewing and approving a receiver's sale of property.

[33] Under the principles described in *Soundair*, the motion judge had to consider:

- whether a sufficient effort has been made to obtain the best price and whether the Receiver has acted improvidently;

- the interests of all of the parties;
- the efficacy and integrity of the process by which the offers were obtained; and
- whether the working out of the process was unfair: *Soundair*, at p. 9.

[34] Starting from this point of deference, I do not agree that the motion judge erred in his application of *Soundair*. The *Soundair* principles are flexible and case specific. No one factor is determinative. Rather, they are principles that a court must consider when deciding whether a receiver who has sold a property acted properly.

(i) Whether a sufficient effort has been made to obtain the best price and whether the Receiver has acted improvidently

[35] First, the motion judge considered whether the Receiver made sufficient efforts to get the best price, and whether the Receiver acted improvidently. For ease of reference, I reproduce the relevant passages of the motion judge's reasons on this point:

> [32] I do so, also, with an appreciation of the need to preserve the integrity and predictability of the marketing and sale process within receiverships, and the reasonable expectation in the vast majority of cases that the process will yield a value-maximizing result that should not be subverted by late-breaking offers.
>
> [33] As noted, I do not find that there are any flaws with the sale and marketing process undertaken here; to the contrary I find that the conduct of the Receiver, and those

> involved in the process, including Collier, was unassailable.
>
> [34] Nonetheless I find that the magnitude by which the Third Offer exceeds the subject price does in fact qualify as "substantially higher," and that it is not appropriate or in the interests of a majority of stakeholders to leave that much money "on the table."

[36] While the motion judge found that the Receiver's conduct was unassailable, this did not assuage his concern that the Subject Transaction risked improvidence based on the magnitude of the price differential between the Subject Transaction and 100 Inc.'s third offer. This concern was reflected in earlier paragraphs of the reasons:

> [9] While the Receiver, quite appropriately, stands by its submissions about the integrity of the process, and the worrisome precedent associated with giving effect to an offer received very late in the process (and in the face of the subject offer that the Receiver has accepted and recommended), the Receiver also clearly recognizes that at a certain level, a late-breaking offer can and perhaps must be considered simply by dint of its value.
>
> [10] It is apparent that the Receiver allows that the Third Offer may be in that category. Before me today Receiver's counsel submitted that, albeit the Receiver's first position remains that the proposed subject transaction should be approved, it now says that, as a second possibility, if the court is persuaded that 37% is a sufficiently higher price to qualify as "substantially higher" such that that the subject price risks improvidence, then the Receiver suggests a further "auction" process whereby the bidders are asked to submit their best offers by a specified date in the near term. [Emphasis added.]

[37] I see no error in the motion judge's approach. I also find no support for the appellant's submission that the first *Soundair* factor imposes a mandatory two-step test before re-opening the bidding that required the motion judge to find both: (1) a significantly higher price; and (2) that the integrity of the process was compromised. I see nothing in *Soundair* that would support the appellant's interpretation.

[38] I agree with the Receiver's submission on appeal that the appellant's submission, if accepted by this court, would establish a rigid rule to be applied without exception, would unduly restrict the court to address fast-moving commercial realities, and would be contrary to the principles of insolvency which requires courts to respond with practical solutions. In my view, the motion judge's approach and his assessment that a late-breaking offer should be considered in this case is entirely consistent with the court's guidance at p. 14 of *Soundair*:

> If, however, the subsequent offer is so substantially higher than the sale recommended by the receiver, then it may be that the receiver has not conducted the sale properly. In such circumstances, the court would be justified itself in entering into the sale process by considering competitive bids. However, I think that that process should be entered into only if the court is satisfied that the receiver has not properly conducted the sale which it has recommended to the court. [Emphasis added].

(ii) Interests of all of the parties

[39] Second, the motion judge considered the interests of all parties and creditors. The motion judge acknowledged that re-opening the auction process was contrary to the appellant's interests. However, the motion judge also recognized the interests of the creditors in securing the best possible price. In my view, the motion judge's reasons reflect a thoughtful and practical balancing of competing interests.

(iii) The efficacy and integrity of the process by which the offers were obtained

[40] Third, the motion judge considered the efficacy and integrity of the process that led to the Subject Transaction. The motion judge was satisfied that up to the point of the late offer, there were no issues with the sales process. He rejected the appellant's submission that re-opening the auction and considering the late offer would create unpredictability and instability in future receiverships. He found that the concern was diminished in this case because the circumstances were "unique, likely singular, and unlikely to be replicated in the future (or certainly not often)". One of these unique facts is the Receiver's change in position following 100 Inc.'s third offer to alternatively recommend re-opening the auction process.

[41] Plainly, the motion judge appropriately considered and grappled with the Receiver's alternate recommendation that the process be re-opened. The motion judge stated:

> [28] As noted, despite its appropriately stated concerns about the integrity of the process, the 37% delta between the Third Offer and the subject price caused the Receiver to suggest, as an alternative to approval of the subject offer, a further process to ensure that the value of the Third Offer is captured and maximized.
>
> [29] In the unique circumstances as described, I find that this is the preferable approach.
>
> [30] I do so without suggesting that the subject purchaser acted in anything other than good faith.
>
> [31] I do so, also, with an appreciation of the need to preserve the integrity and predictability of the marketing and sale process within receiverships, and the reasonable expectation in the vast majority of cases that the process will yield a value-maximizing result that should not be subverted by late-breaking offers.

[42] I see no reversible error in the motion judge's approach. Again, commercial judges should "be reluctant to second guess, with the benefit of hindsight, the considered business decisions made by its receiver": *Soundair*, at p. 8. Put another way, the motion judge owed deference to the Receiver's business judgment. And, in this case, the Receiver sought to balance between competing concerns and stakeholders in offering the court more than one option in how best to proceed. It was not an error for the motion judge to proceed with the alternate recommendation.

(iv) Whether the working out of the process was unfair

[43] Finally, the motion judge considered whether there was unfairness in extending the bidding process. It is obvious that the motion judge recognized that the late-breaking offer was contrary to the interests of the appellant. He considered the effect that re-opening would have on the appellant and, to remedy any potential unfairness, he ordered that if the appellant is not the successful bidder, AJGL will reimburse the appellant's reasonable legal costs incurred to date. This was a practical solution to the potential prejudice suffered by the appellant and has been ordered by this court in other cases to maintain fairness: e.g., *Peakhill Capital Inc. v. 1000093910 Ontario Inc.*, 2024 ONCA 584, 14 C.B.R. (7th) 230, at paras. 13-20.

[44] In sum, the appellant's submissions are an invitation to engage in a minute parsing of specific phrases used by the motion judge, in search of error. Read fairly, the motion judge applied the guidance in *Soundair*. His decision balances the interests of all parties and favours the Receiver's judgment in recommending that the auction process be re-opened. There is no basis to disturb the motion judge's considered decision.

Issue 2: Did the Receiver improperly disclose the appellant's confidential bid price?

[45] The appellant submits that the process was unfair because the Receiver disclosed confidential information by including the percentage differences between

the Subject Transaction and the late offers in its factum before the motion judge. I do not agree with the appellant that the Receiver's choice to disclose the percentage differences worked any unfairness.

[46] First, the order appointing the Receiver explicitly provides that it can disclose information relating to the Toronto Property and the receivership as it deems appropriate. Disclosing information about the late offers was a matter within the Receiver's discretion, and within its authority as a court-appointed officer.

[47] Second, the court should not forensically examine the Receiver's choice to disclose the percentage differences. This was a reasonable approach that balanced the confidentiality of the Subject Transaction with the need to alert the motion judge to the significance of the late offers.

[48] Third, the Receiver's disclosure of the percentage differences did not cause prejudice to the appellant. By disclosing the percentage differences rather than gross figures, only the appellant and 100 Inc. could determine the price of the Subject Transaction and the late offers. The world at large, or other bidders who might engage in the auction process, do not know the quantum of the offers. Further, this is not a situation where a late bidder tactically used confidential information to make an offer slightly above that of the appellant. The third offer made by 100 Inc. was 37% higher than the appellant's. The offer is of such a magnitude that it does not suggest tactical use of confidential information.

Issue 3: Did the motion judge err in granting standing to the respondent 100 Inc.?

[49] In his written material, the appellant also advanced a submission that the motion judge erred in granting standing to the respondent 100 Inc. to participate in the motion hearing. This argument was not pressed in oral argument, and it can be disposed of briefly.

[50] It is not clear whether 100 Inc. was explicitly granted standing. In any event, the motion judge's exercise of discretion did not depend on whether 100 Inc. was granted standing. I see nothing in the record that suggests that 100 Inc.'s involvement in the motion caused delay, additional expense, or prejudice to the appellant in any way. This submission has no merit.

V. DISPOSITION

[51] For these reasons, I would dismiss the appeal. I would order the appellant to pay the respondents and the Receiver the costs of the appeal in the agreed upon amount of $45,000, all-inclusive. If the parties cannot agree on the distribution of costs amongst the respondents and the Receiver, written submissions may be made within seven days of the release of these reasons.

[52] In the event the appeal was dismissed, the Receiver requested that this court revise the motion judge's order about the timeline for the re-opened auction process. As noted above, the motion judge's order provides that the auction

process will run from December 10, 2024, to 5:00 p.m. on December 16, 2024. This appeal was filed at 3:54 p.m. on December 16, 2024, and the auction process was automatically stayed because the appeal was filed as an appeal as of right. According to the Receiver, there is only 1 hour and 6 minutes remaining in the auction, and the Receiver requested that this court vary the motion judge's order to extend the time to give bidders an additional 48 hours to submit their bids.

[53] Consequently, I would vary the motion judge's order to allow bidders an additional 48 hours to submit bids. The 48-hour period begins to run after the Receiver has notified bidders that this court's decision has been released. The parties are also directed to contact the motion judge if any further issues arise regarding the auction process.

Released: October 27, 2025

S. Coroza J.A.

I agree J.A.

I agree J.A.

APPENDIX P

Paul F. Rooney
Professional Corporation
Barrister & Solicitor

121 King Street West, Suite 510
Toronto, Ontario
M5H 3T9

Telephone: (647) 981-7838
Email: rooney@paulfrooneyprofcorp.com

BY EMAIL
October 24, 2025

Our File No. 19507

TDB Restructuring Limited,
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Arif Dhanani adhanani@tdbadvisory.ca

AND TO
Garfinkle Biderman LLP
801-1 Adelaide Street East
Toronto, ON M5C 2V9
Attention: Avrom W. Brown abrown@garfinkle.com

AND TO

Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1
Attention: Steve Keyzer steve.keyzer@colliers.com

Re: Re: Receivership of properties located at 2857 Islington Avenue, Toronto (the "Islington Properties") and 311 Conacher Drive, Kingston (the "Kingston Property" and with the Toronto Property, the "Properties")

This letter is further to my letter to you of December 16, 2024 on this topic.

By way of my letter of December 16, 2025, my client 1001079582 Ontario Inc. submitted to the Receiver a further revised offer to purchase the Islington Properties, which replaced the previous offers and partial Agreements. The offer to purchase was submitted pursuant to the terms set out in the Endorsement of Justice Black, dated December 10, 2024, and in particular Paragraph 35 thereof, which described what Justice Black called the "Proposed Auction Process", which would allow for and govern additional offers to be submitted and considered on the terms Justice Black described. The subsequently-issued and entered Order of Justice Black dated December 10, 2024 (only issued in March, long after my client's offer was submitted) referred in Paragraph 5 thereof to a "Final Sales Process" (the Receiver considering further offers) and in Paragraph 7 stated that certain persons could "submit an offer in the

Final Sales Process". The Receiver had a discretion whether to accept any of those offers (Paragraph 8(a)). As at the date hereof, the Receiver has not accepted my client's offer made pursuant to the Proposed Auction Process.

This letter shall constitute notice that effective immediately today and as of this email transmission, my client is withdrawing its offer previously made pursuant to my December 16, 2024 letter with its enclosed form of agreement that my client had signed. That offer made by my client (which is also the only existing offer made by my client that is outstanding) is no longer open for acceptance by the Receiver, and is now of no effect. Mr. Brown is in possession of funds in the amount of $300,000 held by his firm in trust, which my client had voluntarily (it was not yet required by any term in the offer) and conditionally delivered to be held in this manner on account of any subsequent deposit that might have become payable by my client if and when its offer had been accepted by the Receiver. Those trust funds must now be returned to my client right away, without deduction. In that respect, please contact the undersigned to make arrangements for the return of those trust funds.

Yours very truly,

Paul F. Rooney
Professional Corporation

per

Paul F. Rooney
PFR:md

E:\Office\Client Matters\Islington\\Letter to Receiver with Withdrawal of Agreement (4th revised agmt) doc

APPENDIX Q

Paliare Roland

Jeffrey Larry
Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

jeff.larry@paliareroland.com
T. 416.646.4330 / F. 416.646.4301

File # 102488

October 27, 2025

VIA EMAIL: rooney@paulfrooneyprofcorp.com

Paul Rooney
Paul F. Rooney Professional Corporation
121 King Street West, Suite 510
Toronto, ON M5H 3T9

Dear Mr. Rooney:

Re: Receivership of real property municipally known as 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Toronto Property") and 311 Conacher Drive, Kingston, Ontario (the "Kingston Property" and, together with the Toronto Property, the "Real Property")

As you know, we are counsel to TDB Restructuring Limited in its capacity as receiver (the "**Receiver**") of the Real Property.

I write in response to your letter of October 24, 2025 in which you purport to withdraw 1001079582 Ontario Inc. ("**100 Inc.**")'s offer to purchase the Toronto Property, which offer was submitted to the Receiver on December 16, 2024 (the "**Offer**").

100 Inc. is not entitled to withdraw the Offer, which continues to remain open for acceptance in accordance with both the terms of your letter dated December 16, 2024 (and which is enclosed herewith) and the understanding that all offers were irrevocable until the end of the sales process.

With regards to your December 16, 2024 letter, you indicated (appropriately) that the Offer remained "open for acceptance by the Receiver until such date as the Court determines whether or not it should be accepted (and if accepted, then until the date the Receiver obtains court approval for the [Offer])."

This letter placed no other conditions or limitations on the availability of the Offer for acceptance by the Receiver and, in the context of a Court-supervised sales process, this language clearly establishes the Offer as irrevocable pending final court approval.

Given that the Receiver does not recognize your client's purported withdrawal of the Offer, the Receiver will not authorize the return of the $300,000 presently being held in trust by Garfinkle Biderman LLP.

Paliare Roland

If, at the conclusion of the extended 48-hour bidding period for the Toronto Property provided for in the decision of the Court of Appeal for Ontario (which has been provided to you and which is enclosed herewith), the Receiver does not receive a bid that is superior to the Offer, then the Receiver will proceed to sign back the Offer.

If, in such event, your client purports to repudiate the Offer, the Receiver will enforce the Offer through all rights and remedies available to it including a claim for damages if your client fails to close on the Offer.

Yours very truly,
Paliare Roland Rosenberg Rothstein LLP



Jeffrey Larry
JL:RS

Encls.

C: R. Shah
B. Tannenbaum
A. Dhanani
A. Brown
D. Denis

APPENDIX R

Arif Dhanani

From: ryan.shah@paliareroland.com
Sent: Monday, October 27, 2025 12:00 PM
To: Jeff.Larry@paliareroland.com; ryan.shah@paliareroland.com; wgreenspoon@garfinkle.com; dullmann@blaney.com; jwajs@stikeman.com; dmurdoch@stikeman.com; navis@stikeman.com; rtaylor@cmblaw.ca; jwadden@tyrllp.com; ssherrington@tyrllp.com; jlee@cl-law.ca; ronald@davidzonlaw.com; Arif Dhanani; Bryan Tannenbaum; peter@himprolaw.com; rsparano@himprolaw.com; jmorley@LN.law; dale@dilitigation.com; paul@starkmanlawyers.com; calvin@starkmanlawyers.com; asamat@blaney.com; jkulathungam@teplitskyllp.com; rooney@paulfrooneyprofcorp.com; MByers@CMBLaw.ca; aeftekharnejad_ca@yahoo.ca; Tarek.Mansour@colliers.com
Cc: Candace.Baumtrog@Paliareroland.com
Subject: Cameron Stephens Mortgage Capital Ltd. v. Conacher Kingston Holdings Inc. - COA-24-CV-1328 [IMAN-PRIMANAGE.FID407588]
Attachments: COA-24-CV-1328.rere.pdf; Order for Sale Process signed Justice Black-Receiver TDB-2024-12-04.pdf

External sender

Good morning:

We are counsel to the Receiver in the above matter.

I attach the decision of the Court of Appeal for Ontario in the appeal of the Order of Justice Black dated December 10, 2024, which appeal decision was released today in this matter.

Pursuant to paragraph 53 of the endorsement of the Court of Appeal, Potential Bidders (as this term is defined in the Order of Justice Black dated December 10, 2024 and attached hereto) have a further 48 hours from this email to submit further bids in connection with the Toronto Property (as this term is defined in the Order of Justice Black dated December 10, 2024).

Further to this, if any Potential Bidders wish to improve their offer for the purchase of the Toronto Property, the deadline to submit such an offer to the Receiver is **12:00 PM Toronto time on October 29, 2025**. If Potential Bidders do not submit a further and better offer by this time, then the Receiver will consider their existing bids at such time and accept the highest and best one available.

Regards,

Paliare Roland

Ryan Shah
Associate

Phone: 416.646.6356
Email: ryan.shah@paliareroland.com

155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

paliareroland.com

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any use, disclosure, dissemination, distribution or copying of any portion of this message or any attachment is strictly prohibited.

APPENDIX S

Paliare Roland

Jeffrey Larry
Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

jeff.larry@paliareroland.com
T. 416.646.4330 / F. 416.646.4301

File # 102488

October 30, 2025

VIA EMAIL: rooney@paulfrooneyprofcorp.com

Paul Rooney
Paul F. Rooney Professional Corporation
121 King Street West, Suite 510
Toronto, ON M5H 3T9

Dear Mr. Rooney:

Re: Receivership of real property municipally known as 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Toronto Property") and 311 Conacher Drive, Kingston, Ontario (the "Kingston Property" and, together with the Toronto Property, the "Real Property")

I write further to the Court of Appeal for Ontario's decision in the above matter, dated October 27, 2025 (the "**Decision**"), which is enclosed herewith.

The Decision directed the Receiver to consider further offers for the purchase of the Toronto Property from parties that have already submitted offers for a period of 48 hours following the Receiver giving notice of the Decision to parties. This 48-hour period concluded on October 29, 2025 at 12:00 PM Toronto time.

At the conclusion of this period, the Receiver determined that 1001079582 Ontario Inc. ("**100 Inc.**")'s offer to purchase the Toronto Property, which offer was submitted to the Receiver on December 16, 2024 (the "**Offer**"), was the highest and best offer for the Toronto Property available in the circumstances.

Accordingly, the Receiver has accepted the Offer and I enclose a copy of the agreement of purchase and sale in respect of the Offer (the "**Agreement**") which has been signed back by the Receiver.

As set out in my letter of October 27, 2025, the Receiver does not recognize 100 Inc.'s purported withdrawal of the Offer in your letter of October 24, 2025 (both letters being enclosed herewith). Now that the Receiver has signed back the Agreement, the Receiver will proceed to perform its

Paliare Roland

obligations thereunder by seeking an approval and vesting order and then closing the Agreement.

Yours very truly,
Paliare Roland Rosenberg Rothstein LLP



Jeffrey Larry
JL:RS

Encls.

C: R. Shah
D. Denis
A. Brown
B. Tannenbaum
A. Dhanani

APPENDIX T

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT made as of the 16th day of December 2024.

BETWEEN:

TDB RESTRUCTURING LIMITED (the **"Receiver"**)

in its capacity as Court-Appointed Receiver over the lands and premises set out on Schedule "A" attached hereto and not in its personal or corporate capacity

(the **"Vendor"**)

and

1001079582 ONTARIO INC., a corporation formed pursuant to the laws of Ontario

(the **"Purchaser"**)

RECITALS:

A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) dated December 6, 2023, (the **"Appointment Order"**) RSM Canada Limited was appointed as Receiver over the lands legally described in Schedule "A" attached hereto, effective December 22, 2023;

B. Pursuant to the Substitution Order of the Ontario Court of Justice (Commercial List) dated March 1, 2024, (the **"Substitution Order"**) the Receiver's name was substituted in the place of the name of RSM Canada Limited;

C. The Vendor desires to sell and the Purchaser desires to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties covenant and agree as follows:

SECTION 1 - INTERPRETATION

1.1. Definitions

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

(a) **"Acceptance Date"** means the date that this Agreement is executed and delivered by the Parties;

(b) **"Agent"** shall mean Colliers Macaulay Nicolls Inc.;

(c) **"Agreement"** means this Agreement of Purchase and Sale, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;

(d) **"Applicable Laws"** means, with respect to the Purchased Assets or to any Person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Person, property, transaction or event;

(e) **"Assumed Liabilities"** has the meaning ascribed to it in Section 2.10.

(f) **"Business Day"** means a day on which banks and the Land Registry Office for the City of Toronto are open for business but does not include a Saturday, Sunday, or statutory holiday in the Province of Ontario;

(g) Intentionally deleted.

(h) **"Claim"** means any claim, demand, action, cause of action, damage, loss, cost, liability or expense (including legal fees on a substantial indemnity basis) and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

(i) **"Closing"** means the successful completion of the Transaction;

(j) **"Closing Date"** means that date that is six (6) business days immediately following the date upon which the Approval and Vesting Order is granted.

(k) Intentionally Deleted

(l) **"Court"** means the Court defined in the first recital of this Agreement;

(m) Intentionally deleted.

(n) **"Data Room"** means the electronic data room established by or on behalf of the Vendor containing documents related to the Purchased Assets for review by the Purchaser;

2A

(o) Intentionally deleted.

(p) Intentionally deleted.

(q) **"Debtor or Debtors"** means all or any one of Kings Townhomes Limited (formerly Conacher Kingston Holdings Inc.) and 5004591 Ontario Inc.;

(r) **"Deposit"** has the meaning ascribed to it in Section 2.5;

(s) **"Encumbrance"** means any mortgage, charge, pledge, hypothecation, security interest, trust, deemed trust (statutory or otherwise) assignment, lien (statutory or otherwise), Claim, title retention agreement or arrangement, restrictive covenant, rights of way, easements, encroachments, reserves, or other encumbrance of any nature or any other arrangement or condition which, in substance, secures payment or performance of an obligation;

(t) **"Environmental Condition"** has the meaning ascribed to it in Section 2.2(a).

(u) **"Environmental Laws"** means all Applicable Laws concerning pollution or protection of the natural environment or otherwise relating to the environment or health or safety matters, including Applicable Laws pertaining to (i) reporting, licensing, permitting, investigating and remediating the presence of Hazardous Materials, and (ii) the storage, generation, use, handling, manufacture, processing, transportation, treatment, release and disposal of Hazardous Materials including without limiting the generality of the foregoing the following any written policies and guidelines and directives, administrative rulings or interpretations, that are in effect and applicable to the Vendor or the Property on the Closing Date, as well as the common law and any judicial or administrative order, consent decree or judgment that is in effect and applicable to the Vendor or the Property on the Closing Date, that relates to pollution or the protection of the environment, including, without limitation, the *Atomic Energy Control Act* (Canada), the *Canadian Environmental Protection Act* (Canada), the *Pest Control Products Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario), the *Ontario Water Resources Act* (Ontario) and the *Occupational Health & Safety Act* (Ontario), and the regulations and guidelines promulgated pursuant thereto or issued by any Government Authority in respect thereof, and equivalent or similar local and provincial ordinances and statutory programs and the regulations and guidelines promulgated pursuant thereto.

(v) **"Ereg"** has the meaning ascribed to it in Section 5.7;

(w) **"ETA"** means the *Excise Tax Act* (Canada), as it may be amended from time to time;

(x) **"Excluded Assets"** means the assets, if any, listed in Schedule "C";

(y) **"Final Order"** means, in respect of any order, such order after i) the expiry of applicable appeal periods; or (ii) in the event of an appeal or application for leave to appeal or to stay, vary, supersede, set aside or vacate such order, final determination of such appeal or application by the applicable court or apelet tribunal;

(z) **"Governmental Authority"** means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the Transaction or one or both of the Parties and shall include a board, commission, courts, bureau, agency or any quasi-governmental or private body exercising any regulatory authority including an association of insurance underwriters;

(aa) **"Hazardous Materials"** means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Governmental Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health or safety matters;

(bb) **"HST"** means all goods and services taxes and harmonized sales tax payable under the ETA;

(cc) **"Land Transfer Tax"** means all the taxes payable under the *Land Transfer Tax Act* (Ontario) and any other applicable provincial or municipal land transfer tax legislation, including all registration fees, license fees, and other like charges payable upon a transfer of real property, together with interest, penalties and additions thereto;

(dd) "Leases" means any leases with any tenants relating to the Property;

(ee) Intentionally deleted.

(ff) **"Liabilities"** means all costs, expenses, charges, debts, liabilities, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise, liquidated or unliquidated under or in respect of any contract, agreement, arrangement, lease, commitment or undertaking, Applicable Law and Taxes

5

(gg) **"Parties"** means the Vendor, the Purchaser and any other Person who may become a party to this Agreement. **"Party"** means any one of the foregoing;

(hh) **"Permits"** means all permits, licenses and applications that may have been issued or applied for in the name of the Debtor and/or the Vendor in connection with the servicing and/or development of the Property;

(ii) **"Permitted Encumbrances"** means those Encumbrances listed in Schedule "B" attached hereto;

(jj) **"Person"** means an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity;

(kk) **"Plans"** means all plans and documentation in the possession or control of the Vendor relevant to the development of the Property including, without limitation, any project documents, engineering drawings, architectural plans and working drawings, landscaping plans, reports, project documents other documentation prepared to illustrate or define a particular aspect of the development of the Property, in each instance, to the extent forming part of the Data Room created by the Vendor in respect of the Transaction;

(ll) **"Property"** means the real property described in Schedule "A" attached hereto;

(mm) **"Property Documents"** means the documents in the Data Room;

(nn) **"Purchaser Closing Conditions"** has the meaning ascribed to it in Section 4.1;

(oo) **"Purchase Price"** shall have the meaning ascribed to it in Section 2.4. For greater certainty, the Purchase Price shall be exclusive of Transfer Taxes and any other taxes payable as a result of or in connection with the Transaction;

(pp) **"Purchaser's Solicitors"** means the law firm of Paul F. Rooney Professional Corporation;

(qq) **"Purchased Assets"** means those assets being the lands which are the subject of this Agreement;

(rr) **"Receiver"** has the meaning described thereto in the Recitals;

(ss) **"Reports"** means collectively any written reports or documents received or obtained by the Receiver from any third party regarding any aspect of the Property;

(tt) **"Rights"** has the meaning ascribed to it in Section 2.13;

(uu) Intentionally deleted;

(vv) Intentionally deleted.

(ww) Intentionally deleted;

(xx) Intentionally deleted;

(yy) **"Transaction"** means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;

(zz) **"Transfer Taxes"** means all HST, Land Transfer Tax, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated together with interest, penalties and additional amounts imposed with respect thereto;

(aaa) Intentionally deleted.

(bbb) **"Vendor Closing Conditions"** has the meaning ascribed to it in Section 4.3;

(ccc) **"Vendor's Solicitor"** means the law firm of Garfinkle Biderman LLP;

(ddd) **"Approval and Vesting Order"** means the order of the Court approving the sale by the Receiver to the Purchaser of the Purchased Assets and vesting all rights, title and interest of the Purchased Assets in favour of the Purchaser free and clear of all Encumbrances (other than Permitted Encumbrances) (in a form to be agreed upon by the parties);

(eee) **"Vesting Order Motion"** means a motion by the Receiver seeking the granting of the Approval and Vesting Order; and

(fff) **"Work Orders"** means any work orders, deficiency notices, outstanding building permits, orders, or requirements to comply with any Applicable Laws or issued by any Governmental Authorities.

1.2. Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of

this Agreement. The terms "this Agreement", "hereof, "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof

1.3. Extended Meanings

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

1.4. Schedules

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

Schedule "A"	Property
Schedule "B"	Permitted Encumbrances
Schedule "C"	Excluded Assets
Schedule "D"	Intentionally deleted

SECTION 2 - SALE AND PURCHASE AND ASSIGNMENT

2.1. Sale and Purchase of Purchased Assets

On the Closing Date, subject to the terms and conditions of this Agreement, the Vendor shall sell and the Purchaser shall purchase the Purchased Assets and the Purchaser shall assume the Assumed Liabilities, all in accordance with and pursuant to the terms hereof and the Approval and Vesting Order. The Purchaser acknowledges that it is not purchasing any other property or assets of the Debtor other than the Purchased Assets.

2.2. "As is, Where is"

The Purchaser acknowledges and agrees that:

(a) the Vendor is selling and the Purchaser is purchasing the Purchased Assets on an "as is, where is" basis subject to whatever defects, conditions, impediments, Hazardous Materials or deficiencies which may exist on the Closing Date, including, without limiting the generality of the foregoing, any latent or patent defects in the Purchased Assets. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to any matter including, title, encumbrances, description, fitness for purpose or use, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, zoning,

permitted uses, permits, compliance with Applicable Laws of Government Authorities, threatened claims, litigation, the existence or non-existence of Hazardous Materials flowing onto or from the Property or any part thereof, or in the air, surface or ground water flowing through, onto or from the Property, or any part thereof, any non-compliance with Environmental Laws including any adverse matters contained in the Reports (the **"Environmental Condition"**), compliance with any or all Environmental Laws, or in respect of any other matter or thing whatsoever concerning the Purchased Assets, or the right of the Vendor to sell or assign same save and except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply hereto and are hereby waived by the Purchaser. The descriptions of the Purchased Assets set out in this Agreement or in the Property Documents are for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the completeness or accuracy of such descriptions. The Purchaser further acknowledges that the Property Documents and all other written and oral information (including, without limitation, any analyses, financial information and projections, compilations, studies and the Plans) obtained by the Purchaser from the Vendor or the Agent with respect to the Purchased Assets or otherwise relating to the Transaction has been provided for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendor shall not be under any obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser's responsibility to take possession of the Purchased Assets.

(b) notwithstanding any statutory provisions to the contrary, the Purchaser has no right to submit requisitions on title or in regard to any outstanding Work Orders and the Purchaser shall accept the title to the Property subject to the Permitted Encumbrances and the Environmental Condition.

(c) the various parties who prepared the Property Documents may have restricted the use thereof to the Debtor only, in their respective retainers with the Debtor and any purported conveyance of any of the Property Documents by the Vendor to the Purchaser may be subject to such limitations.

(d) Without limiting the generality of this Section 2.2, the Purchaser acknowledges and agrees that the parties have expressly agreed to exclude from this Agreement all express or implied representations and warranties with respect to the following matters:

(i) the compliance of the Property with Applicable Laws, by-laws or regulations including without limitation, municipal zoning by-laws and regulations;

(ii) any easements, rights of way, instruments, documents, agreements or other registered or unregistered interest in the Property which impacts the

use, enjoyment, income or development opportunities connected with the Property;

(iii) that the present use or any future use of the Purchased Assets intended by the Purchaser is or will be lawful or permitted;

(iv) the execution, good standing, validity, binding effect or enforceability of the Permitted Encumbrances;

(v) that the Vendor has any right, title or interest in any goodwill associated with the Purchased Assets, or the use of any name associated with the operation of the Purchased Assets;

(vi) the description, title, condition, value, state of repair and fitness for any purpose of the Purchased Assets; and

(vii) the compliance of the Property with Environmental Laws, Reports or the existence or non-existence of Hazardous Materials, environmental, soil or water contamination or pollution on or about the Property, or otherwise with respect to the environmental condition of the Property;

(e) the Property Documents and any assets lists, information packages and other material concerning the Purchased Assets or the sale thereof provided by or on behalf of the Vendor and the Agent have been prepared solely for the convenience of the Purchaser and are not warranted or represented to be complete or accurate and are not part of this Agreement (unless specifically provided in such material) and the descriptions of the Purchased Assets provided to the Purchaser are for the purposes of identification only, no conditions, warranty or representation has been or will be given by the Vendor concerning the accuracy, completeness or any other matter concerning such descriptions;

(f) the Vendor is entering into this Agreement solely in its capacity as Receiver of the Property pursuant to the Appointment Order and not in its personal or other capacity and the Vendor and its agents (including the Vendor's Solicitors), officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith;

(g) save as to any valid objection to title made in respect of matters arising after the Acceptance Date, the Purchaser shall be conclusively deemed to have accepted the title to the Property and to have accepted the Property subject to the Permitted Encumbrances and the Environmental Condition and subject to all Applicable Laws, by-laws and regulations affecting its use. If any valid objection to title expressly permitted herein is made by the Purchaser prior to the Closing Date, which the Vendor is unwilling or unable to remove, remedy, or satisfy and which the Purchaser will not waive or is not satisfied by title insurance, then the Receiver may terminate this Agreement by notice to the Purchaser, whereupon, except as herein expressly set forth, the Deposit without interest accrued thereon shall be forthwith returned to the Purchaser in accordance with and subject to the

10

terms in Section 2.6 and 2.12 each of the Purchaser and the Receiver shall be released from all obligations under this Agreement;

(h) the Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such of the foregoing as are in the possession or control of the Receiver;

(i) the Purchaser acknowledges that, the Vendor has provided the Purchaser access to the Data Room and that the Purchaser has had sufficient opportunity to review, and has satisfied itself with respect to, the Property Documents. If for any reason the transaction is not completed, the Purchaser shall forthwith return the Property Documents, and delete any electronic copies of them in its possession or control. The Vendor makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained in any of the Property Documents; and

in entering into this Agreement, the Purchaser has relied and will rely entirely and solely upon its own inspections and investigations with respect to the Property and the Purchased Assets, including the physical condition and the Environmental Condition of the Purchased Assets including compliance with Applicable Laws and has relied solely upon its own judgement resulting from doing so and has not relied and will not rely on any information, written or oral, furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor including the Agent, including with respect to value of the Purchased Assets, the development potential of the Property, adequacy, marketability, quantity, location, condition, quality, fitness or state of repair. The information in the Data Room and description of the Purchased Assets in any marketing material, listing information, and any like material delivered or made available by the Vendor and/or the Agent, the Vendor's agents or any other party on its behalf to the Purchaser or its representatives are believed to be correct, but if any misstatement, error, inaccuracy or omission (collectively the "Inaccuracies") is found in the them, the Purchaser shall not be entitled to any abatement, damages, reimbursement, costs or to termination of this Agreement as a result of them and the Purchaser releases the Vendor and its agents from any Claims the Purchaser had, has or may have as a result of such Inaccuracies.

2.3 Permitted Encumbrances

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

2.4 Purchase Price

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets (the "Purchase Price") shall be an amount of ~~$2,000,000.00~~ $3,801,000.00, allocated as set out in paragraph 2.7

2.5. Deposit

The Parties acknowledge and agree that the sum of $380,100.00, being ten (10%) percent of the Purchase Price (the "Deposit") will be delivered by the Purchaser to the Vendor's solicitor in trust within 24 hours of acceptance of an executed copy of the Agreement by the Purchaser and the Vendor. The Deposit shall be held in a non-interest bearing account of a Canadian chartered bank or trust company, in trust and to be disbursed in accordance with the following provisions

(a) if the purchase and sale of the Purchased Assets is completed on the Closing Date, then the Deposit shall be released from trust and applied towards payment of the Purchase Price;

(b) if the purchase and sale of the Purchased Assets is not completed on the Closing Date for any reason other than the default of the Purchaser hereunder, then the Deposit shall, subject to any Claim by the Vendor for damages under Section 2.12(d) herein, be released from trust and paid to the Purchaser in full satisfaction of all Claims incurred by the Purchaser as a result of such non-completion; or

(c) if the purchase and sale of the Purchased Assets is not completed on the Closing Date as a result of the Purchaser's default hereunder, then the Deposit shall be forfeited to the Vendor and released from trust as liquidated damages and not as a penalty and paid to the Vendor without prejudice to the Vendor's rights to reimbursement on account of any Claim of the Vendor against the Purchaser as a result of such failure and the Vendor shall be entitled to pursue all of its rights and remedies against the Purchaser, including the resale of the Purchased Assets. Upon any such resale, the Purchaser shall pay to the Vendor, (i) an amount equal to the amount, if any, by which the Purchase Price under the Agreement exceeds the net purchase price received by the Vendor pursuant to such resale (net of any commissions and costs and expenses incurred to effect the completion of such resale including legal costs on a full indemnity basis), and (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of the Transaction or occasioned by the Purchaser's failure to comply with this Agreement.

2.6 Payment of Purchase Price

The Purchase Price shall be paid and satisfied as follows

(a) on Closing, the Deposit shall be released from trust and credited against the Purchase Price in accordance with Section 2.5(a); and

(b) on Closing, the Purchase Price, subject to adjustments and minus the amount paid to the Vendor pursuant to Section 2.6(a), shall be paid to the Vendor or as the Vendor may direct in writing by way of wire transfer using the Large Value Transfer System.

2.7 Intentionally deleted.

2.8 Adjustment of Purchase Price

(1) The Purchase Price shall be adjusted as of the Closing Date in accordance with the terms of this Agreement for any property taxes (including interest thereon, if applicable), utilities and any other items which are usually adjusted in purchase transactions involving assets similar to the Purchased Assets in the context of a Court supervised sale (the **"Adjustments"**). The Receiver shall prepare a statement of adjustments and deliver same to the Purchaser for its approval by no later than 3 Business Days prior to the Closing Date. If the amount of any Adjustments required to be made pursuant to this Purchase Agreement cannot be reasonably determined as of the Closing Date, an estimate shall be made by the Vendor as of the Closing Date based upon the best information available to the Vendor at such time. When such cost or amount is determined, the Vendor or Purchaser, as the case may be, shall, within 30 days of determination, provide a complete statement thereof to the other and within 30 days thereafter the Vendor and the Purchaser shall make a final adjustment as of the Closing Date for the item in question. In the absence of agreement by the Parties the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Vendor and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the Parties. All re-adjustments shall be requested in a detailed manner on or before the 60th day after the Closing Date, after which time neither party shall have any right to request re-adjustment.

(2) Other than as provided for in this section 2.8, there shall be no Adjustments to the Purchase Price.

2.9 Excluded Liabilities

Other than the Assumed Liabilities, the Purchaser shall not assume and shall not be liable for any other Liabilities of the Vendor or the Debtor.

2.10 Assumed Liabilities

From and after Closing, the Purchaser shall assume and be liable for the Assumed Liabilities. The Assumed Liabilities shall consist only of the Liabilities incurred under or in respect of:

(a) Permitted Encumbrances;

(b) the use of the Purchased Assets from and after the Closing Date to the extent relating to periods from and after the Closing Date; and

13

(c) the Environmental Condition, and any and all Liabilities for the remediation of the soil and groundwater in, on, over, under or flowing through, onto or from the Property or any part thereof.

(the foregoing being the **"Assumed Liabilities"**).

2.11 Taxes

In addition to the Purchase Price, the Purchaser or the beneficial owner of the Property if different from the Purchaser shall pay all applicable Transfer Taxes exigible in connection with the purchase and sale of the Purchased Assets, including, without limitation, HST and Land Transfer Tax.

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

The Purchaser shall deliver, prior to Closing, a certificate in form prepared by the Vendor acting reasonably certifying that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the Transaction. The Purchaser's certificate shall also include certification of the Purchaser's prescription and/or registration as the case may be, and the Purchaser's HST registration number together and the Purchaser shall indemnify and hold harmless the Vendor from and against any and all Claims, HST, penalties, costs and any interest that may become payable by or assessed against the Vendor for all Transfer Taxes arising out of, related to or connected in any way with the Property or this Transaction. If the Purchaser shall fail to deliver its certificate, then the Purchaser shall tender to the Vendor at Closing, in addition to the balance due on Closing, an amount equal to the HST that the Vendor shall be obligated to collect and remit in connection with the Transaction.

2.12 Inspections

The Vendor will permit the Purchaser, its consultants, agents and representatives to carry out, at the Purchaser's sole expense and risk, such investigations, soil tests, and environmental audits as the Purchaser, acting reasonably, may deem necessary with respect to the Property, subject to and conditional upon the following terms and conditions:

(a) any invasive testing shall require the Vendor's written approval prior to such testing;

(b) the Purchaser shall provide at least two Business Days' notice to the Vendor of any such tests and inspections and the Vendor will be entitled to have a representative present during all such tests and inspections;

(c) all soil tests or environmental audits shall be coordinated with the Vendor;

(d) any damage to the Property caused by such tests and inspections will be promptly repaired by the Purchaser and the Purchaser will indemnify and save the Vendor harmless from all Claims which the Vendor may suffer as a result of the said tests and inspections or any other breach of this Section by the Purchaser; and

(e) prior to entering the Property to conduct the Purchaser's tests and investigations, the Purchaser shall deliver (or shall cause its representatives completing the Purchaser's investigations on its behalf to deliver) to the Vendor evidence of liability insurance coverage for at least $2,000,000

The Purchaser agrees that the Vendor shall be entitled to deduct from the Deposit the amount of any Claims which the Vendor may suffer as a result of a breach of this Section 2.12 by the Purchaser. To the extent that the Purchaser commissions any reports in connection with its tests and investigations of the Property, copies of all such reports shall be delivered to the Vendor at no cost to the Vendor within three (3) Business Days of issuance.

2.13 Non-Transferable and Non-Assignable Purchased Assets

To the extent that any of the Purchased Assets to be transferred to the Purchaser on the Closing, or any Claim, right or benefit arising under or resulting from such Purchased Assets (collectively, the **"Rights"**) is not capable of being transferred without the approval, consent or waiver of any third Person, or if the transfer of a Right would constitute a breach of any obligation under, or a violation of, any Applicable Law unless the approval, consent or waiver of such third Person is obtained, then, except as expressly otherwise provided in this Agreement and without limiting the rights and remedies of the Purchaser contained elsewhere in this Agreement, this Agreement shall not constitute an agreement to transfer such Rights unless and until such approval, consent or waiver has been obtained. After Closing and for a period of sixty (60) days following Closing, the Vendor shall:

(a) maintain its existence and hold the Rights in trust for the Purchaser;

(b) comply with the terms and provisions of the Rights as agent for the Purchaser at the Purchaser's cost and for the Purchaser's benefit;

(c) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser; and

(d) enforce, at the reasonable request of the Purchaser and at the expense and for the account of the Purchaser, any rights of the Vendor arising from such Rights against any third Person, including the right to elect to terminate any such Rights in accordance with the terms of such Rights upon the written direction of the Purchaser.

In order that the full value of the Rights may be realized for the benefit of the Purchaser,

the Vendor shall, at the request and expense and under the direction of the Purchaser, in the name of the Vendor or otherwise as the Purchaser may specify, take all such action and do or cause to be done all such things as are, in the reasonable opinion of the Vendor, necessary or proper in order that the obligations of the Vendor under such Rights may be performed in such manner that the value of such Rights is preserved and ensures to the benefit of the Purchaser. To the extent that such approval, consent or waiver has not been obtained by the 60th day following the Closing, such Right shall be deemed to be an excluded Purchased Asset and the Vendor may terminate any agreement pertaining to such Right unless otherwise agreed to by the Parties. The Purchaser shall indemnify and hold the Vendor harmless from and against any Claim under or in respect of such Rights arising because of any action of the Vendor taken in accordance with this Section.

2.14 Intentionally deleted.

2.15 Approval and Vesting Order

(a) The Receiver and the Purchaser acknowledge that:

i. this Agreement is subject to Court approval; and

ii. closing of the Transaction is subject to the issuance of the Approval and Vesting Order.

(b) If this Agreement is accepted by both parties, the Receiver shall use its commercially reasonable efforts to promptly thereafter file and serve the Vesting Order Motion on notice to the necessary parties.

(c) If the Receiver accepts this Agreement, the Purchaser shall provide all information if any, and take any such actions as may be reasonable requested by the Receiver to assist the Receiver in obtaining the Approval and Vesting Order and any other order of the Court reasonably necessary to consummate the Transaction.

(d) From and after the Acceptance Date, the Receiver shall provide such prior notice as may be reasonable under the circumstances before filing any materials with the Court that relate, in whole or in part, to this Agreement, the Purchaser, or the Approval and Vesting Order and shall consult in good faith with the Purchaser regarding the content of such materials prior to any such filing (provided that the Receiver shall not be obligated to incorporate the comments of the Purchaser and do any such filings).

2.16 Closing Certificate

The parties hereto acknowledge and agree that the Receiver shall be entitled to file with

16

the Court a certificate, substantially in the form attached to the Approval and Vesting Order (the **"Closing Certificate"**) upon receiving written confirmation from the Purchaser that all conditions to close under this Agreement have been satisfied or waived. The Receiver shall have no liability to the Purchaser or any other person as a result of filing the Closing Certificate.

2.17 Receiver's Capacity

The Purchaser acknowledges and agrees that in all matters pertaining to this Agreement, including in its execution, the Receiver has acted and is acting solely in its capacity as Receiver and manager of the Property pursuant to the Appointment Order and not in its personal, corporate or any other capacity and the Receiver and its agents, officers, directors, employees and representatives will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith.

SECTION 3 - REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Covenants

The Purchaser covenants and agrees that it will, effective on and after the Closing Date, assume and be fully responsible for:

(a) all obligations which are to be observed or performed from and after completion of this Transaction under the Permitted Encumbrances; and

(b) the Assumed Liabilities and any other obligations and liabilities assumed by the Purchaser as provided for by this Agreement.

3.2 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Vendor, which representation and warranties the Vendor is relying upon, that:

(a) the Purchaser is and will be as of Closing, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Purchased Assets;

(b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;

(c) no consent or approval of or registration, declaration or filing with any Government Authority is required for the execution or delivery of this Agreement by the Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of

any of its obligations hereunder;

(d) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained herein;

(e) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Purchaser to enter into this Agreement or to consummate the Transaction and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success;

(f) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as of Closing, duly and validly executed and delivered by the Purchaser and constitute or will, as of Closing, constitute legal, valid and binding obligations of the Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof;

(g) the Purchaser is not a non-Canadian person as defined in the *Investment Canada Act;*

(h) The Purchaser has now and will have on the Closing Date the financial resources to complete this transaction in accordance with the terms of this Agreement; and

(i) the Purchaser is registered or will be registered on Closing under Part IX of the ETA.

3.3 Record of Site Condition in the Environmental Registry

If at any time following Closing the Purchaser, in its sole discretion, elects to file a Record of Site Condition (**"RSC"**) in respect of any Property, then the following clause will be deemed to have formed part of this Agreement as at the time of execution hereof, in respect only of the Property for which the RSC is filed:

"The Purchaser covenants and agrees that following the Closing, it shall file, at its sole cost and expense, a Record of Site Condition in the Environmental Registry as contemplated under s.168.4 of the Environmental Protection Act for the Property."

On Closing, the Purchaser shall deliver an indemnity in favour of the Vendor in which it

agrees to indemnify and save the Vendor harmless from any and all Claims incurred by the Vendor in the event the Purchaser fails to make such filings.

3.4 Receiver's Representations

The Receiver represents and warrants to the Purchaser as follows

(a) the Receiver has been duly appointed as the receiver of the Purchased Assets pursuant to the Appointment Order and has full right, power and authority, subject to obtaining the Approval and Vesting Order prior to Closing, to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order; and

(b) the Receiver is not a non-resident of Canada for purposes of Section 116 of the *Income Tax Act* (Canada).

3.5 Survival of Representations, Warranties and Covenants

The representations, warranties, agreements and covenants made by the Purchaser herein or in any other agreement, certificate or instrument delivered by the Purchaser to the Vendor pursuant to this Agreement shall survive the Closing, and notwithstanding the Closing, shall continue in full force and effect for the benefit of the Vendor, without limitation.

SECTION 4 - CONDITIONS

4.1 Purchaser Closing Conditions

The obligation of the Purchaser to complete the Transaction is subject to the following conditions precedent being fulfilled or performed at or prior to the Closing Date (the **"Purchaser Closing Conditions"**):

(a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;

(b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at Closing all the documents contemplated in Section 5.3 or elsewhere in this Agreement;

(c) intentionally deleted;

(d) the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction; and

The Purchaser Closing Conditions are for the exclusive benefit of the Purchaser. Any Purchaser Closing Condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

4.2 Purchaser Closing Conditions Not Fulfilled

If any Purchaser Closing Condition has not been fulfilled at or prior to Closing, then the Purchaser in its sole discretion may, either:

(a) terminate this Agreement by notice to the Vendor, in which event the Purchaser shall be released from its obligations under this Agreement and the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof; or

(b) waive compliance with any such Purchaser Closing Condition, without prejudice to its right of termination in the event of non-fulfillment of any other Purchaser Closing Condition.

4.3 Vendor Closing Conditions

The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing Date (the **"Vendor Closing Conditions"**):

(a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;

(b) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated in Section 5.2 or elsewhere in this Agreement;

(c) there shall be no litigation or proceedings pending against the Vendor, in respect of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and

(d) On the Closing Date, the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction.

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

4.4 Vendor Closing Conditions Not Fulfilled

If any Vendor Closing Condition shall not have been fulfilled at or prior to Closing, then the Vendor in its sole subjective discretion may, without limiting any rights or remedies available to the Vendor at law or in equity, either:

(a) terminate this Agreement by notice to the Purchaser in which event the Vendor shall be released from all obligations under this Agreement and, unless the Vendor Closing Condition(s) that was not fulfilled was the Vendor Closing Condition contained in Section 4.3(c) or (d), the Deposit shall be retained by the Vendor in accordance with the provisions of Section 2.5 hereof; or

(b) waive compliance with any such Vendor Closing Condition without prejudice to its right of termination in the event of non-fulfillment of any other Vendor Closing Condition.

4.5 Approval and Vesting Order

The obligations of the Vendor and the Purchaser hereunder are subject to the mutual condition that the Vesting Order shall have been made by the Court on a date to be determined by the Receiver approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Debtor in the Purchased Assets free and clear of all Encumbrances, other than the Permitted Encumbrances. The Parties hereto acknowledge that the foregoing condition has been inserted for the mutual benefit of the Parties and is incapable of waiver. In the event that said condition has not been fulfilled by the aforesaid date, the Transaction shall automatically be deemed to be null and void and of no further force and effect as of said date and provided that the Purchaser is not in default of its obligations hereunder, the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof. The Parties further acknowledge that the Application to the Court for the Vesting Order will be made as soon as reasonably practical after the binding Agreement is entered into by the Parties.

SECTION 5 - CLOSING

5.1. Closing

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

The Closing Date shall be subject to the approval of the Vesting Order, and to any approvals required from the City of Toronto pursuant to Instrument AT4601555 and related restrictions having been received. If either of the approval of the Vesting Order or any approvals required from the City of Toronto pursuant to Instrument AT4601555 and related restrictions have not been received by the initial Closing Date, then the Closing Date shall be extended ("Extended Closing Date") for a further period of 60 days. In the event that the approvals have not been received by the Extended Closing Date, then the Purchaser shall have the right to terminate this Agreement in writing to the Vendor

or to the Vendor's Solicitor at his absolute and sole discretion and the Deposit shall be returned to the Purchaser in full without interest or deduction.

5.2. Purchaser's Deliveries on Closing

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

(a) payment of the Purchase Price;

(b) a certificate, dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;

(c) an acknowledgement dated as of the Closing Date, that each of the Purchaser Closing Conditions have been fulfilled, performed or waived as of the Closing Date;

(d) assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;

(e) the certificate and indemnity provided for under Section 2.11;

(f) an undertaking to re-adjust any item on or omitted from the statement of adjustments subject to 60 day limitation period in Section 2.8;

(g) an environmental release and indemnity indemnifying and holding the Vendor harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively **"Damages"**) suffered or incurred by the Vendor, directly or indirectly, as a result of or in connection with any of the following, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:

(i) the presence, release, or the threat of a release of any Hazardous Materials in, on or under the Property;

(ii) the presence of any Hazardous Materials in, on or under properties adjoining or proximate to the Property;

(iii) any other environmental matters relating to the Property;

(iv) the breach of any Environmental Laws applicable to the Property;

(v) the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Purchaser;

(vi) the Environmental Condition; or

(vii) the Indemnity provided for in Schedule 3.3; and

(h) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

5.3 Vendor's Deliveries on Closing

(a) On or before the Closing, the Vendor shall execute and deliver to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

(i) statement of adjustments;

(ii) an acknowledgement dated as of the Closing Date, that each of the Vendor Closing Conditions have been fulfilled, performed or waived as of the Closing Date;

(iii) an assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;

(iv) assignment of all Leases;

(v) the Approval and Vesting Order; and

(vi) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

(b) Upon the completion of the deliveries pursuant to Section 5 2 and 5.3(a), the Vendor shall immediately file a certificate with the Court (the **"Receiver's Certificate"**) that the Transaction has been completed and title to the Property shall vest in the Purchaser effective immediately upon the filing with the Court of the Receiver's Certificate and shall deliver to the Purchaser a copy of same.

5.4 Risk

The Purchased Assets shall be and remain at the risk of the Vendor until Closing. From and after Closing, the Purchased Assets shall be at the risk of the Purchaser. In the event that the Purchased Assets shall be damaged prior to Closing, then the Vendor shall advise the Purchaser in writing within twenty-four (24) hours of the Vendor learning of same. In the event that the Purchased Assets shall be materially damaged prior to Closing then the Vendor shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement by notice, in writing, to the Purchaser and in such event the Parties hereto shall be released from all obligations and liabilities hereunder. If the Vendor shall not elect to terminate this Agreement as set out above, then the Transaction shall be completed in accordance with the terms and conditions hereof and the Purchaser shall be entitled to all proceeds of insurance payable in respect thereof, if any.

5.5 Termination

If either the Vendor or the Purchaser validly terminates this Agreement pursuant to the provisions of Sections 4.2, 4.4, 4.5 or 5.4:

(a) all the obligations of both the Vendor and Purchaser pursuant to this Agreement shall be at an end; and
(b) the Purchaser shall have no right to specific performance or any other remedy against, or any right to recover on account of any Claim it may have from, the Vendor.

5.6 Breach by Purchaser

If all of the Purchaser Closing Conditions have been complied with or waived by the Purchaser and the Purchaser fails to comply with the terms of this Agreement, the Vendor may by notice to the Purchaser elect to treat this Agreement as having been repudiated by the Purchaser. In addition, the Purchaser shall pay to the Vendor, on demand, the deficiency, if any, arising upon such resale (after deducting the expenses of resale) together with interest and all other damages or charges occasioned by or resulting from the default by the Purchaser.

5.7 Electronic Registration

In the event that a system for electronic registration **("Ereg")** is operative and mandatory in the applicable land registry office, the Purchaser agrees to cause all necessary procedures to be taken, as may be required by the Vendor or the Vendor's solicitors, to complete the Transaction using Ereg in accordance with the Law Society of Ontario's (the **"LSO")** guidelines. If Ereg is operative on the Closing Date, (i) the Purchaser agrees to use a lawyer authorized to use Ereg and who is in good standing with the LSO, (ii) the Purchaser's solicitors will enter into the Vendor's solicitors' standard form of escrow closing agreement or document registration agreement, which will establish the procedures for closing the Transaction provided same are in accordance with LSO guidelines, and (iii) if the Purchaser's solicitors are unwilling or unable to complete the Transaction using Ereg, then the Purchaser's solicitors must attend at the Vendor's solicitors' office or at another location designated by the Vendor's solicitors at such time on Closing as directed by the Vendor's solicitors to complete the Transaction using Ereg utilizing the Vendor's solicitors' computer facilities, in which event, the Purchaser shall pay to the Vendor's solicitors a reasonable fee therefor.

SECTION 6 - GENERAL

6.1. Further Assurances

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

6.2. Notice

Any notice or other communication under this Agreement shall be in writing and may be

delivered personally or transmitted by electronic transmission, addressed in the case of the Purchaser, as follows:

Attention: Simion Kronenfeld

Telephone No: 416-520-7111

Email: simion@ajglgroup.com

and in the case of the Vendor, as follows:

TDB Restructuring Limited, Court-Appointed
Receiver of 5004591 Ontario Inc.
11 King Street West
Suite 700, PO Box 27
Toronto, ON M5H 4C7

Attention: Arif Dhanani
Email: adhanani@tdbadvisory.ca

with a copy to:

Garfinkle Biderman LLP
801-1 Adelaide Street East
Toronto, ON M5C 2V9

Attention: Avrom W. Brown
Email: abrown@garfinkle.com

and a copy to:

Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1

Attention: Steve Keyzer
Email: steve.keyzer@colliers.com

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

6.3. Time

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

6.4. Currency

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

6.5. Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, provided that the Purchaser shall not assign the benefit of this Agreement without the prior written consent of the Vendor; provided the Purchaser may assign its rights and obligations under this Agreement to an "affiliate" of the Purchaser (as such term is defined in the *Business Corporations Act* (Ontario)), provided that the Purchaser remains liable, jointly, with such affiliate for all the obligations of the Purchaser hereunder. To the extent that any such assignment occurs, this Agreement and all provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6.6. Amendments and Waiver

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser may consent to any such amendment at any time prior to the Closing with the prior authorization of their respective boards of directors.

6.7. Entire Agreement

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

forth herein and on acceptance by the Purchaser, is intended to create binding obligations on the part of the Purchaser, as set out herein.

6.8. Paramountcy

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

6.9. Severability

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

6.10. Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

6.11. Commission

The Vendor shall be responsible for any commissions to the Agent. Any other commissions payable to any other party shall be the responsibility of the Purchaser.

6.12. Certain Words

In this Agreement, the words "including' and "includes" means "including (or includes) without limitation", and "third party" means any Person who is not a Party.

6.13. Statutory References

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

6.14. Actions to be Performed on a Business Day

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

such day.

6.15. No Registrations

The Purchaser hereby covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, or any other document providing evidence of this Agreement against title to the Property. Should the Purchaser be in default of its obligations under this Section, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement, caution, certificate of pending litigation or other document providing evidence of this Agreement or any assignment of this Agreement from the title to the Property and the Purchaser shall be deemed to be in default of its obligations hereunder. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in law to cause the removal of such notice of this Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property. The Purchaser acknowledges and agrees that until Closing, the Purchaser has no interest in the Property whatsoever, notwithstanding anything to the contrary herein.

6.16. Strict Construction

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

6.17. No Third Party Beneficiaries

This Agreement shall be binding upon and enure solely to the benefit of each of the Parties hereto and its permitted assigns and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no person or entity shall be regarded as a third party beneficiary of this Agreement. Each of the Parties agrees that all provisions of this Agreement, and all provisions of any and all documents and security delivered in connection herewith, shall not merge and except where otherwise expressly stipulated herein, survive the closing of the Transaction.

6.18. Planning Act

This Agreement is entered into subject to the express conditions that it is to be effective only if the provisions of Section 50 of the *Planning Act* (Ontario) and amendments, are complied with.

6.19. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

6.21 Expenses

Each Party shall be responsible for its own legal and other expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transaction and for the payment of any broker's commission, finder's fee or like payment payable by it in respect of the purchase and sale of the Purchased Assets pursuant to this Agreement.

(Remainder of this page intentionally left blank)

6.22 Announcements

Except as required by law including applicable regulatory and stock exchange requirements, all public announcements concerning the Transaction shall be jointly approved as to form, substance and timing by the Parties after consultation.

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

TDB RESTRUCTURING LIMITED in its capacity as Court-Appointed Receiver and not in its personal capacity

Per: _____
Name: Arif Dhanani, CPA, CA, CIRP, LIT
Title: Managing Director

1001079582 ONTARIO INC.

PER _____
Name:
Title:

Schedule "A"

Property

PIN No. 10306-0064 (LT) - 2849 Islington Avenue

Part Lot 22 Concession 6 WYS Township of York as in NY735134; Toronto (N York), City of Toronto

PIN No. 10306-0035 (LT) - 2857 Islington Avenue

Part Lot 2 Plan 9059 North York as in 18379983; Toronto (N York), City of Toronto

PIN No. 10306-0034 (LT)- 2855 Islington Avenue

Part Lot 2 Plan 9059 North York as in 18379984; Toronto (N York), City of Toronto

PIN No. 10306-0033 (LT)- 2853 Islington Avenue

Part Lot 1 Plan 9059 North York as in 18221318; Toronto (N York), City of Toronto

PIN No. 10306-0032 (LT)- 2851 Islington Avenue

Part Lot 1 Plan 9059 North York as in TR92058; Toronto (N York), City of Toronto

31

Schedule "B"

Permitted Encumbrances

"Permitted Encumbrances" means the following:

1. The exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*, R.S.O. 1990, and any amendments thereto or any successor legislation, except paragraph 11;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements or rights of way in favour of any governmental authority or public utility provided that none of the foregoing interfere in any material adverse respect with the current use of the Property;
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due;
5. All agreements and easements, registered or otherwise, for utilities and services for hydro, water, heat, power, sewer, drainage, cable and telephone serving the Property, adjacent or neighbouring properties, provided none of the foregoing interfere in any material adverse respect with the current use of the Property;
6. Any encroachments, minor defects or irregularities indicated on any survey of the Property or which may be disclosed on an up-to-date survey of the Property provided that in either case same do not materially adversely impair the use, operation, or marketability of the Property;
7. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;
8. Any breaches of any Applicable Laws, including Work Orders;
9. Any subdivision agreements, site plan agreements, developments and any other agreements with the Municipality, Region, publicly regulated utilities or other governmental authorities having jurisdiction;
10. Minor title defects, if any, that do not in the aggregate materially affect the use of the Property for the purposes for which it is used on the date of acceptance of this Agreement;
11. The following specific instruments registered on title against the Property:

Permitted Encumbrances related to the Property
(unaffected by the Approval and Vesting Order)

Reg. Num.	Date	Instrument Type	Parties To
NY524794	November 21, 1967	Agreement	The Corporation of the Borough of North York
NY579166	July 20, 1970	By-law exempting Part Lot Control	
NY593705	May 12, 1971	Agreement	The Borough of North York
NY608306	December 29, 1971	Agreement	The Corporation of the Borough of North York
NY620929	July 28, 1972	Municipal By-law	
NY632269	January 29, 1973	Notice of Airport Zoning Regulations	Department of Transportation
TB379984	December 29, 1986	Statutory Declaration of Anthony Dilena	
TR57844	March 27, 2000	Notice	Her Majesty the Queen in Right of the Department of Transport Canada
AT4601553	June 19, 2017	Section 37 Agreement	City of Toronto
AT4601554	June 19, 2017	Rental Housing Agreement	City of Toronto
AT4601555	June 19, 2017	Restriction preventing any Transfer or Charge of the lands or any part thereof without the prior written consent of the Chief Planner, of the City of Toronto	
AT4867240	May 18, 2018	Site Plan Agreement	City ofToronto

33

Schedule "C"

Excluded Assets

APPENDIX U

Garfinkle | Biderman
BARRISTERS & SOLICITORS

Avrom W. Brown
Services provided through a professional corporation
Direct Line:(416) 869-7600
e-mail: abrown@garfinkle.com

Assistant/Clerk: Carol Ramos
Direct Line: 416-869-7622
e-mail: cramos@garfinkle.com

November 3, 2025

VIA EMAIL

Paul F. Rooney Professional Corporation
121 King Street West, Suite 510
Toronto, ON M5H 3T9

Dear Sir:

Re: **Receivership of properties located at 2857 Islington Avenue, Toronto (the "Islington Properties") and 311 Conacher Drive, Kingston (the "Kingston Property" and with the Toronto Property, the "Properties")**

Further to recent correspondence to you from Paliare Roland, as you know, when your client submitted the offer, you forwarded $300,000.00 being only a portion of the required deposit.

Since the Receiver's position is that your client's offer is the offer it intends to complete, please forward the balance of the deposit as required pursuant to the agreement of purchase and sale to our firm to be held in trust pending closing.

We look forward to receiving that balance of the deposit within the next forty-eight (48) hours.

Yours very truly,
GARFINKLE BIDERMAN LLP

Per:
Avrom W. Brown

AWB:cr
G:\Client Data\14314\14314-002\a6-ltr.docx

APPENDIX V

Paliare Roland

Jeffrey Larry
Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

jeff.larry@paliareroland.com
T. 416.646.4330 / F. 416.646.4301

File # 102488

November 11, 2025

VIA EMAIL: rooney@paulfrooneyprofcorp.com

Paul Rooney
Paul F. Rooney Professional Corporation
121 King Street West, Suite 510
Toronto, ON M5H 3T9

Dear Mr. Rooney:

Re: Receivership of real property municipally known as 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Toronto Property") and 311 Conacher Drive, Kingston, Ontario (the "Kingston Property" and, together with the Toronto Property, the "Real Property")

I write further to Avrom Brown's letter dated November 3, 2025 concerning 1001079582 Ontario Inc. ("**100 Inc.**")'s offer to purchase the Toronto Property submitted to TDB Restructuring Limited in its capacity as receiver (the "**Receiver**") of the Real Property on December 16, 2024 and signed back by the Receiver on October 30, 2025 (the "**Agreement**").

This letter required 100 Inc. to pay to Garfinkle Biderman LLP the balance of the deposit contemplated by the Agreement within 48 hours of November 3, 2025, which 100 Inc. failed to do.

100 Inc.'s failure to pay the balance of the deposit is a breach of 100 Inc.'s obligations pursuant to art. 2.5 of the Agreement.

As a result of such default, your client has repudiated the Agreement.

The Receiver elects to treat this Agreement as having been so repudiated by your client and your client's deposit as forfeited to the Receiver.

The Receiver reserves all rights and remedies against 100 Inc. in connection with the foregoing, including, without limitation, the right to commence an action against 100 Inc. for further damages.

Paliare Roland

Yours very truly,
Paliare Roland Rosenberg Rothstein LLP



Jeffrey Larry
JL:RS

Encl.

C: R. Shah
D. Denis
A. Brown
B. Tannenbaum
A. Dhanani

APPENDIX W

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT made the <*> day of <*> 2024.

BETWEEN:

TDB RESTRUCTURING LIMITED (the "**Receiver**")

in its capacity as Court-Appointed Receiver over the lands and premises set out on Schedule "A" attached hereto and not in its personal or corporate capacity

(the **"Vendor"**)

and

1604706 Ontario Inc

(the **"Purchaser"**)

RECITALS:

A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated December 6, 2023, (the "**Appointment Order**") RSM Canada Limited was appointed as Receiver over the lands legally described in Schedule "A" attached hereto, effective December 22, 2023;

B. Pursuant to the Substitution Order of the Ontario Court of Justice (Commercial List) dated March 1, 2024, (the "**Substitution Order**") the Receiver's name was substituted in the place of the name of RSM Canada Limited;

C. The Vendor desires to sell and the Purchaser desires to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties covenant and agree as follows:

SECTION 1 - INTERPRETATION

1.1 Definitions

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

(a) "**Acceptance Date**" means the date that this Agreement is executed and delivered by the Parties;

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

(b) **"Agent"** shall mean Colliers Macaulay Nicolls Inc.;

(c) **"Agreement"** means this Agreement of Purchase and Sale, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;

(d) **"Applicable Laws"** means, with respect to the Purchased Assets or to any Person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Person, property, transaction or event;

(e) "**Assumed Liabilities**" has the meaning ascribed to it in Section 2.10.

(f) **"Business Day"** means a day on which banks and the Land Registry Office for the City of Toronto are open for business but does not include a Saturday, Sunday, or statutory holiday in the Province of Ontario;

(g) Intentionally deleted.

(h) **"Claim"** means any claim, demand, action, cause of action, damage, loss, cost, liability or expense (including legal fees on a substantial indemnity basis) and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

(i) **"Closing"** means the successful completion of the Transaction;

(j) **"Closing Date"** means the date which is three (3) days immediately following the date upon which the Approval and Vesting Order is granted, or the next Business Day, as applicable, or such other date as the Parties may mutually agree upon;

(k) Intentionally deleted.

(l) "**Court**" means the Court defined in the first recital of this Agreement;

(m) Intentionally deleted.

(n) **"Data Room"** means the electronic data room established by or on behalf of the Vendor containing documents related to the Purchased Assets for review by the Purchaser;

(o) Intentionally deleted.

(p) Intentionally deleted.

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

(q) **"Debtor or Debtors"** means all or any one of Kings Townhomes Limited (formerly Conacher Kingston Holdings Inc.) and 5004591 Ontario Inc.;

(r) "**Deposit**" has the meaning ascribed to it in Section 2.5;

(s) **"Encumbrance"** means any mortgage, charge, pledge, hypothecation, security interest, trust, deemed trust (statutory or otherwise) assignment, lien (statutory or otherwise), Claim, title retention agreement or arrangement, restrictive covenant, rights of way, easements, encroachments, reserves, or other encumbrance of any nature or any other arrangement or condition which, in substance, secures payment or performance of an obligation;

(t) "**Environmental Condition**" has the meaning ascribed to it in Section 2.2(a).

(u) **"Environmental Laws"** means all Applicable Laws concerning pollution or protection of the natural environment or otherwise relating to the environment or health or safety matters, including Applicable Laws pertaining to (i) reporting, licensing, permitting, investigating and remediating the presence of Hazardous Materials, and (ii) the storage, generation, use, handling, manufacture, processing, transportation, treatment, release and disposal of Hazardous Materials including without limiting the generality of the foregoing the following any written policies and guidelines and directives, administrative rulings or interpretations, that are in effect and applicable to the Vendor or the Property on the Closing Date, as well as the common law and any judicial or administrative order, consent decree or judgment that is in effect and applicable to the Vendor or the Property on the Closing Date, that relates to pollution or the protection of the environment, including, without limitation, the *Atomic Energy Control Act* (Canada), the *Canadian Environmental Protection Act* (Canada), the *Pest Control Products Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario), the *Ontario Water Resources Act* (Ontario) and the *Occupational Health & Safety Act* (Ontario), and the regulations and guidelines promulgated pursuant thereto or issued by any Government Authority in respect thereof, and equivalent or similar local and provincial ordinances and statutory programs and the regulations and guidelines promulgated pursuant thereto.

(v) "**Ereg**" has the meaning ascribed to it in Section 5.7;

(w) **"ETA"** means the *Excise Tax Act* (Canada), as it may be amended from time to time;

(x) **"Excluded Assets"** means the assets, if any, listed in Schedule "C";

(y) **"Final Order"** means, in respect of any order, such order after i) the expiry of applicable appeal periods; or (ii) in the event of an appeal or application

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

for leave to appeal or to stay, vary, supersede, set aside or vacate such order, final determination of such appeal or application by the applicable court or apelet tribunal;

(z) "**Governmental Authority**" means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the Transaction or one or both of the Parties and shall include a board, commission, courts, bureau, agency or any quasi-governmental or private body exercising any regulatory authority including an association of insurance underwriters;

(aa) "**Hazardous Materials**" means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Governmental Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health or safety matters;

(bb) "**HST**" means all goods and services taxes and harmonized sales tax payable under the ETA;

(cc) "**Land Transfer Tax**" means all the taxes payable under the *Land Transfer Tax Act* (Ontario) and any other applicable provincial or municipal land transfer tax legislation, including all registration fees, license fees, and other like charges payable upon a transfer of real property, together with interest, penalties and additions thereto;

(dd) "**Leases**" means any leases with any tenants relating to the Property;

(ee) Intentionally deleted.

(ff) "**Liabilities**" means all costs, expenses, charges, debts, liabilities, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise, liquidated or unliquidated under or in respect of any contract, agreement, arrangement, lease, commitment or undertaking, Applicable Law and Taxes.

(gg) "**Parties**" means the Vendor, the Purchaser and any other Person who may become a party to this Agreement. "**Party**" means any one of the foregoing;

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

(hh) "**Permits**" means all permits, licenses and applications that may have been issued or applied for in the name of the Debtor and/or the Vendor in connection with the servicing and/or development of the Property;

(ii) "**Permitted Encumbrances**" means those Encumbrances listed in Schedule "B" attached hereto;

(jj) "**Person**" means an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity;

(kk) "**Plans**" means all plans and documentation in the possession or control of the Vendor relevant to the development of the Property including, without limitation, any project documents, engineering drawings, architectural plans and working drawings, landscaping plans, reports, project documents other documentation prepared to illustrate or define a particular aspect of the development of the Property, in each instance, to the extent forming part of the Data Room created by the Vendor in respect of the Transaction;

(ll) "**Property**" means the real property described in Schedule "A" attached hereto;

(mm) "**Property Documents**" means the documents in the Data Room;

(nn) "**Purchaser Closing Conditions**" has the meaning ascribed to it in Section 4.1;

(oo) "**Purchase Price**" shall have the meaning ascribed to it in Section 2.4. For greater certainty, the Purchase Price shall be exclusive of Transfer Taxes and any other taxes payable as a result of or in connection with the Transaction;

(pp) "**Purchaser's Solicitors**" means the law firm of •;

(qq) "**Purchased Assets**" means those assets being the lands which are the subject of this Agreement;

(rr) "**Receiver**" has the meaning described thereto in the Recitals;

(ss) "**Reports**" means collectively any written reports or documents received or obtained by the Receiver from any third party regarding any aspect of the Property;

(tt) "**Rights**" has the meaning ascribed to it in Section 2.13;

(uu) "**Sale Procedure**" means the sale procedure attached hereto as Schedule "D", with such amendments as are satisfactory to the Receiver;

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

(vv) Intentionally deleted.

(ww) **"Successful Bid"** has the meaning given to it in the Sale Procedure;

(xx) **"Successful Bidder"** has the meaning given to it in the Sale Procedure;

(yy) **"Transaction"** means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;

(zz) **"Transfer Taxes"** means all HST, Land Transfer Tax, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated together with interest, penalties and additional amounts imposed with respect thereto;

(aaa) Intentionally deleted.

(bbb) "**Vendor Closing Conditions**" has the meaning ascribed to it in Section 4.3;

(ccc) "**Vendor's Solicitor**" means the law firm of Garfinkle Biderman LLP;

(ddd) **"Approval and Vesting Order"** means the order of the Court approving the sale by the Receiver to the Purchaser of the Subject Assets and vesting all rights, title and interest of the Subject Assets in favour of the Purchaser free and clear of all Encumbrances (other than Permitted Encumbrances) (in a form to be agreed upon by the parties);

(eee) **"Vesting Order Motion"** means a motion by the Receiver seeking the granting of the Approval and Vesting Order; and

(fff) "**Work Orders**" means any work orders, deficiency notices, outstanding building permits, orders, or requirements to comply with any Applicable Laws or issued by any Governmental Authorities.

1.2 Interpretation Not Affected by Headings, etc.

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

1.3 Extended Meanings

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



Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

1.4 Schedules

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

Schedule "A"	Property
Schedule "B"	Permitted Encumbrances
Schedule "C"	Excluded Assets
Schedule "D"	Sale Procedure

SECTION 2 — SALE AND PURCHASE AND ASSIGNMENT

2.1 Sale and Purchase of Purchased Assets

On the Closing Date, subject to the terms and conditions of this Agreement, the Vendor shall sell and the Purchaser shall purchase the Purchased Assets and the Purchaser shall assume the Assumed Liabilities, all in accordance with and pursuant to the terms hereof and the Approval and Vesting Order. The Purchaser acknowledges that it is not purchasing any other property or assets of the Debtor other than the Purchased Assets.

2.2 "As is, Where is"

The Purchaser acknowledges and agrees that:

(a) the Vendor is selling and the Purchaser is purchasing the Purchased Assets on an "as is, where is" basis subject to whatever defects, conditions, impediments, Hazardous Materials or deficiencies which may exist on the Closing Date, including, without limiting the generality of the foregoing, any latent or patent defects in the Purchased Assets. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to any matter including, title, encumbrances, description, fitness for purpose or use, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, zoning, permitted uses, permits, compliance with Applicable Laws of Government Authorities, threatened claims, litigation, the existence or non-existence of Hazardous Materials flowing onto or from the Property or any part thereof, or in the air, surface or ground water flowing through, onto or from the Property, or any part thereof, any non-compliance with Environmental Laws including any adverse matters contained in the Reports (the "**Environmental Condition**"), compliance with any or all Environmental Laws, or in respect of any other matter or thing whatsoever concerning the Purchased Assets, or the right of the Vendor to sell or assign same save and except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario)

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

or similar legislation do not apply hereto and are hereby waived by the Purchaser. The descriptions of the Purchased Assets set out in this Agreement or in the Property Documents are for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the completeness or accuracy of such descriptions. The Purchaser further acknowledges that the Property Documents and all other written and oral information (including, without limitation, any analyses, financial information and projections, compilations, studies and the Plans) obtained by the Purchaser from the Vendor or the Agent with respect to the Purchased Assets or otherwise relating to the Transaction has been provided for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendor shall not be under any obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser's responsibility to take possession of the Purchased Assets.

(b) notwithstanding any statutory provisions to the contrary, the Purchaser has no right to submit requisitions on title or in regard to any outstanding Work Orders, and the Purchaser shall accept the title to the Property subject to the Permitted Encumbrances and the Environmental Condition.

(c) the various parties who prepared the Property Documents may have restricted the use thereof to the Debtor only, in their respective retainers with the Debtor and any purported conveyance of any of the Property Documents by the Vendor to the Purchaser may be subject to such limitations.

(d) Without limiting the generality of this Section 2.2, the Purchaser acknowledges and agrees that the parties have expressly agreed to exclude from this Agreement all express or implied representations and warranties with respect to the following matters:

(i) the compliance of the Property with Applicable Laws, by-laws or regulations including without limitation, municipal zoning by-laws and regulations;

(ii) any easements, rights of way, instruments, documents, agreements or other registered or unregistered interest in the Property which impacts the use, enjoyment, income or development opportunities connected with the Property;

(iii) that the present use or any future use of the Purchased Assets intended by the Purchaser is or will be lawful or permitted;

(iv) the execution, good standing, validity, binding effect or enforceability of the Permitted Encumbrances;

(v) that the Vendor has any right, title or interest in any goodwill associated with the Purchased Assets, or the use of any name associated with the operation of the Purchased Assets;

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

(vi) the description, title, condition, value, state of repair and fitness for any purpose of the Purchased Assets; and

(vii) the compliance of the Property with Environmental Laws, Reports or the existence or non-existence of Hazardous Materials, environmental, soil or water contamination or pollution on or about the Property, or otherwise with respect to the environmental condition of the Property;

(e) the Property Documents and any assets lists, information packages and other material concerning the Purchased Assets or the sale thereof provided by or on behalf of the Vendor and the Agent have been prepared solely for the convenience of the Purchaser and are not warranted or represented to be complete or accurate and are not part of this Agreement (unless specifically provided in such material) and the descriptions of the Purchased Assets provided to the Purchaser are for the purposes of identification only, no conditions, warranty or representation has been or will be given by the Vendor concerning the accuracy, completeness or any other matter concerning such descriptions;

(f) the Vendor is entering into this Agreement solely in its capacity as Receiver of the Property pursuant to the Appointment Order and not in its personal or other capacity and the Vendor and its agents (including the Vendor's Solicitors), officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith;

(g) save as to any valid objection to title made in respect of matters arising after the Acceptance Date, the Purchaser shall be conclusively deemed to have accepted the title to the Property and to have accepted the Property subject to the Permitted Encumbrances and the Environmental Condition and subject to all Applicable Laws, by-laws and regulations affecting its use. If any valid objection to title expressly permitted herein is made by the Purchaser prior to the Closing Date, which the Vendor is unwilling or unable to remove, remedy, or satisfy and which the Purchaser will not waive or is not satisfied by title insurance, then the Receiver may terminate this Agreement by notice to the Purchaser, whereupon, except as herein expressly set forth, the Deposit without interest accrued thereon shall be forthwith returned to the Purchaser in accordance with and subject to the terms in Section 2.5 and 2.12 each of the Purchaser and the Receiver shall be released from all obligations under this Agreement;

(h) the Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such of the foregoing as are in the possession or control of the Receiver;

(i) the Purchaser acknowledges that, the Vendor has provided the Purchaser access to the Data Room and that the Purchaser has had sufficient opportunity to review, and has satisfied itself with respect to, the Property Documents. If for any reason the transaction is not completed, the Purchaser shall forthwith return the Property Documents, and delete any electronic copies of them in its possession or control. The Vendor makes no representation or warranty, express or implied, as to the

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

accuracy or completeness of any information contained in any of the Property Documents; and

(j) in entering into this Agreement, the Purchaser has relied and will rely entirely and solely upon its own inspections and investigations with respect to the Property and the Purchased Assets, including the physical condition and the Environmental Condition of the Purchased Assets including compliance with Applicable Laws and has relied solely upon its own judgement resulting from doing so and has not relied and will not rely on any information, written or oral, furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor including the Agent, including with respect to value of the Purchased Assets, the development potential of the Property, adequacy, marketability, quantity, location, condition, quality, fitness or state of repair. The information in the Data Room and description of the Purchased Assets in any marketing material, listing information, and any like material delivered or made available by the Vendor and/or the Agent, the Vendor's agents or any other party on its behalf to the Purchaser or its representatives are believed to be correct, but if any misstatement, error, inaccuracy or omission (collectively the "**Inaccuracies**") is found in the them, the Purchaser shall not be entitled to any abatement, damages, reimbursement, costs or to termination of this Agreement as a result of them and the Purchaser releases the Vendor and its agents from any Claims the Purchaser had, has or may have as a result of such Inaccuracies.

2.3 Permitted Encumbrances

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

2.4 Purchase Price Two Million Three Hundred Fifty

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets (the "**Purchase Price**") shall be an amount of $ 2,350,000 ocated as set out in paragraph 2.7.

2.5 Deposit

The Parties acknowledge and agree that the sum of $ 2,35,000, being ten (10%) percent of the Purchase Price (the "**Deposit**") has been delivered by the Purchaser to the Vendor's solicitor in trust upon submission by the Purchaser of an executed copy of the Agreement to the Vendor. The Deposit shall be held in a non-interest bearing account of a Canadian chartered bank or trust company, in trust and to be disbursed in accordance with the following provisions:

(a) if the purchase and sale of the Purchased Assets is completed on the Closing Date, then the Deposit shall be released from trust and applied towards payment of the Purchase Price;

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

(b) if the purchase and sale of the Purchased Assets is not completed on the Closing Date for any reason other than the default of the Purchaser hereunder, then the Deposit shall, subject to any Claim by the Vendor for damages under Section 2.12(d) herein, be released from trust and paid to the Purchaser in full satisfaction of all Claims incurred by the Purchaser as a result of such non-completion; or

(c) if the purchase and sale of the Purchased Assets is not completed on the Closing Date as a result of the Purchaser's default hereunder, then the Deposit shall be forfeited to the Vendor and released from trust as liquidated damages and not as a penalty and paid to the Vendor without prejudice to the Vendor's rights to reimbursement on account of any Claim of the Vendor against the Purchaser as a result of such failure and the Vendor shall be entitled to pursue all of its rights and remedies against the Purchaser, including the resale of the Purchased Assets. Upon any such resale, the Purchaser shall pay to the Vendor: (i) an amount equal to the amount, if any, by which the Purchase Price under the Agreement exceeds the net purchase price received by the Vendor pursuant to such resale (net of any commissions and costs and expenses incurred to effect the completion of such resale including legal costs on a full indemnity basis), and (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of the Transaction or occasioned by the Purchaser's failure to comply with this Agreement.

2.6 Payment of Purchase Price

The Purchase Price shall be paid and satisfied as follows:

(a) on Closing, the Deposit shall be released from trust and credited against the Purchase Price in accordance with Section 2.5(a); and

(b) on Closing, the Purchase Price, subject to adjustments and minus the amount paid to the Vendor pursuant to Section 2.6(a), shall be paid to the Vendor or as the Vendor may direct in writing by way of wire transfer using the Large Value Transfer System.

2.7 Intentionally deleted.

2.8 Adjustment of Purchase Price

(1) The Purchase Price shall be adjusted as of the Closing Date in accordance with the terms of this Agreement for any property taxes (including interest thereon, if applicable), utilities and any other items which are usually adjusted in purchase transactions involving assets similar to the Purchased Assets in the context of a Court supervised sale (the "**Adjustments**"). The Receiver shall prepare a statement of adjustments and deliver same to the Purchaser for its approval by no later than 3 Business Days prior to the Closing Date. If the amount of any Adjustments required to be made pursuant to this Purchase Agreement cannot be reasonably determined as

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

of the Closing Date, an estimate shall be made by the Vendor as of the Closing Date based upon the best information available to the Vendor at such time. When such cost or amount is determined, the Vendor or Purchaser, as the case may be, shall, within 30 days of determination, provide a complete statement thereof to the other and within 30 days thereafter the Vendor and the Purchaser shall make a final adjustment as of the Closing Date for the item in question. In the absence of agreement by the Parties the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Vendor and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the Parties. All re-adjustments shall be requested in a detailed manner on or before the 60th day after the Closing Date, after which time neither party shall have any right to request re-adjustment.

(2) Other than as provided for in this section 2.8, there shall be no Adjustments to the Purchase Price.

2.9 Excluded Liabilities

Other than the Assumed Liabilities, the Purchaser shall not assume and shall not be liable for any other Liabilities of the Vendor or the Debtor.

2.10 Assumed Liabilities

From and after Closing, the Purchaser shall assume and be liable for the Assumed Liabilities. The Assumed Liabilities shall consist only of the Liabilities incurred under or in respect of:

(a) Permitted Encumbrances;

(b) the use of the Purchased Assets from and after the Closing Date to the extent relating to periods from and after the Closing Date; and

(c) the Environmental Condition, and any and all Liabilities for the remediation of the soil and groundwater in, on, over, under or flowing through, onto or from the Property or any part thereof.

(the foregoing being the "**Assumed Liabilities**").

2.11 Taxes

In addition to the Purchase Price, the Purchaser or the beneficial owner of the Property if different from the Purchaser shall pay all applicable Transfer Taxes exigible in connection with the purchase and sale of the Purchased Assets, including, without limitation, HST and Land Transfer Tax.

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

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

the Closing Date.

The Purchaser shall deliver, prior to Closing, a certificate in form prepared by the Vendor acting reasonably certifying that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the Transaction. The Purchaser's certificate shall also include certification of the Purchaser's prescription and/or registration as the case may be, and the Purchaser's HST registration number together and the Purchaser shall indemnify and hold harmless the Vendor from and against any and all Claims, HST, penalties, costs and any interest that may become payable by or assessed against the Vendor for all Transfer Taxes arising out of, related to or connected in any way with the Property or this Transaction. If the Purchaser shall fail to deliver its certificate, then the Purchaser shall tender to the Vendor at Closing, in addition to the balance due on Closing, an amount equal to the HST that the Vendor shall be obligated to collect and remit in connection with the Transaction.

2.12 Inspections

The Vendor will permit the Purchaser, its consultants, agents and representatives to carry out, at the Purchaser's sole expense and risk, such investigations, soil tests, and environmental audits as the Purchaser, acting reasonably, may deem necessary with respect to the Property, subject to and conditional upon the following terms and conditions:

(a) any invasive testing shall require the Vendor's written approval prior to such testing;

(b) the Purchaser shall provide at least two Business Days' notice to the Vendor of any such tests and inspections and the Vendor will be entitled to have a representative present during all such tests and inspections;

(c) all soil tests or environmental audits shall be coordinated with the Vendor;

(d) any damage to the Property caused by such tests and inspections will be promptly repaired by the Purchaser and the Purchaser will indemnify and save the Vendor harmless from all Claims which the Vendor may suffer as a result of the said tests and inspections or any other breach of this Section by the Purchaser; and

(e) prior to entering the Property to conduct the Purchaser's tests and investigations, the Purchaser shall deliver (or shall cause its representatives completing the Purchaser's investigations on its behalf to deliver) to the Vendor evidence of liability insurance coverage for at least $2,000,000.

The Purchaser agrees that the Vendor shall be entitled to deduct from the Deposit the amount of any Claims which the Vendor may suffer as a result of a breach of this Section 2.12 by the Purchaser. To the extent that the Purchaser commissions any reports in connection with its tests and investigations of the Property, copies of all such reports shall be delivered to the Vendor at no cost to the Vendor within three (3) Business Days of issuance.

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

2.13 Non-Transferable and Non-Assignable Purchased Assets

To the extent that any of the Purchased Assets to be transferred to the Purchaser on the Closing, or any Claim, right or benefit arising under or resulting from such Purchased Assets (collectively, the "**Rights**") is not capable of being transferred without the approval, consent or waiver of any third Person, or if the transfer of a Right would constitute a breach of any obligation under, or a violation of, any Applicable Law unless the approval, consent or waiver of such third Person is obtained, then, except as expressly otherwise provided in this Agreement and without limiting the rights and remedies of the Purchaser contained elsewhere in this Agreement, this Agreement shall not constitute an agreement to transfer such Rights unless and until such approval, consent or waiver has been obtained. After Closing and for a period of sixty (60) days following Closing, the Vendor shall:

(a) maintain its existence and hold the Rights in trust for the Purchaser;

(b) comply with the terms and provisions of the Rights as agent for the Purchaser at the Purchaser's cost and for the Purchaser's benefit;

(c) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser; and

(d) enforce, at the reasonable request of the Purchaser and at the expense and for the account of the Purchaser, any rights of the Vendor arising from such Rights against any third Person, including the right to elect to terminate any such Rights in accordance with the terms of such Rights upon the written direction of the Purchaser.

In order that the full value of the Rights may be realized for the benefit of the Purchaser, the Vendor shall, at the request and expense and under the direction of the Purchaser, in the name of the Vendor or otherwise as the Purchaser may specify, take all such action and do or cause to be done all such things as are, in the reasonable opinion of the Vendor, necessary or proper in order that the obligations of the Vendor under such Rights may be performed in such manner that the value of such Rights is preserved and enures to the benefit of the Purchaser. To the extent that such approval, consent or waiver has not been obtained by the 60th day following the Closing, such Right shall be deemed to be an excluded Purchased Asset and the Vendor may terminate any agreement pertaining to such Right unless otherwise agreed to by the Parties. The Purchaser shall indemnify and hold the Vendor harmless from and against any Claim under or in respect of such Rights arising because of any action of the Vendor taken in accordance with this Section.

2.14 Intentionally deleted.

2.15 Approval and Vesting Order

(a) The Receiver and the Purchaser acknowledge that:

i. this Agreement is subject to Court approval; and

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

ii. closing of the Transaction is subject to this Agreement being determined by the Receiver to be the Successful Bid pursuant to the Sale Procedure and to the issuance of the Approval and Vesting Order.

(b) If this Agreement is determined to be the Successful Bid (as defined in the Sale Procedure) pursuant to the Sale Procedure, the Receiver shall use its commercially reasonable efforts to promptly thereafter file and serve the Vesting Order Motion on notice to the necessary parties.

(c) If the Purchaser is the Successful Bidder (as defined in the Sale Procedure), the Purchaser shall provide all information if any, and take any such actions as may be reasonable requested by the Receiver to assist the Receiver in obtaining the Approval and Vesting Order and any other order of the Court reasonably necessary to consummate the Transaction.

(d) From and after the Acceptance Date, the Receiver shall provide such prior notice as may be reasonable under the circumstances before filing any materials with the Court that relate, in whole or in part, to this Agreement, the Purchaser, or the Approval and Vesting Order and shall consult in good faith with the Purchaser regarding the content of such materials prior to any such filing (provided that the Receiver shall not be obligated to incorporate the comments of the Purchaser and do any such filings).

2.16 Closing Certificate

The parties hereto acknowledge and agree that the Receiver shall be entitled to file with the Court a certificate, substantially in the form attached to the Approval and Vesting Order (the "**Closing Certificate**") upon receiving written confirmation from the Purchaser that all conditions to close under this Agreement have been satisfied or waived. The Receiver shall have no liability to the Purchaser or any other person as a result of filing the Closing Certificate.

2.17 Receiver's Capacity

The Purchaser acknowledges and agrees that in all matters pertaining to the Sale Procedure, this Agreement, including in its execution, the Receiver has acted and is acting solely in its capacity as Receiver and manager of the Property pursuant to the Appointment Order and not in its personal, corporate or any other capacity and the Receiver and its agents, officers, directors, employees and representatives will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith.

SECTION 3 - REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Covenants

The Purchaser covenants and agrees that it will, effective on and after the Closing Date, assume and be fully responsible for:

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

(a) all obligations which are to be observed or performed from and after completion of this Transaction under the Permitted Encumbrances; and

(b) the Assumed Liabilities and any other obligations and liabilities assumed by the Purchaser as provided for by this Agreement.

3.2 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Vendor, which representation and warranties the Vendor is relying upon, that:

(a) the Purchaser is and will be as of Closing, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Purchased Assets;

(b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;

(c) no consent or approval of or registration, declaration or filing with any Government Authority is required for the execution or delivery of this Agreement by the Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of any of its obligations hereunder;

(d) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained herein;

(e) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Purchaser to enter into this Agreement or to consummate the Transaction and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success;

(f) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as of Closing, duly and validly executed and delivered by the Purchaser and constitute or will, as of Closing, constitute legal, valid and binding obligations of the

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof;

(g) the Purchaser is not a non-Canadian person as defined in the *Investment Canada Act*;

(h) The Purchaser has now and will have on the Closing Date the financial resources to complete this transaction in accordance with the terms of this Agreement; and

(i) the Purchaser is registered or will be registered on Closing under Part IX of the ETA.

3.3 Record of Site Condition in the Environmental Registry

If at any time following Closing the Purchaser, in its sole discretion, elects to file a Record of Site Condition ("**RSC**") in respect of any Property, then the following clause will be deemed to have formed part of this Agreement as at the time of execution hereof, in respect only of the Property for which the RSC is filed:

"The Purchaser covenants and agrees that following the Closing, it shall file, at its sole cost and expense, a Record of Site Condition in the Environmental Registry as contemplated under s.168.4 of the Environmental Protection Act for the Property."

On Closing, the Purchaser shall deliver an indemnity in favour of the Vendor in which it agrees to indemnify and save the Vendor harmless from any and all Claims incurred by the Vendor in the event the Purchaser fails to make such filings.

3.4 Receiver's Representations

The Receiver represents and warrants to the Purchaser as follows:

(a) the Receiver has been duly appointed as the receiver of the Purchased Assets pursuant to the Appointment Order and has full right, power and authority, subject to obtaining the Approval and Vesting Order prior to Closing, to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order; and

(b) the Receiver is not a non-resident of Canada for purposes of Section 116 of the *Income Tax Act* (Canada).

3.5 Survival of Representations, Warranties and Covenants

The representations, warranties, agreements and covenants made by the Purchaser herein or in any other agreement, certificate or instrument delivered by the Purchaser to the Vendor pursuant to this Agreement shall survive the Closing, and notwithstanding the Closing, shall continue in full force and effect for the benefit of the Vendor, without limitation.

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

SECTION 4 — CONDITIONS

4.1 Purchaser Closing Conditions

The obligation of the Purchaser to complete the Transaction is subject to the following conditions precedent being fulfilled or performed at or prior to the Closing Date (the "**Purchaser Closing Conditions**"):

(a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;

(b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at Closing all the documents contemplated in Section 5.3 or elsewhere in this Agreement;

(c) intentionally deleted;

(d) the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction; and

(e) the Receiver shall have determined in accordance with the Sale Procedure that this Agreement is the Successful Bid.

The Purchaser Closing Conditions are for the exclusive benefit of the Purchaser. Any Purchaser Closing Condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

4.2 Purchaser Closing Conditions Not Fulfilled

If any Purchaser Closing Condition has not been fulfilled at or prior to Closing, then the Purchaser in its sole discretion may, either:

(a) terminate this Agreement by notice to the Vendor, in which event the Purchaser shall be released from its obligations under this Agreement and the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof; or

(b) waive compliance with any such Purchaser Closing Condition, without prejudice to its right of termination in the event of non-fulfillment of any other Purchaser Closing Condition.

4.3 Vendor Closing Conditions

The obligation of the Vendor to complete the Transaction is subject to the following

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

conditions being fulfilled or performed at or prior to the Closing Date (the "**Vendor Closing Conditions**"):

(a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;

(b) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated in Section 5.2 or elsewhere in this Agreement;

(c) there shall be no litigation or proceedings pending against the Vendor, in respect of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper;

(d) The Receiver shall have determined in accordance with the Sale Procedure that this Agreement is the Successful Bid; and

(e) On the closing date, the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction.

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

4.4 Vendor Closing Conditions Not Fulfilled

If any Vendor Closing Condition shall not have been fulfilled at or prior to Closing, then the Vendor in its sole subjective discretion may, without limiting any rights or remedies available to the Vendor at law or in equity, either:

(a) terminate this Agreement by notice to the Purchaser in which event the Vendor shall be released from all obligations under this Agreement and, unless the Vendor Closing Condition that was not fulfilled was the Vendor Closing Condition contained in Section 4.3(c), the Deposit shall be retained by the Vendor in accordance with the provisions of Section 2.5 hereof; or

(b) waive compliance with any such Vendor Closing Condition without prejudice to its right of termination in the event of non-fulfillment of any other Vendor Closing Condition.

4.5 Approval and Vesting Order

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

The obligations of the Vendor and the Purchaser hereunder are subject to the mutual condition that the Vesting Order shall have been made by the Court on a date to be determined by the Receiver approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Debtor in the Purchased Assets free and clear of all Encumbrances, other than the Permitted Encumbrances. The Parties hereto acknowledge that the foregoing condition has been inserted for the mutual benefit of the Parties and is incapable of waiver. In the event that said condition has not been fulfilled by the aforesaid date, the Transaction shall automatically be deemed to be null and void and of no further force and effect as of said date and provided that the Purchaser is not in default of its obligations hereunder, the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof. The Parties further acknowledge that the Application to the Court for the Vesting Order will be made as soon as reasonably practical after the binding Agreement is entered into by the Parties.

SECTION 5 — CLOSING

5.1. Closing

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

5.2. Purchaser's Deliveries on Closing

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

(a) payment of the Purchase Price;

(b) a certificate, dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;

(c) an acknowledgement dated as of the Closing Date, that each of the Purchaser Closing Conditions have been fulfilled, performed or waived as of the Closing Date;

(d) assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;

(e) the certificate and indemnity provided for under Section 2.11;

(f) an undertaking to re-adjust any item on or omitted from the statement of adjustments subject to 60 day limitation period in Section 2.8;

(g) an environmental release and indemnity indemnifying and holding the

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

Vendor harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "**Damages**") suffered or incurred by the Vendor, directly or indirectly, as a result of or in connection with any of the following, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:

(i) the presence, release, or the threat of a release of any Hazardous Materials in, on or under the Property;

(ii) the presence of any Hazardous Materials in, on or under properties adjoining or proximate to the Property;

(iii) any other environmental matters relating to the Property;

(iv) the breach of any Environmental Laws applicable to the Property;

(v) the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Purchaser;

(vi) the Environmental Condition; or

(vii) the Indemnity provided for in Schedule 3.3; and

(h) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

5.3 Vendor's Deliveries on Closing

(a) On or before the Closing, the Vendor shall execute and deliver to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

(i) statement of adjustments;

(ii) an acknowledgement dated as of the Closing Date, that each of the Vendor Closing Conditions have been fulfilled, performed or waived as of the Closing Date;

(iii) an assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;

(iv) assignment of all Leases;

(v) the Approval and Vesting Order; and

(vi) such further and other documentation as is referred to in this

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

(b) Upon the completion of the deliveries pursuant to Section 5.2 and 5.3(a), the Vendor shall immediately file a certificate with the Court (the "**Receiver's Certificate**") that the Transaction has been completed and title to the Property shall vest in the Purchaser effective immediately upon the filing with the Court of the Receiver's Certificate and shall deliver to the Purchaser a copy of same.

5.4 Risk

The Purchased Assets shall be and remain at the risk of the Vendor until Closing. From and after Closing, the Purchased Assets shall be at the risk of the Purchaser. In the event that the Purchased Assets shall be damaged prior to Closing, then the Vendor shall advise the Purchaser in writing within twenty-four (24) hours of the Vendor learning of same. In the event that the Purchased Assets shall be materially damaged prior to Closing then the Vendor shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement by notice, in writing, to the Purchaser and in such event the Parties hereto shall be released from all obligations and liabilities hereunder. If the Vendor shall not elect to terminate this Agreement as set out above, then the Transaction shall be completed in accordance with the terms and conditions hereof and the Purchaser shall be entitled to all proceeds of insurance payable in respect thereof, if any.

5.5 Termination

If either the Vendor or the Purchaser validly terminates this Agreement pursuant to the provisions of Sections 4.2, 4.4, 4.5 or 5.4:

(a) all the obligations of both the Vendor and Purchaser pursuant to this Agreement shall be at an end; and

(b) the Purchaser shall have no right to specific performance or any other remedy against, or any right to recover on account of any Claim it may have from, the Vendor.

5.6 Breach by Purchaser

If all of the Purchaser Closing Conditions have been complied with or waived by the Purchaser and the Purchaser fails to comply with the terms of this Agreement, the Vendor may by notice to the Purchaser elect to treat this Agreement as having been repudiated by the Purchaser. In addition, the Purchaser shall pay to the Vendor, on demand, the deficiency, if any, arising upon such resale (after deducting the expenses of resale) together with interest and all other damages or charges occasioned by or resulting from the default by the Purchaser.

5.7 Electronic Registration

In the event that a system for electronic registration ("**Ereg**") is operative and mandatory

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

in the applicable land registry office, the Purchaser agrees to cause all necessary procedures to be taken, as may be required by the Vendor or the Vendor's solicitors, to complete the Transaction using Ereg in accordance with the Law Society of Ontario's (the "**LSO**") guidelines. If Ereg is operative on the Closing Date, (i) the Purchaser agrees to use a lawyer authorized to use Ereg and who is in good standing with the LSO, (ii) the Purchaser's solicitors will enter into the Vendor's solicitors' standard form of escrow closing agreement or document registration agreement, which will establish the procedures for closing the Transaction provided same are in accordance with LSO guidelines, and (iii) if the Purchaser's solicitors are unwilling or unable to complete the Transaction using Ereg, then the Purchaser's solicitors must attend at the Vendor's solicitors' office or at another location designated by the Vendor's solicitors at such time on Closing as directed by the Vendor's solicitors to complete the Transaction using Ereg utilizing the Vendor's solicitors' computer facilities, in which event, the Purchaser shall pay to the Vendor's solicitors a reasonable fee therefor.

SECTION 6 - GENERAL

6.1. Further Assurances

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

6.2. Notice

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

in the case of the Purchaser, as follows:

Attention:
Telephone No:
Email:

and in the case of the Vendor, as follows:

TDB Restructuring Limited, Court-Appointed
Receiver of 5004591 Ontario Inc.
11 King Street West
Suite 700, PO Box 27
Toronto, ON M5H 4C7

Attention: Arif Dhanani
Email: adhanani@tdbadvisory.ca

with a copy to:

Garfinkle Biderman LLP

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

801-1 Adelaide Street East
Toronto, ON M5C 2V9

Attention: Avrom W. Brown
Email: abrown@garfinkle.com

and a copy to:

Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1

Attention: Steve Keyzer
Email: steve.keyzer@colliers.com

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

6.3. Time

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

6.4. Currency

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

6.5. Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, provided that the Purchaser shall not assign the benefit of this Agreement without the prior written consent of the Vendor; provided the Purchaser may assign its rights and obligations under this Agreement to an "affiliate" of the Purchaser (as such term is defined in the *Business Corporations Act* (Ontario)), provided that the Purchaser remains liable, jointly, with such affiliate for all the obligations of the Purchaser hereunder. To the extent that any such assignment occurs, this Agreement and all provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6.6. Amendments and Waiver

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

may consent to any such amendment at any time prior to the Closing with the prior authorization of their respective boards of directors.

6.7. Entire Agreement

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

6.8. Paramountcy

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

6.9. Severability

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

6.10. Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

6.11. Commission

The Vendor shall be responsible for any commissions to the Agent. Any other commissions payable to any other party shall be the responsibility of the Purchaser.

6.12. Certain Words

In this Agreement, the words "including' and "includes" means "including (or includes) without limitation", and "third party" means any Person who is not a Party.



Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

6.13. Statutory References

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

6.14. Actions to be Performed on a Business Day

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

6.15. No Registrations

The Purchaser hereby covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, or any other document providing evidence of this Agreement against title to the Property. Should the Purchaser be in default of its obligations under this Section, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement, caution, certificate of pending litigation or other document providing evidence of this Agreement or any assignment of this Agreement from the title to the Property and the Purchaser shall be deemed to be in default of its obligations hereunder. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in law to cause the removal of such notice of this Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property. The Purchaser acknowledges and agrees that until Closing, the Purchaser has no interest in the Property whatsoever, notwithstanding anything to the contrary herein.

6.16. Strict Construction

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

6.17. No Third Party Beneficiaries

This Agreement shall be binding upon and enure solely to the benefit of each of the Parties hereto and its permitted assigns and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no person or entity shall be regarded as a third party beneficiary of this Agreement. Each of the Parties agrees that all provisions of this Agreement, and all provisions of any and all documents and security delivered in connection herewith, shall not merge and except where otherwise expressly stipulated herein, survive the closing of the Transaction.

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

6.18. Planning Act

This Agreement is entered into subject to the express conditions that it is to be effective only if the provisions of Section 50 of the *Planning Act* (Ontario) and amendments, are complied with.

6.19. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

6.21 Expenses

Each Party shall be responsible for its own legal and other expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transaction and for the payment of any broker's commission, finder's fee or like payment payable by it in respect of the purchase and sale of the Purchased Assets pursuant to this Agreement.

(Remainder of this page intentionally left blank)

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

6.22 Announcements

Except as required by law including applicable regulatory and stock exchange requirements, all public announcements concerning the Transaction shall be jointly approved as to form, substance and timing by the Parties after consultation.

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

TDB RESTRUCTURING LIMITED in its capacity as Court-Appointed Receiver and not in its personal capacity

Per: _____
Name: Arif Dhanani, CPA, CA, CIRP, LIT
Title: Managing Director

<*>

Per: _____
Name:
Title:

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

Schedule "A"

Property

PIN No. 10306-0064 (LT) – 2849 Islington Avenue

Part Lot 22 Concession 6 WYS Township of York as in NY735134; Toronto (N York), City of Toronto

PIN No. 10306-0035 (LT) – 2857 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379983; Toronto (N York), City of Toronto

PIN No. 10306-0034 (LT) – 2855 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379984; Toronto (N York), City of Toronto

PIN No. 10306-0033 (LT) – 2853 Islington Avenue

Part Lot 1 Plan 9059 North York as in TB221318; Toronto (N York), City of Toronto

PIN No. 10306-0032 (LT) – 2851 Islington Avenue

Part Lot 1 Plan 9059 North York as in TR92058; Toronto (N York), City of Toronto

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

Schedule "B"

Permitted Encumbrances

"Permitted Encumbrances" means the following:

1. The exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*, R.S.O. 1990, and any amendments thereto or any successor legislation, except paragraph 11;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements or rights of way in favour of any governmental authority or public utility provided that none of the foregoing interfere in any material adverse respect with the current use of the Property;
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due;
5. All agreements and easements, registered or otherwise, for utilities and services for hydro, water, heat, power, sewer, drainage, cable and telephone serving the Property, adjacent or neighbouring properties, provided none of the foregoing interfere in any material adverse respect with the current use of the Property;
6. Any encroachments, minor defects or irregularities indicated on any survey of the Property or which may be disclosed on an up-to-date survey of the Property provided that in either case same do not materially adversely impair the use, operation, or marketability of the Property;
7. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;
8. Any breaches of any Applicable Laws, including Work Orders;
9. Any subdivision agreements, site plan agreements, developments and any other agreements with the Municipality, Region, publicly regulated utilities or other governmental authorities having jurisdiction;
10. Minor title defects, if any, that do not in the aggregate materially affect the use of the Property for the purposes for which it is used on the date of acceptance of this Agreement;
11. The following specific instruments registered on title against the Property:

Permitted Encumbrances related to the Property
(unaffected by the Aporoval and Vesting Order)

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

Reg. Num.	Date	Instrument Type	Parties To
NY524794	November 21, 1967	Agreement	The Corporation of the Borough of North York
NY579166	July 20, 1970	By-law exempting Part Lot Control	
NY593705	May 12, 1971	Agreement	The Borough of North York
NY608306	December 29, 1971	Agreement	The Corporation of the Borough of North York
NY620929	July 28, 1972	Municipal By-law	
NY632269	January 29, 1973	Notice of Airport Zoning Regulations	Department of Transportation
TB379984	December 29, 1986	Statutory Declaration of Anthony Dilena	
TR57844	March 27, 2000	Notice	Her Majesty the Queen in Right of the Department of Transport Canada
AT4601553	June 19, 2017	Section 37 Agreement	City of Toronto
AT4601554	June 19, 2017	Rental Housing Agreement	City of Toronto
AT4601555	June 19, 2017	Restriction preventing any Transfer or Charge of the lands or any part thereof without the prior written consent of the Chief Planner, of the City of Toronto	
AT4867240	May 18, 2018	Site Plan Agreement	City of Toronto

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

Schedule "C"

Excluded Assets

AB

Hearing Brief p. 283

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

SCHEDULE D

Sale Procedure

Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the **"Court")** dated December 6, 2023 and effective December 22, 2023 (the **"Appointment Order")**, RSM Canada Limited was appointed receiver and manager, without security, of the lands and premises set out on **Schedule "B"** attached hereto (the **"Property"**) owned by the Debtor(s) and of all of the assets, undertakings and properties of the Debtor(s) acquired for, or used in relation to the Property, including all proceeds thereof.

Pursuant to the Substitution Order of the Ontario Court of Justice (Commercial List) dated March 1, 2024, (the "**Substitution Order**") the name of TDB Restructuring Limited ("**Receiver**") was substituted in the place of the name of RSM Canada Limited.

Accordingly, the following Sale Procedure shall govern the sales process relating to the solicitation by the Receiver of one or more Bids for the Property.

All denominations are in Canadian Dollars.

1. Definitions

Capitalized terms used in this Sale Procedure shall have the definitions given to them in the preamble hereto and as follows:

"Acknowledgement of Sale Procedure" means an acknowledgement of the Sale Procedure in the form attached as **Schedule "A"** hereto;

"Agreement of Purchase and Sale" shall be the form of Agreement uploaded to Dataroom;

"Back-up Bid" means the next highest and/or best Qualified Bid after the Successful Bid, as assessed by the Receiver, taking into account financial and contractual terms and the factors relevant to the Sale Procedure, including those factors affecting the speed and certainty of consummating the proposed sale;

"Back-up Bidder" means the Bidder that submits the Back-up Bid;

"Bid" means a bid submitted by a Bidder pursuant to Section 7 hereof;

"Bid Deadline" means 4 p.m. (Toronto time) on June 3, 2024;

"Bidder" means a party that submits a Bid in accordance with Section 8;

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

"Confidential Data Room" means a private data room prepared and maintained by the Receiver or the Listing Agent containing confidential information in respect of or related to the Property;

"Confidential Information" means the confidential information in the Confidential Data Room;

"Confidentiality Agreement" means an executed confidentiality agreement in form and substance acceptable to the Receiver and its counsel;

"Debtor(s)" means, collectively, 5004591 Ontario Inc.;

"Encumbrances" means, collectively, all pledges, liens, security interests, encumbrances, claims, charges, options, and interests;

"Good Faith Deposit" means a cash deposit in an amount equal to 10% of the purchase price as set out in the Agreement of Purchase and Sale;

"Interested Party" means a party participating in this Sale Procedure;

"Listing Agent" shall mean Colliers Macaulay Nicolls Inc.;

"Notice Parties" means the Receiver, its counsel and the Listing Agent;

"Participant Requirements" has the meaning set out in Section 4 hereof;

"Qualified Bid" means a Bid that satisfies the conditions set out in Section 7 hereof as determined by the Receiver;

"Qualified Bidder" means a Bidder submitting a Qualified Bid;

"Sale Hearing" means a Court hearing on motion by the Receiver for an Order to approve the sale of the Property to the Successful Bidder;

"Successful Bid" means the highest and best Qualified Bid as determined by the Receiver, taking into account financial and contractual terms and the factors relevant to the Sale Procedure, including the Expense Reimbursement, if applicable, and those factors affecting the speed and certainty of consummating the proposed sale; and

"Successful Bidder" means the Bidder that submits the Successful Bid.

2. Assets for Sale



Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

The Receiver is soliciting offers for all of and not less than all of the right, title and interest of the Receiver and the Debtor(s) in and to the Property.

3. Sale Procedure Structure and Bidding Deadlines

Interested Parties that meet the Participant Requirements shall be given access to the Confidential Information in the Confidential Data Room.

All Bids must be submitted to the Notice Parties by email in accordance with the terms of this Sale Procedure so that they are actually received by each of the Notice Parties no later than the Bid Deadline.

A Bid received after the Bid Deadline shall not constitute a Bid and shall be disqualified. A Bid shall be delivered to all Notice Parties at the same time.

4. Participant Requirements

To participate in the Sale Procedure and to otherwise be considered for any purpose hereunder, each Interested Party must provide the Receiver with each of the following: (i) an executed Confidentiality Agreement; and (ii) an executed Acknowledgement of Sale Procedure (collectively, the **"Participant Requirements"**).

5. Access to Due Diligence Materials

Only Interested Parties that satisfy the Participant Requirements **("Potential Bidders")** will be eligible to receive access to the Confidential Data Room.

The Receiver and the Listing Agent will be responsible for the coordination of all reasonable requests for additional information and due diligence access from Potential Bidders. Neither the Receiver nor the Listing Agent shall be obligated to furnish any due diligence information after the Bid Deadline. Neither the Receiver nor the Listing Agent, nor their agents, shall be responsible for, and will bear no liability with respect to, any information obtained by any party in connection with the sale of the Property, or any of them.

6. Information from Interested Parties

Each Potential Bidder shall comply with all reasonable requests for additional information by the Receiver and/or the Listing Agent regarding such Potential Bidder and its contemplated transaction. Failure by a Potential Bidder to comply with requests for additional information will be a basis for the Receiver to determine that the Potential Bidder is not a Qualified Bidder.

7. Bid Requirements

In order to be considered a Qualified Bid, as determined by the Receiver, a Bid must satisfy each of the following conditions:

a) Written Submission of Agreement of Purchase and Sale. The Bid must be

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

submitted by the Bid Deadline. The Agreement of Purchase and Sale must constitute a written and binding commitment to close on a transaction for the purchase of the Property, on the terms and conditions set forth therein;

b) Irrevocable. A Bid must be received by the Bid Deadline, in accordance with Section 3 above, and must be irrevocable until the date on which the Receiver obtains court approval of the Successful Bid, subject to the provisions hereof regarding the Back-up Bid being deemed to be the Successful Bid;

c) Conditions. A Bid may not be conditional on obtaining financing or any internal approval or on the outcome or review of due diligence. Any other terms and conditions associated with a Bid may not, in aggregate, be more burdensome in the sole and exclusive opinion of the Receiver;

d) Financing Sources. A Bid must be accompanied by: (i) written evidence of a commitment for financing or other evidence of the Bidder's ability to close on the Agreement of Purchase and Sale satisfactory to the Receiver; (ii) appropriate contact information for such financing sources; and (iii) names of all principals of the Purchaser together with names of all development partners whether corporate or personal in sufficient detail to allow the Receiver to make a determination as to the Purchaser's ability to complete the transaction in accordance with the terms of the Agreement of Purchase and Sale;

e) Intentionally deleted.

f) Good-Faith Deposit. Each Bid must be accompanied by a Good Faith Deposit that shall be paid to the Receiver's counsel by wire transfer or banker's draft, to be held by the Receiver's counsel in trust in accordance with this Sale Procedure and which shall constitute the Deposit under the Agreement of Purchase and Sale; and

g) Intentionally deleted.

The Receiver shall be entitled to seek additional information and clarifications from Bidders in respect of their Bids at any time.

8. Intentionally deleted.

9. Designation as Qualified Bidder

Following the Bid Deadline, the Receiver shall determine which Bidders are Qualified Bidders. The Receiver shall notify each Bidder of its determination as to whether the Bidder is a Qualified Bidder as soon as practicable after the Bid Deadline.

10. Determination of Successful Bid

If one or more Qualified Bids is received by the Bid Deadline, the Receiver may by a date to be determined by the Receiver: (i) conduct an auction amongst the Qualified

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

Bidders, on terms to be determined by the Receiver and communicated to the Qualified Bidders; and/or (ii) negotiate with the Qualified Bidders to determine the Successful Bid and the Back-up Bid, if any.

Upon determination of the Successful Bid and the Back-up Bid, if any, the Receiver shall, as soon as reasonably practicable, seek Court approval of, and authority to consummate, the Agreement of Purchase and Sale included in the Successful Bid and the transactions provided for therein. The Receiver shall post notice of its application to Court for approval of the Successful Bid on its website established pursuant to the Appointment Order.

If no Qualified Bid is received by the Bid Deadline, then the Sale Procedure shall be terminated.

11. Intentionally deleted.

12. Acceptance of Successful Bid

Subject to the terms of the Agreement of Purchase and Sale, the Receiver will be deemed to have accepted a Successful Bid only when the Successful Bid has been approved by the Court. The Receiver will be deemed to have accepted a Back-up Bid only when it has been approved by the Court and has been deemed to be a Successful Bid.

13. Intentionally deleted.

14. "As Is, Where Is"

The sale of the Property, pursuant to this Sale Procedure shall be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Receiver, the Listing Agent or their respective officers, directors, employees, representatives or agents, except to the extent set forth in the Successful Bid. Each Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Property prior to making its Bid, that it has relied solely on its own independent review, investigation, and/or inspection of any documents and/or the Property in making its Bid, and that it did not, does not, and will not rely on any written or oral statements, representations, promises, warranties, conditions or guarantees whatsoever, whether express or implied or arising by operation of law or otherwise, regarding the Property, made by the Receiver, the Listing Agent or their respective officers, directors, employees, representatives or agents or the accuracy or completeness of any information provided in connection therewith, except as expressly stated in this Sale Procedure or as to another Successful Bidder, the applicable Agreement of Purchase and Sale.

15. Free Of Any and All Encumbrances

Except as otherwise provided in the Successful Bid, the Property shall be sold free and clear of all Encumbrances, except the Permitted Encumbrances, in

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

accordance with an approval and vesting order of the Court, with all Encumbrances on or against the Property that are sold, other than the Permitted Encumbrances, to attach to the net proceeds of the sale of such Property after completion of such sale under a Successful Bid.

16. Back-up Bid

If the Successful Bid is approved by the Court and the Successful Bidder fails to consummate the transaction in accordance with the terms and conditions of the Successful Bid, the Receiver shall be entitled, but not required, to deem the Back-up Bid the Successful Bid. The Receiver may seek the Court's approval to consummate the transaction with the Back-up Bidder at the Sale Hearing on a conditional basis, or may seek such approval in the event that it deems the Back-up Bid to be the Successful Bid under this section.

17. Return of Good Faith Deposit

Good Faith Deposits of all Qualified Bidders shall be held in a non-interest bearing account of the Receiver's counsel. Good Faith Deposits of all Qualified Bidders, other than the Successful Bidder and the Back-up Bidder, shall be returned, without interest, to such Qualified Bidders within three (3) business days after the selection of the Successful Bidder and the Back-up Bidder. Good Faith Deposits of the Successful Bidder shall be applied to the purchase price of such transaction at closing. The Good Faith Deposit of the Back-up Bidder shall be returned, without interest, to the Back-up Bidder within three (3) business days after the closing of the transaction(s) contemplated by the Successful Bid. If a Successful Bidder (including any Back-up Bidder deemed to be a Successful Bidder hereunder) fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Receiver shall be entitled to retain the Good Faith Deposit of the Successful Bidder as part of its damages resulting from the breach or failure to perform by the Successful Bidder. If the Successful Bidder fails to consummate an approved sale for any reason, and a transaction is completed with the Back-up Bidder, the Good Faith Deposit of the Back-up Bidder shall be applied to the purchase price of the transaction(s) contemplated by the Agreement of Purchase and Sale of the Back-up Bidder at closing.

18. Modifications and Reservations

This Sale Procedure may be modified or amended by the Receiver, provided that if such modification or amendment materially deviates from this Sale Procedure, such modification or amendment may only be made by order of the Court.

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

Schedule "A"

ACKNOWLEDGEMENT

TO: TDB Restructuring Limited, in its capacity as court-appointed receiver and manager of the lands and premises described on Schedule "B" (the **"Property"**) (the **"Receiver"**)

RE: The sale procedure with respect to the sale by the Receiver of the Property (the **"Sale Procedure"**)

The undersigned hereby acknowledges receipt of, and its agreement with, the Sale Procedure.

DATED this ____ day of 11/02/25, 20__.

Per: 1604706 Ontario Inc
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

AB

Authentisign ID: 829453CD-7EB7-F011-8E62-000D3A538E36

Schedule "B"

PROPERTY

PIN No. 10306-0064 (LT) – 2849 Islington Avenue

Part Lot 22 Concession 6 WYS Township of York as in NY735134; Toronto (N York), City of Toronto

PIN No. 10306-0035 (LT) – 2857 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379983; Toronto (N York), City of Toronto

PIN No. 10306-0034 (LT) – 2855 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379984; Toronto (N York), City of Toronto

PIN No. 10306-0033 (LT) – 2853 Islington Avenue

Part Lot 1 Plan 9059 North York as in TB221318; Toronto (N York), City of Toronto

PIN No. 10306-0032 (LT) – 2851 Islington Avenue

Part Lot 1 Plan 9059 North York as in TR92058; Toronto (N York), City of Toronto

AB

APPENDIX X

Arif Dhanani

From: ryan.shah@paliareroland.com
Sent: Wednesday, November 5, 2025 10:02 AM
To: aeftekharnejad_ca@yahoo.ca
Cc: Jeff.Larry@paliareroland.com; abrown@garfinkle.com; Candace.Baumtrog@Paliareroland.com; mlauriola@garfinkle.com; Bryan Tannenbaum; Arif Dhanani
Subject: Offer for 2849, 2851, 2853, 2855 and 2857 Islington Ave, Toronto ON [IMAN-PRIMANAGE.FID407588]

External sender

Good morning Ayoub:

We are independent counsel to TDB Restructuring Limited in its capacity as receiver (the "Receiver") of the above noted real property (the "Real Property").

I am writing further to the offer to purchase the Real Property submitted by your client, 1604706 Ontario inc., on December 16, 2024 (the "Original Offer") and your client's purported further offer to purchase the Real Property on November 3, 2025 for a lower price (the "Reduced Offer").

Your client is not entitled to reduce their Original Offer by purporting to replace it with the Reduced Offer. As is standard in insolvency sales processes, your client's Original Offer remains open for acceptance throughout the duration of the sales process for the Real Property, which has not yet concluded.

As a result, the Receiver requires that your client deliver the deposit contemplated in the Original Offer to the Receiver's real estate counsel (Garfinkle Biderman LLP) to be held in trust within 24 hours of your receipt of this email.

Regards,

Paliare Roland

Ryan Shah
Associate

Phone: 416.646.6356
Email: ryan.shah@paliareroland.com

155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

paliareroland.com

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any use, disclosure, dissemination, distribution or copying of any portion of this message or any attachment is strictly prohibited.

APPENDIX Y

Paliare Roland

Jeffrey Larry
Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

jeff.larry@paliareroland.com
T. 416.646.4330 / F. 416.646.4301

File # 102488

November 13, 2025

VIA EMAIL: bvakili@vakililaw.com

Bobby Vakili
Vakili Law Group Professional Corporation
200 - 7620 Yonge Street
Thornhill, ON L4J 1V9

Dear Mr. Vakili:

Re: Receivership of real property municipally known as 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Toronto Property") and 311 Conacher Drive, Kingston, Ontario (the "Kingston Property" and, together with the Toronto Property, the "Real Property")

We are counsel to TDB Restructuring Limited in its capacity as receiver (in such capacity, the "**Receiver**") of the Real Property.

We understand that you are counsel to 1604706 Ontario Inc. ("**160 Inc.**").

I write further to the Court of Appeal for Ontario's decision in the above matter dated October 27, 2025 (the "**Decision**"), which is enclosed herewith.

The Decision directed the Receiver to consider further offers for the purchase of the Toronto Property from parties that have already submitted offers for a period of 48 hours following the Receiver giving notice of the Decision to parties. This 48-hour period concluded on October 29, 2025 at 12:00 PM Toronto time.

The Receiver has determined that 160 Inc.'s offer to purchase the Toronto Property, which offer was submitted to the Receiver on December 16, 2024 (the "**Offer**"), is the highest and best offer for the Toronto Property available in the circumstances.

Accordingly, the Receiver has accepted the Offer and I enclose a copy of the agreement of purchase and sale in respect of the Offer (the "**Agreement**") which has been signed back by the Receiver.

Paliare Roland

As set out in the November 5, 2025 email from our office to 160 Inc.'s real estate agent, Ayoub Eftekharnejad (a copy of which is enclosed herewith), the Receiver does not recognize 160 Inc.'s purported reduction of the value of the Offer reflected in a revised agreement of purchase and sale submitted by 160 Inc. to the Receiver on or about November 3, 2025.

Schedule D to the Agreement specifically provides at s. 7(b) that any offer submitted to the Receiver must be irrevocable until the approval of the Successful Bid (as defined in Schedule D to the Agreement), meaning that the Offer could not be withdrawn or superseded by a subsequent offer from your client.

Now that the Receiver has signed back the Agreement, the Receiver will proceed to perform its obligations thereunder by seeking an approval and vesting order and then closing the Agreement.

Pursuant to art. 2.5 of the Agreement, 160 Inc. is required to pay the Deposit (as defined in the Agreement) to the Receiver upon submission of the Offer to the Receiver.

160 Inc. has failed to do this.

The Receiver hereby demands that 160 Inc. pay the Deposit to the Receiver's solicitor, Garfinkle Biderman LLP, by November 14, 2025 at 1:00 PM Toronto time, as 160 Inc. is required to do under the Agreement.

Yours very truly,
Paliare Roland Rosenberg Rothstein LLP



Jeffrey Larry
JL:RS

Encl.

C: R. Shah

Paliare Roland

A. Brown
B. Tannenbaum
A. Dhanani

APPENDIX Z

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT made the <*> day of <*> 2024.

BETWEEN:

TDB RESTRUCTURING LIMITED (the "**Receiver**")

in its capacity as Court-Appointed Receiver over the lands and premises set out on Schedule "A" attached hereto and not in its personal or corporate capacity

(the "**Vendor**")

and

1604706 Ontario Inc

(the "**Purchaser**")

RECITALS:

A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated December 6, 2023, (the "**Appointment Order**") RSM Canada Limited was appointed as Receiver over the lands legally described in Schedule "A" attached hereto, effective December 22, 2023;

B. Pursuant to the Substitution Order of the Ontario Court of Justice (Commercial List) dated March 1, 2024, (the "**Substitution Order**") the Receiver's name was substituted in the place of the name of RSM Canada Limited;

C. The Vendor desires to sell and the Purchaser desires to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties covenant and agree as follows:

SECTION 1 - INTERPRETATION

1.1 Definitions

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

MB

(a) "**Acceptance Date**" means the date that this Agreement is executed and delivered by the Parties;

(b) "**Agent**" shall mean Colliers Macaulay Nicolls Inc.;

(c) "**Agreement**" means this Agreement of Purchase and Sale, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;

(d) "**Applicable Laws**" means, with respect to the Purchased Assets or to any Person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Person, property, transaction or event;

(e) "**Assumed Liabilities**" has the meaning ascribed to it in Section 2.10.

(f) "**Business Day**" means a day on which banks and the Land Registry Office for the City of Toronto are open for business but does not include a Saturday, Sunday, or statutory holiday in the Province of Ontario;

(g) Intentionally deleted.

(h) "**Claim**" means any claim, demand, action, cause of action, damage, loss, cost, liability or expense (including legal fees on a substantial indemnity basis) and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

(i) "**Closing**" means the successful completion of the Transaction;

(j) "**Closing Date**" means the date which is three (3) days immediately following the date upon which the Approval and Vesting Order is granted, or the next Business Day, as applicable, or such other date as the Parties may mutually agree upon;

(k) Intentionally deleted.

(l) "**Court**" means the Court defined in the first recital of this Agreement;

(m) Intentionally deleted.

(n) "**Data Room**" means the electronic data room established by or on behalf of the Vendor containing documents related to the Purchased Assets for review by the Purchaser;

(o) Intentionally deleted.

(p) Intentionally deleted.

(q) **"Debtor or Debtors"** means all or any one of Kings Townhomes Limited (formerly Conacher Kingston Holdings Inc.) and 5004591 Ontario Inc.;

(r) "**Deposit**" has the meaning ascribed to it in Section 2.5;

(s) "**Encumbrance**" means any mortgage, charge, pledge, hypothecation, security interest, trust, deemed trust (statutory or otherwise) assignment, lien (statutory or otherwise), Claim, title retention agreement or arrangement, restrictive covenant, rights of way, easements, encroachments, reserves, or other encumbrance of any nature or any other arrangement or condition which, in substance, secures payment or performance of an obligation;

(t) "**Environmental Condition**" has the meaning ascribed to it in Section 2.2(a).

(u) "**Environmental Laws**" means all Applicable Laws concerning pollution or protection of the natural environment or otherwise relating to the environment or health or safety matters, including Applicable Laws pertaining to (i) reporting, licensing, permitting, investigating and remediating the presence of Hazardous Materials, and (ii) the storage, generation, use, handling, manufacture, processing, transportation, treatment, release and disposal of Hazardous Materials including without limiting the generality of the foregoing the following any written policies and guidelines and directives, administrative rulings or interpretations, that are in effect and applicable to the Vendor or the Property on the Closing Date, as well as the common law and any judicial or administrative order, consent decree or judgment that is in effect and applicable to the Vendor or the Property on the Closing Date, that relates to pollution or the protection of the environment, including, without limitation, the *Atomic Energy Control Act* (Canada), the *Canadian Environmental Protection Act* (Canada), the *Pest Control Products Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario), the *Ontario Water Resources Act* (Ontario) and the *Occupational Health & Safety Act* (Ontario), and the regulations and guidelines promulgated pursuant thereto or issued by any Government Authority in respect thereof, and equivalent or similar local and provincial ordinances and statutory programs and the regulations and guidelines promulgated pursuant thereto.

(v) "**Ereg**" has the meaning ascribed to it in Section 5.7;

(w) "**ETA**" means the *Excise Tax Act* (Canada), as it may be amended from time to time;

(x) **"Excluded Assets"** means the assets, if any, listed in Schedule "C";

(y) **"Final Order"** means, in respect of any order, such order after i) the expiry of applicable appeal periods; or (ii) in the event of an appeal or application for leave to appeal or to stay, vary, supersede, set aside or vacate such order, final determination of such appeal or application by the applicable court or apelet tribunal;

(z) "**Governmental Authority**" means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the Transaction or one or both of the Parties and shall include a board, commission, courts, bureau, agency or any quasi-governmental or private body exercising any regulatory authority including an association of insurance underwriters;

(aa) "**Hazardous Materials**" means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Governmental Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health or safety matters;

(bb) "**HST**" means all goods and services taxes and harmonized sales tax payable under the ETA;

(cc) "**Land Transfer Tax**" means all the taxes payable under the *Land Transfer Tax Act* (Ontario) and any other applicable provincial or municipal land transfer tax legislation, including all registration fees, license fees, and other like charges payable upon a transfer of real property, together with interest, penalties and additions thereto;

(dd) "**Leases**" means any leases with any tenants relating to the Property;

(ee) Intentionally deleted.

(ff) "**Liabilities**" means all costs, expenses, charges, debts, liabilities, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise, liquidated or unliquidated under or in respect of any contract, agreement, arrangement, lease, commitment or undertaking, Applicable Law and Taxes.

(gg) "**Parties**" means the Vendor, the Purchaser and any other Person who may

become a party to this Agreement. "**Party**" means any one of the foregoing;

(hh) "**Permits**" means all permits, licenses and applications that may have been issued or applied for in the name of the Debtor and/or the Vendor in connection with the servicing and/or development of the Property;

(ii) "**Permitted Encumbrances**" means those Encumbrances listed in Schedule "B" attached hereto;

(jj) "**Person**" means an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity;

(kk) "**Plans**" means all plans and documentation in the possession or control of the Vendor relevant to the development of the Property including, without limitation, any project documents, engineering drawings, architectural plans and working drawings, landscaping plans, reports, project documents other documentation prepared to illustrate or define a particular aspect of the development of the Property, in each instance, to the extent forming part of the Data Room created by the Vendor in respect of the Transaction;

(ll) "**Property**" means the real property described in Schedule "A" attached hereto;

(mm) "**Property Documents**" means the documents in the Data Room;

(nn) "**Purchaser Closing Conditions**" has the meaning ascribed to it in Section 4.1;

(oo) "**Purchase Price**" shall have the meaning ascribed to it in Section 2.4. For greater certainty, the Purchase Price shall be exclusive of Transfer Taxes and any other taxes payable as a result of or in connection with the Transaction;

(pp) "**Purchaser's Solicitors**" means the law firm of •;

(qq) "**Purchased Assets**" means those assets being the lands which are the subject of this Agreement;

(rr) "**Receiver**" has the meaning described thereto in the Recitals;

(ss) "**Reports**" means collectively any written reports or documents received or obtained by the Receiver from any third party regarding any aspect of the Property;

(tt) "**Rights**" has the meaning ascribed to it in Section 2.13;

(uu) **"Sale Procedure"** means the sale procedure attached hereto as Schedule "D", with such amendments as are satisfactory to the Receiver;

(vv) Intentionally deleted.

(ww) **"Successful Bid"** has the meaning given to it in the Sale Procedure;

(xx) **"Successful Bidder"** has the meaning given to it in the Sale Procedure;

(yy) **"Transaction"** means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;

(zz) **"Transfer Taxes"** means all HST, Land Transfer Tax, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated together with interest, penalties and additional amounts imposed with respect thereto;

(aaa) Intentionally deleted.

(bbb) "**Vendor Closing Conditions**" has the meaning ascribed to it in Section 4.3;

(ccc) "**Vendor's Solicitor**" means the law firm of Garfinkle Biderman LLP;

(ddd) **"Approval and Vesting Order"** means the order of the Court approving the sale by the Receiver to the Purchaser of the Subject Assets and vesting all rights, title and interest of the Subject Assets in favour of the Purchaser free and clear of all Encumbrances (other than Permitted Encumbrances) (in a form to be agreed upon by the parties);

(eee) **"Vesting Order Motion"** means a motion by the Receiver seeking the granting of the Approval and Vesting Order; and

(fff) "**Work Orders**" means any work orders, deficiency notices, outstanding building permits, orders, or requirements to comply with any Applicable Laws or issued by any Governmental Authorities.

1.2 Interpretation Not Affected by Headings, etc.

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

1.3 Extended Meanings

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

1.4 Schedules

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

Schedule "A" Property

Schedule "B" Permitted Encumbrances

Schedule "C" Excluded Assets

Schedule "D" Sale Procedure

SECTION 2 — SALE AND PURCHASE AND ASSIGNMENT

2.1 Sale and Purchase of Purchased Assets

On the Closing Date, subject to the terms and conditions of this Agreement, the Vendor shall sell and the Purchaser shall purchase the Purchased Assets and the Purchaser shall assume the Assumed Liabilities, all in accordance with and pursuant to the terms hereof and the Approval and Vesting Order. The Purchaser acknowledges that it is not purchasing any other property or assets of the Debtor other than the Purchased Assets.

2.2 "As is, Where is"

The Purchaser acknowledges and agrees that:

(a) the Vendor is selling and the Purchaser is purchasing the Purchased Assets on an "as is, where is" basis subject to whatever defects, conditions, impediments, Hazardous Materials or deficiencies which may exist on the Closing Date, including, without limiting the generality of the foregoing, any latent or patent defects in the Purchased Assets. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to any matter including, title, encumbrances, description, fitness for purpose or use, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, zoning, permitted uses, permits, compliance with Applicable Laws of Government Authorities, threatened claims, litigation, the existence or non-existence of Hazardous Materials flowing onto or from the Property or any part thereof, or in the air, surface or ground water flowing through, onto or from the Property, or any part thereof, any non-compliance with Environmental Laws including any adverse

matters contained in the Reports (the "**Environmental Condition**"), compliance with any or all Environmental Laws, or in respect of any other matter or thing whatsoever concerning the Purchased Assets, or the right of the Vendor to sell or assign same save and except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply hereto and are hereby waived by the Purchaser. The descriptions of the Purchased Assets set out in this Agreement or in the Property Documents are for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the completeness or accuracy of such descriptions. The Purchaser further acknowledges that the Property Documents and all other written and oral information (including, without limitation, any analyses, financial information and projections, compilations, studies and the Plans) obtained by the Purchaser from the Vendor or the Agent with respect to the Purchased Assets or otherwise relating to the Transaction has been provided for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendor shall not be under any obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser's responsibility to take possession of the Purchased Assets.

(b) notwithstanding any statutory provisions to the contrary, the Purchaser has no right to submit requisitions on title or in regard to any outstanding Work Orders, and the Purchaser shall accept the title to the Property subject to the Permitted Encumbrances and the Environmental Condition.

(c) the various parties who prepared the Property Documents may have restricted the use thereof to the Debtor only, in their respective retainers with the Debtor and any purported conveyance of any of the Property Documents by the Vendor to the Purchaser may be subject to such limitations.

(d) Without limiting the generality of this Section 2.2, the Purchaser acknowledges and agrees that the parties have expressly agreed to exclude from this Agreement all express or implied representations and warranties with respect to the following matters:

(i) the compliance of the Property with Applicable Laws, by-laws or regulations including without limitation, municipal zoning by-laws and regulations;

(ii) any easements, rights of way, instruments, documents, agreements or other registered or unregistered interest in the Property which impacts the use, enjoyment, income or development opportunities connected with the Property;

(iii) that the present use or any future use of the Purchased Assets intended by the Purchaser is or will be lawful or permitted;

(iv) the execution, good standing, validity, binding effect or enforceability of the Permitted Encumbrances;

(v) that the Vendor has any right, title or interest in any goodwill associated with the Purchased Assets, or the use of any name associated with the operation of the Purchased Assets;

(vi) the description, title, condition, value, state of repair and fitness for any purpose of the Purchased Assets; and

(vii) the compliance of the Property with Environmental Laws, Reports or the existence or non-existence of Hazardous Materials, environmental, soil or water contamination or pollution on or about the Property, or otherwise with respect to the environmental condition of the Property;

(e) the Property Documents and any assets lists, information packages and other material concerning the Purchased Assets or the sale thereof provided by or on behalf of the Vendor and the Agent have been prepared solely for the convenience of the Purchaser and are not warranted or represented to be complete or accurate and are not part of this Agreement (unless specifically provided in such material) and the descriptions of the Purchased Assets provided to the Purchaser are for the purposes of identification only, no conditions, warranty or representation has been or will be given by the Vendor concerning the accuracy, completeness or any other matter concerning such descriptions;

(f) the Vendor is entering into this Agreement solely in its capacity as Receiver of the Property pursuant to the Appointment Order and not in its personal or other capacity and the Vendor and its agents (including the Vendor's Solicitors), officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith;

(g) save as to any valid objection to title made in respect of matters arising after the Acceptance Date, the Purchaser shall be conclusively deemed to have accepted the title to the Property and to have accepted the Property subject to the Permitted Encumbrances and the Environmental Condition and subject to all Applicable Laws, by-laws and regulations affecting its use. If any valid objection to title expressly permitted herein is made by the Purchaser prior to the Closing Date, which the Vendor is unwilling or unable to remove, remedy, or satisfy and which the Purchaser will not waive or is not satisfied by title insurance, then the Receiver may terminate this Agreement by notice to the Purchaser, whereupon, except as herein expressly set forth, the Deposit without interest accrued thereon shall be forthwith returned to the Purchaser in accordance with and subject to the terms in Section 2.5 and 2.12 each of the Purchaser and the Receiver shall be released from all obligations under this Agreement;

(h) the Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such of the foregoing as are in the possession or control of the Receiver;

(i) the Purchaser acknowledges that, the Vendor has provided the Purchaser access to the Data Room and that the Purchaser has had sufficient opportunity to review, and has satisfied itself with respect to, the Property Documents. If for any reason the transaction is not completed, the Purchaser shall forthwith return the Property Documents, and delete any electronic copies of them in its possession or control. The Vendor makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained in any of the Property Documents; and

(j) in entering into this Agreement, the Purchaser has relied and will rely entirely and solely upon its own inspections and investigations with respect to the Property and the Purchased Assets, including the physical condition and the Environmental Condition of the Purchased Assets including compliance with Applicable Laws and has relied solely upon its own judgement resulting from doing so and has not relied and will not rely on any information, written or oral, furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor including the Agent, including with respect to value of the Purchased Assets, the development potential of the Property, adequacy, marketability, quantity, location, condition, quality, fitness or state of repair. The information in the Data Room and description of the Purchased Assets in any marketing material, listing information, and any like material delivered or made available by the Vendor and/or the Agent, the Vendor's agents or any other party on its behalf to the Purchaser or its representatives are believed to be correct, but if any misstatement, error, inaccuracy or omission (collectively the "**Inaccuracies**") is found in the them, the Purchaser shall not be entitled to any abatement, damages, reimbursement, costs or to termination of this Agreement as a result of them and the Purchaser releases the Vendor and its agents from any Claims the Purchaser had, has or may have as a result of such Inaccuracies.

2.3 Permitted Encumbrances

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

2.4 Purchase Price

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets (the "**Purchase Price**") shall be an amount of $ 3,688,000.00 allocated as set out in paragraph 2.7.

Three Million & Six Hundred Eighty Eight Thousand Dollars

2.5 Deposit

The Parties acknowledge and agree that the sum of $ 368,800.00, being ten (10%) percent of the Purchase Price (the "**Deposit**") has been delivered by the Purchaser to the Vendor's solicitor in trust upon submission by the Purchaser of an executed copy of the Agreement to the Vendor. The Deposit shall be held in a non-interest bearing account of a Canadian chartered bank or trust company, in trust and to be disbursed in accordance with the following provisions:

MB

(a) if the purchase and sale of the Purchased Assets is completed on the Closing Date, then the Deposit shall be released from trust and applied towards payment of the Purchase Price;

(b) if the purchase and sale of the Purchased Assets is not completed on the Closing Date for any reason other than the default of the Purchaser hereunder, then the Deposit shall, subject to any Claim by the Vendor for damages under Section 2.12(d) herein, be released from trust and paid to the Purchaser in full satisfaction of all Claims incurred by the Purchaser as a result of such non-completion; or

(c) if the purchase and sale of the Purchased Assets is not completed on the Closing Date as a result of the Purchaser's default hereunder, then the Deposit shall be forfeited to the Vendor and released from trust as liquidated damages and not as a penalty and paid to the Vendor without prejudice to the Vendor's rights to reimbursement on account of any Claim of the Vendor against the Purchaser as a result of such failure and the Vendor shall be entitled to pursue all of its rights and remedies against the Purchaser, including the resale of the Purchased Assets. Upon any such resale, the Purchaser shall pay to the Vendor: (i) an amount equal to the amount, if any, by which the Purchase Price under the Agreement exceeds the net purchase price received by the Vendor pursuant to such resale (net of any commissions and costs and expenses incurred to effect the completion of such resale including legal costs on a full indemnity basis), and (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of the Transaction or occasioned by the Purchaser's failure to comply with this Agreement.

2.6 Payment of Purchase Price

The Purchase Price shall be paid and satisfied as follows:

(a) on Closing, the Deposit shall be released from trust and credited against the Purchase Price in accordance with Section 2.5(a); and

(b) on Closing, the Purchase Price, subject to adjustments and minus the amount paid to the Vendor pursuant to Section 2.6(a), shall be paid to the Vendor or as the Vendor may direct in writing by way of wire transfer using the Large Value Transfer System.

2.7 Intentionally deleted.

2.8 Adjustment of Purchase Price

(1) The Purchase Price shall be adjusted as of the Closing Date in accordance with the terms of this Agreement for any property taxes (including interest thereon, if applicable), utilities and any other items which are usually adjusted in purchase transactions involving assets similar to the Purchased Assets in the context of a Court supervised sale

(the "**Adjustments**"). The Receiver shall prepare a statement of adjustments and deliver same to the Purchaser for its approval by no later than 3 Business Days prior to the Closing Date. If the amount of any Adjustments required to be made pursuant to this Purchase Agreement cannot be reasonably determined as of the Closing Date, an estimate shall be made by the Vendor as of the Closing Date based upon the best information available to the Vendor at such time. When such cost or amount is determined, the Vendor or Purchaser, as the case may be, shall, within 30 days of determination, provide a complete statement thereof to the other and within 30 days thereafter the Vendor and the Purchaser shall make a final adjustment as of the Closing Date for the item in question. In the absence of agreement by the Parties the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Vendor and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the Parties. All re-adjustments shall be requested in a detailed manner on or before the 60th day after the Closing Date, after which time neither party shall have any right to request re-adjustment.

(2) Other than as provided for in this section 2.8, there shall be no Adjustments to the Purchase Price.

2.9 Excluded Liabilities

Other than the Assumed Liabilities, the Purchaser shall not assume and shall not be liable for any other Liabilities of the Vendor or the Debtor.

2.10 Assumed Liabilities

From and after Closing, the Purchaser shall assume and be liable for the Assumed Liabilities. The Assumed Liabilities shall consist only of the Liabilities incurred under or in respect of:

(a) Permitted Encumbrances;

(b) the use of the Purchased Assets from and after the Closing Date to the extent relating to periods from and after the Closing Date; and

(c) the Environmental Condition, and any and all Liabilities for the remediation of the soil and groundwater in, on, over, under or flowing through, onto or from the Property or any part thereof.

(the foregoing being the "**Assumed Liabilities**").

2.11 Taxes

In addition to the Purchase Price, the Purchaser or the beneficial owner of the Property if different from the Purchaser shall pay all applicable Transfer Taxes exigible in

connection with the purchase and sale of the Purchased Assets, including, without limitation, HST and Land Transfer Tax.

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

The Purchaser shall deliver, prior to Closing, a certificate in form prepared by the Vendor acting reasonably certifying that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the Transaction. The Purchaser's certificate shall also include certification of the Purchaser's prescription and/or registration as the case may be, and the Purchaser's HST registration number together and the Purchaser shall indemnify and hold harmless the Vendor from and against any and all Claims, HST, penalties, costs and any interest that may become payable by or assessed against the Vendor for all Transfer Taxes arising out of, related to or connected in any way with the Property or this Transaction. If the Purchaser shall fail to deliver its certificate, then the Purchaser shall tender to the Vendor at Closing, in addition to the balance due on Closing, an amount equal to the HST that the Vendor shall be obligated to collect and remit in connection with the Transaction.

2.12 Inspections

The Vendor will permit the Purchaser, its consultants, agents and representatives to carry out, at the Purchaser's sole expense and risk, such investigations, soil tests, and environmental audits as the Purchaser, acting reasonably, may deem necessary with respect to the Property, subject to and conditional upon the following terms and conditions:

(a) any invasive testing shall require the Vendor's written approval prior to such testing;

(b) the Purchaser shall provide at least two Business Days' notice to the Vendor of any such tests and inspections and the Vendor will be entitled to have a representative present during all such tests and inspections;

(c) all soil tests or environmental audits shall be coordinated with the Vendor;

(d) any damage to the Property caused by such tests and inspections will be promptly repaired by the Purchaser and the Purchaser will indemnify and save the Vendor harmless from all Claims which the Vendor may suffer as a result of the said tests and inspections or any other breach of this Section by the Purchaser; and

(e) prior to entering the Property to conduct the Purchaser's tests and investigations, the Purchaser shall deliver (or shall cause its representatives completing the Purchaser's investigations on its behalf to deliver) to the Vendor evidence of liability insurance coverage for at least $2,000,000.

The Purchaser agrees that the Vendor shall be entitled to deduct from the Deposit the amount of any Claims which the Vendor may suffer as a result of a breach of this Section 2.12 by the Purchaser. To the extent that the Purchaser commissions any reports in connection with its tests and investigations of the Property, copies of all such reports shall be delivered to the Vendor at no cost to the Vendor within three (3) Business Days of issuance.

2.13 Non-Transferable and Non-Assignable Purchased Assets

To the extent that any of the Purchased Assets to be transferred to the Purchaser on the Closing, or any Claim, right or benefit arising under or resulting from such Purchased Assets (collectively, the "**Rights**") is not capable of being transferred without the approval, consent or waiver of any third Person, or if the transfer of a Right would constitute a breach of any obligation under, or a violation of, any Applicable Law unless the approval, consent or waiver of such third Person is obtained, then, except as expressly otherwise provided in this Agreement and without limiting the rights and remedies of the Purchaser contained elsewhere in this Agreement, this Agreement shall not constitute an agreement to transfer such Rights unless and until such approval, consent or waiver has been obtained. After Closing and for a period of sixty (60) days following Closing, the Vendor shall:

(a) maintain its existence and hold the Rights in trust for the Purchaser;

(b) comply with the terms and provisions of the Rights as agent for the Purchaser at the Purchaser's cost and for the Purchaser's benefit;

(c) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser; and

(d) enforce, at the reasonable request of the Purchaser and at the expense and for the account of the Purchaser, any rights of the Vendor arising from such Rights against any third Person, including the right to elect to terminate any such Rights in accordance with the terms of such Rights upon the written direction of the Purchaser.

In order that the full value of the Rights may be realized for the benefit of the Purchaser, the Vendor shall, at the request and expense and under the direction of the Purchaser, in the name of the Vendor or otherwise as the Purchaser may specify, take all such action and do or cause to be done all such things as are, in the reasonable opinion of the Vendor, necessary or proper in order that the obligations of the Vendor under such Rights may be performed in such manner that the value of such Rights is preserved and enures to the benefit of the Purchaser. To the extent that such approval, consent or waiver has not been obtained by the 60th day following the Closing, such Right shall be deemed to be an excluded Purchased Asset and the Vendor may terminate any agreement pertaining to such Right unless otherwise agreed to by the Parties. The Purchaser shall indemnify and hold the Vendor harmless from and against any Claim under or in respect of such Rights arising because of any action of the Vendor taken in accordance with this Section.

2.14 Intentionally deleted.

2.15 Approval and Vesting Order

(a) The Receiver and the Purchaser acknowledge that:

i. this Agreement is subject to Court approval; and

ii. closing of the Transaction is subject to this Agreement being determined by the Receiver to be the Successful Bid pursuant to the Sale Procedure and to the issuance of the Approval and Vesting Order.

(b) If this Agreement is determined to be the Successful Bid (as defined in the Sale Procedure) pursuant to the Sale Procedure, the Receiver shall use its commercially reasonable efforts to promptly thereafter file and serve the Vesting Order Motion on notice to the necessary parties.

(c) If the Purchaser is the Successful Bidder (as defined in the Sale Procedure), the Purchaser shall provide all information if any, and take any such actions as may be reasonable requested by the Receiver to assist the Receiver in obtaining the Approval and Vesting Order and any other order of the Court reasonably necessary to consummate the Transaction.

(d) From and after the Acceptance Date, the Receiver shall provide such prior notice as may be reasonable under the circumstances before filing any materials with the Court that relate, in whole or in part, to this Agreement, the Purchaser, or the Approval and Vesting Order and shall consult in good faith with the Purchaser regarding the content of such materials prior to any such filing (provided that the Receiver shall not be obligated to incorporate the comments of the Purchaser and do any such filings).

2.16 Closing Certificate

The parties hereto acknowledge and agree that the Receiver shall be entitled to file with the Court a certificate, substantially in the form attached to the Approval and Vesting Order (the "**Closing Certificate**") upon receiving written confirmation from the Purchaser that all conditions to close under this Agreement have been satisfied or waived. The Receiver shall have no liability to the Purchaser or any other person as a result of filing the Closing Certificate.

2.17 Receiver's Capacity

The Purchaser acknowledges and agrees that in all matters pertaining to the Sale Procedure, this Agreement, including in its execution, the Receiver has acted and is acting solely in its capacity as Receiver and manager of the Property pursuant to the Appointment Order and not in its personal, corporate or any other capacity and the Receiver and its agents, officers, directors, employees and representatives will have no

personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith.

SECTION 3 - REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Covenants

The Purchaser covenants and agrees that it will, effective on and after the Closing Date, assume and be fully responsible for:

(a) all obligations which are to be observed or performed from and after completion of this Transaction under the Permitted Encumbrances; and

(b) the Assumed Liabilities and any other obligations and liabilities assumed by the Purchaser as provided for by this Agreement.

3.2 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Vendor, which representation and warranties the Vendor is relying upon, that:

(a) the Purchaser is and will be as of Closing, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Purchased Assets;

(b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;

(c) no consent or approval of or registration, declaration or filing with any Government Authority is required for the execution or delivery of this Agreement by the Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of any of its obligations hereunder;

(d) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained herein;

(e) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the

ability of the Purchaser to enter into this Agreement or to consummate the Transaction and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success;

(f) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as of Closing, duly and validly executed and delivered by the Purchaser and constitute or will, as of Closing, constitute legal, valid and binding obligations of the Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof;

(g) the Purchaser is not a non-Canadian person as defined in the *Investment Canada Act*;

(h) The Purchaser has now and will have on the Closing Date the financial resources to complete this transaction in accordance with the terms of this Agreement; and

(i) the Purchaser is registered or will be registered on Closing under Part IX of the ETA.

3.3 Record of Site Condition in the Environmental Registry

If at any time following Closing the Purchaser, in its sole discretion, elects to file a Record of Site Condition (**"RSC"**) in respect of any Property, then the following clause will be deemed to have formed part of this Agreement as at the time of execution hereof, in respect only of the Property for which the RSC is filed:

"The Purchaser covenants and agrees that following the Closing, it shall file, at its sole cost and expense, a Record of Site Condition in the Environmental Registry as contemplated under s.168.4 of the Environmental Protection Act for the Property."

On Closing, the Purchaser shall deliver an indemnity in favour of the Vendor in which it agrees to indemnify and save the Vendor harmless from any and all Claims incurred by the Vendor in the event the Purchaser fails to make such filings.

3.4 Receiver's Representations

The Receiver represents and warrants to the Purchaser as follows:

(a) the Receiver has been duly appointed as the receiver of the Purchased Assets pursuant to the Appointment Order and has full right, power and authority, subject to obtaining the Approval and Vesting Order prior to Closing, to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order; and

(b) the Receiver is not a non-resident of Canada for purposes of Section 116 of the *Income Tax Act* (Canada).

3.5 Survival of Representations, Warranties and Covenants

The representations, warranties, agreements and covenants made by the Purchaser herein or in any other agreement, certificate or instrument delivered by the Purchaser to the Vendor pursuant to this Agreement shall survive the Closing, and notwithstanding the Closing, shall continue in full force and effect for the benefit of the Vendor, without limitation.

SECTION 4 — CONDITIONS

4.1 Purchaser Closing Conditions

The obligation of the Purchaser to complete the Transaction is subject to the following conditions precedent being fulfilled or performed at or prior to the Closing Date (the "**Purchaser Closing Conditions**"):

(a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;

(b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at Closing all the documents contemplated in Section 5.3 or elsewhere in this Agreement;

(c) intentionally deleted;

(d) the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction; and

(e) the Receiver shall have determined in accordance with the Sale Procedure that this Agreement is the Successful Bid.

The Purchaser Closing Conditions are for the exclusive benefit of the Purchaser. Any Purchaser Closing Condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

4.2 Purchaser Closing Conditions Not Fulfilled

If any Purchaser Closing Condition has not been fulfilled at or prior to Closing, then the Purchaser in its sole discretion may, either:

(a) terminate this Agreement by notice to the Vendor, in which event the Purchaser shall be released from its obligations under this Agreement and the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof; or

(b) waive compliance with any such Purchaser Closing Condition, without prejudice to its right of termination in the event of non-fulfillment of any other Purchaser Closing Condition.

4.3 Vendor Closing Conditions

The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing Date (the "**Vendor Closing Conditions**"):

(a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;

(b) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated in Section 5.2 or elsewhere in this Agreement;

(c) there shall be no litigation or proceedings pending against the Vendor, in respect of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper;

(d) The Receiver shall have determined in accordance with the Sale Procedure that this Agreement is the Successful Bid; and

(e) On the closing date, the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction.

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

4.4 Vendor Closing Conditions Not Fulfilled

If any Vendor Closing Condition shall not have been fulfilled at or prior to Closing, then the Vendor in its sole subjective discretion may, without limiting any rights or remedies available to the Vendor at law or in equity, either:

(a) terminate this Agreement by notice to the Purchaser in which event the Vendor shall be released from all obligations under this Agreement and, unless the Vendor Closing Condition that was not fulfilled was the Vendor Closing Condition contained in Section 4.3(c), the Deposit shall be retained by the Vendor in accordance with the provisions of Section 2.5

hereof; or

(b) waive compliance with any such Vendor Closing Condition without prejudice to its right of termination in the event of non-fulfillment of any other Vendor Closing Condition.

4.5 Approval and Vesting Order

The obligations of the Vendor and the Purchaser hereunder are subject to the mutual condition that the Vesting Order shall have been made by the Court on a date to be determined by the Receiver approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Debtor in the Purchased Assets free and clear of all Encumbrances, other than the Permitted Encumbrances. The Parties hereto acknowledge that the foregoing condition has been inserted for the mutual benefit of the Parties and is incapable of waiver. In the event that said condition has not been fulfilled by the aforesaid date, the Transaction shall automatically be deemed to be null and void and of no further force and effect as of said date and provided that the Purchaser is not in default of its obligations hereunder, the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof. The Parties further acknowledge that the Application to the Court for the Vesting Order will be made as soon as reasonably practical after the binding Agreement is entered into by the Parties.

SECTION 5 — CLOSING

5.1. Closing

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

5.2. Purchaser's Deliveries on Closing

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

(a) payment of the Purchase Price;

(b) a certificate, dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;

(c) an acknowledgement dated as of the Closing Date, that each of the Purchaser Closing Conditions have been fulfilled, performed or waived as of the Closing Date;

(d) assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor

for any Claims under the Assumed Liabilities;

(e) the certificate and indemnity provided for under Section 2.11;

(f) an undertaking to re-adjust any item on or omitted from the statement of adjustments subject to 60 day limitation period in Section 2.8;

(g) an environmental release and indemnity indemnifying and holding the Vendor harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively **"Damages"**) suffered or incurred by the Vendor, directly or indirectly, as a result of or in connection with any of the following, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:

(i) the presence, release, or the threat of a release of any Hazardous Materials in, on or under the Property;

(ii) the presence of any Hazardous Materials in, on or under properties adjoining or proximate to the Property;

(iii) any other environmental matters relating to the Property;

(iv) the breach of any Environmental Laws applicable to the Property;

(v) the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Purchaser;

(vi) the Environmental Condition; or

(vii) the Indemnity provided for in Schedule 3.3; and

(h) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

5.3 Vendor's Deliveries on Closing

(a) On or before the Closing, the Vendor shall execute and deliver to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

(i) statement of adjustments;

(ii) an acknowledgement dated as of the Closing Date, that each of the Vendor Closing Conditions have been fulfilled, performed or waived as of the Closing Date;

(iii) an assignment of the Purchased Assets and assumption of the

Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;

(iv) assignment of all Leases;

(v) the Approval and Vesting Order; and

(vi) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

(b) Upon the completion of the deliveries pursuant to Section 5.2 and 5.3(a), the Vendor shall immediately file a certificate with the Court (the "**Receiver's Certificate**") that the Transaction has been completed and title to the Property shall vest in the Purchaser effective immediately upon the filing with the Court of the Receiver's Certificate and shall deliver to the Purchaser a copy of same.

5.4 Risk

The Purchased Assets shall be and remain at the risk of the Vendor until Closing. From and after Closing, the Purchased Assets shall be at the risk of the Purchaser. In the event that the Purchased Assets shall be damaged prior to Closing, then the Vendor shall advise the Purchaser in writing within twenty-four (24) hours of the Vendor learning of same. In the event that the Purchased Assets shall be materially damaged prior to Closing then the Vendor shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement by notice, in writing, to the Purchaser and in such event the Parties hereto shall be released from all obligations and liabilities hereunder. If the Vendor shall not elect to terminate this Agreement as set out above, then the Transaction shall be completed in accordance with the terms and conditions hereof and the Purchaser shall be entitled to all proceeds of insurance payable in respect thereof, if any.

5.5 Termination

If either the Vendor or the Purchaser validly terminates this Agreement pursuant to the provisions of Sections 4.2, 4.4, 4.5 or 5.4:

(a) all the obligations of both the Vendor and Purchaser pursuant to this Agreement shall be at an end; and

(b) the Purchaser shall have no right to specific performance or any other remedy against, or any right to recover on account of any Claim it may have from, the Vendor.

5.6 Breach by Purchaser

If all of the Purchaser Closing Conditions have been complied with or waived by the Purchaser and the Purchaser fails to comply with the terms of this Agreement, the

Vendor may by notice to the Purchaser elect to treat this Agreement as having been repudiated by the Purchaser. In addition, the Purchaser shall pay to the Vendor, on demand, the deficiency, if any, arising upon such resale (after deducting the expenses of resale) together with interest and all other damages or charges occasioned by or resulting from the default by the Purchaser.

5.7 Electronic Registration

In the event that a system for electronic registration ("**Ereg**") is operative and mandatory in the applicable land registry office, the Purchaser agrees to cause all necessary procedures to be taken, as may be required by the Vendor or the Vendor's solicitors, to complete the Transaction using Ereg in accordance with the Law Society of Ontario's (the "**LSO**") guidelines. If Ereg is operative on the Closing Date, (i) the Purchaser agrees to use a lawyer authorized to use Ereg and who is in good standing with the LSO, (ii) the Purchaser's solicitors will enter into the Vendor's solicitors' standard form of escrow closing agreement or document registration agreement, which will establish the procedures for closing the Transaction provided same are in accordance with LSO guidelines, and (iii) if the Purchaser's solicitors are unwilling or unable to complete the Transaction using Ereg, then the Purchaser's solicitors must attend at the Vendor's solicitors' office or at another location designated by the Vendor's solicitors at such time on Closing as directed by the Vendor's solicitors to complete the Transaction using Ereg utilizing the Vendor's solicitors' computer facilities, in which event, the Purchaser shall pay to the Vendor's solicitors a reasonable fee therefor.

SECTION 6 - GENERAL

6.1. Further Assurances

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

6.2. Notice

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

in the case of the Purchaser, as follows:

Attention: AYOUB EFTEKHARNEJAD
Telephone No:
Email: aeftekharnejad_ca@yahoo.ca

and in the case of the Vendor, as follows:

TDB Restructuring Limited, Court-Appointed
Receiver of 5004591 Ontario Inc.
11 King Street West

Suite 700, PO Box 27
Toronto, ON M5H 4C7

Attention: Arif Dhanani
Email: adhanani@tdbadvisory.ca

with a copy to:

Garfinkle Biderman LLP
801-1 Adelaide Street East
Toronto, ON M5C 2V9

Attention: Avrom W. Brown
Email: abrown@garfinkle.com

and a copy to:

Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1

Attention: Steve Keyzer
Email: steve.keyzer@colliers.com

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

6.3. Time

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

6.4. Currency

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

6.5. Benefit of Agreement

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

an "affiliate" of the Purchaser (as such term is defined in the *Business Corporations Act* (Ontario)), provided that the Purchaser remains liable, jointly, with such affiliate for all the obligations of the Purchaser hereunder. To the extent that any such assignment occurs, this Agreement and all provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6.6. Amendments and Waiver

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser may consent to any such amendment at any time prior to the Closing with the prior authorization of their respective boards of directors.

6.7. Entire Agreement

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

6.8. Paramountcy

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

6.9. Severability

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

6.10. Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

6.11. Commission

The Vendor shall be responsible for any commissions to the Agent. Any other commissions payable to any other party shall be the responsibility of the Purchaser.

6.12. Certain Words

In this Agreement, the words "including' and "includes" means "including (or includes) without limitation", and "third party" means any Person who is not a Party.

6.13. Statutory References

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

6.14. Actions to be Performed on a Business Day

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

6.15. No Registrations

The Purchaser hereby covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, or any other document providing evidence of this Agreement against title to the Property. Should the Purchaser be in default of its obligations under this Section, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement, caution, certificate of pending litigation or other document providing evidence of this Agreement or any assignment of this Agreement from the title to the Property and the Purchaser shall be deemed to be in default of its obligations hereunder. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in law to cause the removal of such notice of this Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property. The Purchaser acknowledges and agrees that until Closing, the Purchaser has no interest in the Property whatsoever, notwithstanding anything to the contrary herein.

6.16. Strict Construction

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

6.17. No Third Party Beneficiaries

This Agreement shall be binding upon and enure solely to the benefit of each of the Parties hereto and its permitted assigns and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no person or entity shall be regarded as a third party beneficiary of this Agreement. Each of the Parties agrees that all provisions of this Agreement, and all provisions of any and all documents and security delivered in connection herewith, shall not merge and except where otherwise expressly stipulated herein, survive the closing of the Transaction.

6.18. Planning Act

This Agreement is entered into subject to the express conditions that it is to be effective only if the provisions of Section 50 of the *Planning Act* (Ontario) and amendments, are complied with.

6.19. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

6.21 Expenses

Each Party shall be responsible for its own legal and other expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transaction and for the payment of any broker's commission, finder's fee or like payment payable by it in respect of the purchase and sale of the Purchased Assets pursuant to this Agreement.

(Remainder of this page intentionally left blank)

6.22 Announcements

Except as required by law including applicable regulatory and stock exchange requirements, all public announcements concerning the Transaction shall be jointly approved as to form, substance and timing by the Parties after consultation.

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

TDB RESTRUCTURING LIMITED in its capacity as Court-Appointed Receiver and not in its personal capacity

Per: _____
Name: Arif Dhanani, CPA, CA, CIRP, LIT
Title: Managing Director

1604706 Ontario Inc.

Per: _____
Name:
Title:

12/02/24

Schedule "A"

Property

PIN No. 10306-0064 (LT) – 2849 Islington Avenue

Part Lot 22 Concession 6 WYS Township of York as in NY735134; Toronto (N York), City of Toronto

PIN No. 10306-0035 (LT) – 2857 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379983; Toronto (N York), City of Toronto

PIN No. 10306-0034 (LT) – 2855 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379984; Toronto (N York), City of Toronto

PIN No. 10306-0033 (LT) – 2853 Islington Avenue

Part Lot 1 Plan 9059 North York as in TB221318; Toronto (N York), City of Toronto

PIN No. 10306-0032 (LT) – 2851 Islington Avenue

Part Lot 1 Plan 9059 North York as in TR92058; Toronto (N York), City of Toronto

MB

Hearing Brief p. 328

Schedule "B"

Permitted Encumbrances

"Permitted Encumbrances" means the following:

1. The exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*, R.S.O. 1990, and any amendments thereto or any successor legislation, except paragraph 11;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements or rights of way in favour of any governmental authority or public utility provided that none of the foregoing interfere in any material adverse respect with the current use of the Property;
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due;
5. All agreements and easements, registered or otherwise, for utilities and services for hydro, water, heat, power, sewer, drainage, cable and telephone serving the Property, adjacent or neighbouring properties, provided none of the foregoing interfere in any material adverse respect with the current use of the Property;
6. Any encroachments, minor defects or irregularities indicated on any survey of the Property or which may be disclosed on an up-to-date survey of the Property provided that in either case same do not materially adversely impair the use, operation, or marketability of the Property;
7. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;
8. Any breaches of any Applicable Laws, including Work Orders;
9. Any subdivision agreements, site plan agreements, developments and any other agreements with the Municipality, Region, publicly regulated utilities or other governmental authorities having jurisdiction;
10. Minor title defects, if any, that do not in the aggregate materially affect the use of the Property for the purposes for which it is used on the date of acceptance of this Agreement;
11. The following specific instruments registered on title against the Property:

Permitted Encumbrances related to the Property
(unaffected by the Aporoval and Vesting Order)

MB

Hearing Brief p. 328

Reg. Num.	Date	Instrument Type	Parties To
NY524794	November 21, 1967	Agreement	The Corporation of the Borough of North York
NY579166	July 20, 1970	By-law exempting Part Lot Control	
NY593705	May 12, 1971	Agreement	The Borough of North York
NY608306	December 29, 1971	Agreement	The Corporation of the Borough of North York
NY620929	July 28, 1972	Municipal By-law	
NY632269	January 29, 1973	Notice of Airport Zoning Regulations	Department of Transportation
TB379984	December 29, 1986	Statutory Declaration of Anthony Dilena	
TR57844	March 27, 2000	Notice	Her Majesty the Queen in Right of the Department of Transport Canada
AT4601553	June 19, 2017	Section 37 Agreement	City of Toronto
AT4601554	June 19, 2017	Rental Housing Agreement	City of Toronto
AT4601555	June 19, 2017	Restriction preventing any Transfer or Charge of the lands or any part thereof without the prior written consent of the Chief Planner, of the City of Toronto	
AT4867240	May 18, 2018	Site Plan Agreement	City of Toronto

MB

Schedule "C"

Excluded Assets

SCHEDULE D

Sale Procedure

Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) dated December 6, 2023 and effective December 22, 2023 (the **"Appointment Order"**), RSM Canada Limited was appointed receiver and manager, without security, of the lands and premises set out on **Schedule "B"** attached hereto (the **"Property"**) owned by the Debtor(s) and of all of the assets, undertakings and properties of the Debtor(s) acquired for, or used in relation to the Property, including all proceeds thereof.

Pursuant to the Substitution Order of the Ontario Court of Justice (Commercial List) dated March 1, 2024, (the **"Substitution Order"**) the name of TDB Restructuring Limited (**"Receiver"**) was substituted in the place of the name of RSM Canada Limited.

Accordingly, the following Sale Procedure shall govern the sales process relating to the solicitation by the Receiver of one or more Bids for the Property.

All denominations are in Canadian Dollars.

1. Definitions

Capitalized terms used in this Sale Procedure shall have the definitions given to them in the preamble hereto and as follows:

"Acknowledgement of Sale Procedure" means an acknowledgement of the Sale Procedure in the form attached as **Schedule "A"** hereto;

"Agreement of Purchase and Sale" shall be the form of Agreement uploaded to Dataroom;

"Back-up Bid" means the next highest and/or best Qualified Bid after the Successful Bid, as assessed by the Receiver, taking into account financial and contractual terms and the factors relevant to the Sale Procedure, including those factors affecting the speed and certainty of consummating the proposed sale;

"Back-up Bidder" means the Bidder that submits the Back-up Bid;

"Bid" means a bid submitted by a Bidder pursuant to Section 7 hereof;

"Bid Deadline" means 4 p.m. (Toronto time) on June 3, 2024;

"Bidder" means a party that submits a Bid in accordance with Section 8;

MB

"Confidential Data Room" means a private data room prepared and maintained by the Receiver or the Listing Agent containing confidential information in respect of or related to the Property;

"Confidential Information" means the confidential information in the Confidential Data Room;

"Confidentiality Agreement" means an executed confidentiality agreement in form and substance acceptable to the Receiver and its counsel;

"Debtor(s)" means, collectively, 5004591 Ontario Inc.;

"Encumbrances" means, collectively, all pledges, liens, security interests, encumbrances, claims, charges, options, and interests;

"Good Faith Deposit" means a cash deposit in an amount equal to 10% of the purchase price as set out in the Agreement of Purchase and Sale;

"Interested Party" means a party participating in this Sale Procedure;

"Listing Agent" shall mean Colliers Macaulay Nicolls Inc.;

"Notice Parties" means the Receiver, its counsel and the Listing Agent;

"Participant Requirements" has the meaning set out in Section 4 hereof;

"Qualified Bid" means a Bid that satisfies the conditions set out in Section 7 hereof as determined by the Receiver;

"Qualified Bidder" means a Bidder submitting a Qualified Bid;

"Sale Hearing" means a Court hearing on motion by the Receiver for an Order to approve the sale of the Property to the Successful Bidder;

"Successful Bid" means the highest and best Qualified Bid as determined by the Receiver, taking into account financial and contractual terms and the factors relevant to the Sale Procedure, including the Expense Reimbursement, if applicable, and those factors affecting the speed and certainty of consummating the proposed sale; and

"Successful Bidder" means the Bidder that submits the Successful Bid.

2. Assets for Sale

The Receiver is soliciting offers for all of and not less than all of the right, title and interest of the Receiver and the Debtor(s) in and to the Property.

3. Sale Procedure Structure and Bidding Deadlines

Interested Parties that meet the Participant Requirements shall be given access to the Confidential Information in the Confidential Data Room.

All Bids must be submitted to the Notice Parties by email in accordance with the terms of this Sale Procedure so that they are actually received by each of the Notice Parties no later than the Bid Deadline.

A Bid received after the Bid Deadline shall not constitute a Bid and shall be disqualified. A Bid shall be delivered to all Notice Parties at the same time.

4. Participant Requirements

To participate in the Sale Procedure and to otherwise be considered for any purpose hereunder, each Interested Party must provide the Receiver with each of the following: (i) an executed Confidentiality Agreement; and (ii) an executed Acknowledgement of Sale Procedure (collectively, the **"Participant Requirements"**).

5. Access to Due Diligence Materials

Only Interested Parties that satisfy the Participant Requirements **("Potential Bidders")** will be eligible to receive access to the Confidential Data Room.

The Receiver and the Listing Agent will be responsible for the coordination of all reasonable requests for additional information and due diligence access from Potential Bidders. Neither the Receiver nor the Listing Agent shall be obligated to furnish any due diligence information after the Bid Deadline. Neither the Receiver nor the Listing Agent, nor their agents, shall be responsible for, and will bear no liability with respect to, any information obtained by any party in connection with the sale of the Property, or any of them.

6. Information from Interested Parties

Each Potential Bidder shall comply with all reasonable requests for additional information by the Receiver and/or the Listing Agent regarding such Potential Bidder and its contemplated transaction. Failure by a Potential Bidder to comply with requests for additional information will be a basis for the Receiver to determine that the Potential Bidder is not a Qualified Bidder.

7. Bid Requirements

In order to be considered a Qualified Bid, as determined by the Receiver, a Bid must satisfy each of the following conditions:

a) Written Submission of Agreement of Purchase and Sale. The Bid must be

MB

submitted by the Bid Deadline. The Agreement of Purchase and Sale must constitute a written and binding commitment to close on a transaction for the purchase of the Property, on the terms and conditions set forth therein;

b) Irrevocable. A Bid must be received by the Bid Deadline, in accordance with Section 3 above, and must be irrevocable until the date on which the Receiver obtains court approval of the Successful Bid, subject to the provisions hereof regarding the Back-up Bid being deemed to be the Successful Bid;

c) Conditions. A Bid may not be conditional on obtaining financing or any internal approval or on the outcome or review of due diligence. Any other terms and conditions associated with a Bid may not, in aggregate, be more burdensome in the sole and exclusive opinion of the Receiver;

d) Financing Sources. A Bid must be accompanied by: (i) written evidence of a commitment for financing or other evidence of the Bidder's ability to close on the Agreement of Purchase and Sale satisfactory to the Receiver; (ii) appropriate contact information for such financing sources; and (iii) names of all principals of the Purchaser together with names of all development partners whether corporate or personal in sufficient detail to allow the Receiver to make a determination as to the Purchaser's ability to complete the transaction in accordance with the terms of the Agreement of Purchase and Sale;

e) Intentionally deleted.

f) Good-Faith Deposit. Each Bid must be accompanied by a Good Faith Deposit that shall be paid to the Receiver's counsel by wire transfer or banker's draft, to be held by the Receiver's counsel in trust in accordance with this Sale Procedure and which shall constitute the Deposit under the Agreement of Purchase and Sale; and

g) Intentionally deleted.

The Receiver shall be entitled to seek additional information and clarifications from Bidders in respect of their Bids at any time.

8. Intentionally deleted.

9. Designation as Qualified Bidder

Following the Bid Deadline, the Receiver shall determine which Bidders are Qualified Bidders. The Receiver shall notify each Bidder of its determination as to whether the Bidder is a Qualified Bidder as soon as practicable after the Bid Deadline.

10. Determination of Successful Bid

If one or more Qualified Bids is received by the Bid Deadline, the Receiver may

MB

by a date to be determined by the Receiver: (i) conduct an auction amongst the Qualified Bidders, on terms to be determined by the Receiver and communicated to the Qualified Bidders; and/or (ii) negotiate with the Qualified Bidders to determine the Successful Bid and the Back-up Bid, if any.

Upon determination of the Successful Bid and the Back-up Bid, if any, the Receiver shall, as soon as reasonably practicable, seek Court approval of, and authority to consummate, the Agreement of Purchase and Sale included in the Successful Bid and the transactions provided for therein. The Receiver shall post notice of its application to Court for approval of the Successful Bid on its website established pursuant to the Appointment Order.

If no Qualified Bid is received by the Bid Deadline, then the Sale Procedure shall be terminated.

11. Intentionally deleted.

12. Acceptance of Successful Bid

Subject to the terms of the Agreement of Purchase and Sale, the Receiver will be deemed to have accepted a Successful Bid only when the Successful Bid has been approved by the Court. The Receiver will be deemed to have accepted a Back-up Bid only when it has been approved by the Court and has been deemed to be a Successful Bid.

13. Intentionally deleted.

14. "As Is, Where Is"

The sale of the Property, pursuant to this Sale Procedure shall be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Receiver, the Listing Agent or their respective officers, directors, employees, representatives or agents, except to the extent set forth in the Successful Bid. Each Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Property prior to making its Bid, that it has relied solely on its own independent review, investigation, and/or inspection of any documents and/or the Property in making its Bid, and that it did not, does not, and will not rely on any written or oral statements, representations, promises, warranties, conditions or guarantees whatsoever, whether express or implied or arising by operation of law or otherwise, regarding the Property, made by the Receiver, the Listing Agent or their respective officers, directors, employees, representatives or agents or the accuracy or completeness of any information provided in connection therewith, except as expressly stated in this Sale Procedure or as to another Successful Bidder, the applicable Agreement of Purchase and Sale.

15. Free Of Any and All Encumbrances

Except as otherwise provided in the Successful Bid, the Property shall be sold

MB

free and clear of all Encumbrances, except the Permitted Encumbrances, in accordance with an approval and vesting order of the Court, with all Encumbrances on or against the Property that are sold, other than the Permitted Encumbrances, to attach to the net proceeds of the sale of such Property after completion of such sale under a Successful Bid.

16. Back-up Bid

If the Successful Bid is approved by the Court and the Successful Bidder fails to consummate the transaction in accordance with the terms and conditions of the Successful Bid, the Receiver shall be entitled, but not required, to deem the Back-up Bid the Successful Bid. The Receiver may seek the Court's approval to consummate the transaction with the Back-up Bidder at the Sale Hearing on a conditional basis, or may seek such approval in the event that it deems the Back-up Bid to be the Successful Bid under this section.

17. Return of Good Faith Deposit

Good Faith Deposits of all Qualified Bidders shall be held in a non-interest bearing account of the Receiver's counsel. Good Faith Deposits of all Qualified Bidders, other than the Successful Bidder and the Back-up Bidder, shall be returned, without interest, to such Qualified Bidders within three (3) business days after the selection of the Successful Bidder and the Back-up Bidder. Good Faith Deposits of the Successful Bidder shall be applied to the purchase price of such transaction at closing. The Good Faith Deposit of the Back-up Bidder shall be returned, without interest, to the Back-up Bidder within three (3) business days after the closing of the transaction(s) contemplated by the Successful Bid. If a Successful Bidder (including any Back-up Bidder deemed to be a Successful Bidder hereunder) fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Receiver shall be entitled to retain the Good Faith Deposit of the Successful Bidder as part of its damages resulting from the breach or failure to perform by the Successful Bidder. If the Successful Bidder fails to consummate an approved sale for any reason, and a transaction is completed with the Back-up Bidder, the Good Faith Deposit of the Back-up Bidder shall be applied to the purchase price of the transaction(s) contemplated by the Agreement of Purchase and Sale of the Back-up Bidder at closing.

18. Modifications and Reservations

This Sale Procedure may be modified or amended by the Receiver, provided that if such modification or amendment materially deviates from this Sale Procedure, such modification or amendment may only be made by order of the Court.

MB

Schedule "A"

ACKNOWLEDGEMENT

TO: TDB Restructuring Limited, in its capacity as court-appointed receiver and manager of the lands and premises described on Schedule "B" (the **"Property"**) (the **"Receiver"**)

RE: The sale procedure with respect to the sale by the Receiver of the Property (the **"Sale Procedure"**)

The undersigned hereby acknowledges receipt of, and its agreement with, the Sale Procedure.

DATED this ____ day of _____, 20__.

Per:_____
Name:
Title:

Per:_____
Name:
Title:

I/We have authority to bind the corporation.

MB

Schedule "B"

PROPERTY

PIN No. 10306-0064 (LT) – 2849 Islington Avenue

Part Lot 22 Concession 6 WYS Township of York as in NY735134; Toronto (N York), City of Toronto

PIN No. 10306-0035 (LT) – 2857 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379983; Toronto (N York), City of Toronto

PIN No. 10306-0034 (LT) – 2855 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379984; Toronto (N York), City of Toronto

PIN No. 10306-0033 (LT) – 2853 Islington Avenue

Part Lot 1 Plan 9059 North York as in TB221318; Toronto (N York), City of Toronto

PIN No. 10306-0032 (LT) – 2851 Islington Avenue

Part Lot 1 Plan 9059 North York as in TR92058; Toronto (N York), City of Toronto

OREA Ontario Real Estate Association

Form 505
for use in the Province of Ontario

Schedule B
Agreement of Purchase and Sale - Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: 1604706 Ontario Inc. and

SELLER: TBD Restructuring Limited (formerly RSM Canada Limited), solely in its capacity as Court-Appointed Receiver of 2849-2857 Islington Avenue, Toronto.

for the purchase and sale of 2849* Islington Ave,Toronto W05, Humber Summit, Toronto, Ontario M9L 2J9

dated the day of , 20

Deposit Interest

The Buyer gives consent for **Colliers Macaulay Nicolls Inc.** ("**Colliers**") to place the deposit in an interest-bearing account:	[X] (Does)	[ ] (Does Not)

The parties to this Agreement hereby acknowledge that if the Buyer has instructed Colliers to deposit funds in an interest-bearing account, such funds shall be placed with the Bank of Montreal (BMO) at the current Canadian Prime rate less Two Point Six percent (BMO Prime rate – 2.6%). Any accrued interest on the deposit will be paid to the Buyer as soon as possible after completion or other termination of this Agreement.

FINTRAC: Individual and Corporation/Entity Identification Information Record

The parties to this transaction hereby acknowledge that real estate brokers and sales representatives are subject to the PROCEEDS OF CRIME (Money Laundering) and TERRORIST FINANCING ACT (PCMLTFA) and are required by Canada's financial intelligence unit and anti-money laundering and anti-terrorist financing regulator, FINTRAC, to comply with their obligations under the ACT and its Regulations. Such obligation includes verifying the identity and keeping records of all entities and individuals on the real estate transaction.

The parties to this transaction who are represented by Colliers, or are unrepresented by a Real Estate Brokerage, further acknowledge that they will be required to provide individual and corporation/entity identification information to Colliers.

Colliers is committed to the protection of all personal information under its control.

This form must be initialled by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): MB

INITIALS OF SELLER(S):

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

APPENDIX AA

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W., Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

IN THE MATTER OF THE RECEIVERSHIP OF

311 CONACHER DRIVE, KINGSTON, ONTARIO AND

2849, 2851, 2853, 2855 AND 2857 ISLINGTON AVENUE, TORONTO, ONTARIO

SUPPLEMENT TO FIFTH REPORT OF THE RECEIVER

DECEMBER 4, 2025

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

Contents

1.0 INTRODUCTION 1
1.1 Purpose of the Supplemental Report 1
2.0 KINGSTON PROPERTY 2
2.1 Sale of the Kingston Property 2
2.2 Distribution of Sales Proceeds 2
3.0 REMAINING BALANCE OWED TO CAMERON STEPHENS 3

APPENDICES

Fifth Report (without appendices) ..... A

Receiver's Certificate (closing of Kingston Property) ..... B

Fourth Report (without appendices) C

Cameron Stephens Statement ..... D

1.0 INTRODUCTION

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on December 6, 2023, which order was effective December 22, 2023 (the "**Appointment Order**"), RSM Canada Limited was appointed receiver (the "**Receiver**"), without security, of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "**Kingston Property**") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**" and together with the Kingston Property, the "**Properties**"). A copy of Appointment Order is attached as Appendix A to the Fifth Report (defined below).

2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the "**Omnibus Order**"). A copy of the Omnibus Order is attached as Appendix B to the Fifth Report.

3. The fifth report to the Court of the Receiver dated November 28, 2025 (the "**Fifth Report**") and motion record related thereto was served on November 30, 2025. The Fifth Report was filed in support of the Receiver's request for an approval and vesting order approving an agreement of purchase and sale for the Toronto Property between the Receiver and Arjun Anand ("**Anand**") dated September 26, 2024 (the "**Toronto APS**"). A copy of the Fifth Report, without appendices, is attached hereto as **Appendix** "**A**".

4. This report (the "**Supplemental Report**") is a supplement to the Fifth Report and should be read in conjunction with the Fifth Report. Capitalized terms, unless otherwise expressly defined, shall have the meaning set out in the Fifth Report.

5. The Appointment Order, together with Court documents related to the receivership proceeding, has been posted on the Receiver's website, which can be found at https://tdbadvisory.ca/insolvency-case/311-conacher-drive-kingston-ontario2849-2851-2853-2855-and-2857-islington-avenue-toronto-ontario/.

1.1 Purpose of the Supplemental Report

6. The purpose of this Supplemental Report is to provide the Court with:

(a) an update on the sale of the Kingston Property;

(b) information on the distribution of proceeds from the sale of the Kingston Property; and

(c) an updated payout statement provided to the Receiver by Cameron Stephens.

2.0 KINGSTON PROPERTY

2.1 Sale of the Kingston Property

7. The Receiver attended in Court on October 17, 2025 to seek, among other things, an approval and vesting order (the "**AVO**") in favour of 1000321689 Ontario Ltd. (the "**Kingston Property Purchaser**"), which order was granted by Justice Steele.

8. The sale of the Kingston Property was scheduled to close 30 calendar days after the issuance of the AVO and specifically on November 17, 2025. The Kingston Property Purchaser requested extensions to: (i) November 24, 2025, which the Receiver granted; (ii) November 27, 2025, which the Receiver granted; and (iii) December 1, 2025, which the Receiver denied.

9. The sale of the Kingston Property successfully closed on November 27, 2025. A copy of the Receiver's certificate confirming that the transaction closed to the satisfaction of the Receiver is attached hereto as **Appendix** "**B**".

2.2 Distribution of Sales Proceeds

10. Shortly after the closing of the Kingston Property, the Receiver made the payments set out in the chart below in accordance with the Proposed Distribution of Proceeds as defined in the Receiver's fourth report to the Court dated October 6, 2025 (the "**Fourth Report**") and as approved by order of Justice Steele. A copy of the Fourth Report, without appendices, is attached hereto as **Appendix** "**C**".

[remainder of page left blank intentionally]

Description	Amount
Balance in Receiver's account – November 25, 2025	**$568,812.52**
RECEIPTS	
Gross proceeds of sale received	**$16,388,358.72**
DISBURSEMENTS	
Property taxes	$1,859,850.88
Repayment of Receiver's borrowings	500,000.00
Interest paid on repayment of Receiver's borrowings	53,830.15
Sales commissions	412,500.00
Legal fees and disbursements	77,488.31
Receiver's fees and disbursements	23,132.50
HST paid	66,645.30
Total disbursements	**$2,993,447.14**
Balance in Receiver's account after disbursements	**$13,963,724.10**
Distribution to Cameron Stephens	13,888,724.10
Balance remaining in Receiver's account (holdback)	**$75,000.00**

3.0 REMAINING BALANCE OWED TO CAMERON STEPHENS

11. The sale of the Toronto Property is scheduled to close 10 business days after the issuance of the AVO, should the Court grant same. If the AVO is granted on December 12, 2025, the transaction is scheduled to close on December 26, 2025, which is a statutory holiday. The Receiver assumes the transaction will close on December 29, 2025.

12. The Receiver requested that Cameron Stephens provide it with a statement of the remaining balance owed to it as at December 5, 2025 (the "**Statement**"). A copy of the Statement is attached hereto as **Appendix** "**D**".

13. The Statement sets out that the balance owed to Cameron Stephens is $3,535,027.06.

All of which is respectfully submitted to this Court as of December 4, 2025.

TDB RESTRUCTURING LIMIITED, solely in its capacity as Receiver of 311 Conacher Drive and 2849, 2851, 2853, 2855 and 2857 Islington Avenue and not in its personal or corporate capacity

Per: 

Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX BB

IN THE MATTER OF THE RECEIVERSHIP OF
311 CONACHER DRIVE, KINGSTON, ONTARIO
TRUSTEE'S STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD DECEMBER 22, 2023 TO MAY 31, 2026

RECEIPTS		
Advance from secured creditor	$	500,000
Sale of property		16,388,359
Forfeited deposit from purchaser default		250,000
Securities released by the City of Kingston		241,390
Deposits released by Kingston Utilities		414,845
Interest		11,709
Insurance refund		482
Total receipts	**$**	**17,806,785**
DISBURSEMENTS		
Repayment of Receiver's borrowings	$	500,000
Interest on Receiver's borrowings		53,830
Interim distribution to Cameron Stephens		13,888,724
Municipal taxes		1,859,851
Sales commissions		412,500
Insurance		346,713
Possession		35,681
Receiver's fees and costs		189,600
Legal fees		227,007
HST and PST paid		128,342
Site Security and maintenance/landscaping		79,195
Other charges (filing fees, Ascend license fee, bank charges, courier)		971
Total disbursements	**$**	**17,722,413**
EXCESS OF RECEIPTS OVER DISBURSEMENTS	**$**	**84,372**

APPENDIX CC

IN THE MATTER OF THE RECEIVERSHIP OF
2849, 2851, 2853, 2855 AND 2857 ISLINGTON AVENUE
TRUSTEE'S STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD DECEMBER 22, 2023 TO MAY 31, 2026

RECEIPTS		
Proceeds from sale of property	$	2,625,238
Advance from secured creditor		100,000
Forfeit deposit and extension fees - Lakeshore Lux		875,000
Costs - Court of Appeal award		15,000
Interest		16,819
Total receipts	**$**	**3,632,057**
DISBURSEMENTS		
Repayment of advance from secured creditor	$	100,000
Interest paid on repayment of advance from secured lender		6,747
Interim distribution to Cameron Stephens		2,352,963
Property taxes paid on closing		272,810
Possession		983
Landscaping and property attendances		30,506
Insurance		3,530
Commissions paid to listing agent		260,000
Receiver's fees and costs		197,190
Legal fees and disbursements		239,575
HST and PST paid		94,898
Other charges (filing fees, Ascend license fee, bank charges)		1,052
Total disbursements	**$**	**3,560,254**
EXCESS OF RECEIPTS OVER DISBURSEMENTS	**$**	**71,803**

APPENDIX DD

Court File No. CV-23-00701672-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

AFFIDAVIT OF ARIF DHANANI

(Sworn June 3, 2026)

I, **ARIF DHANANI**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am a Managing Director of TDB Restructuring Limited ("**TDB**") and as such I have personal knowledge of the matters to which I hereinafter depose, save and except those matters based upon information and belief, in which case I have stated the source of such facts, all of which I verily believe to be true.

2. Pursuant to an order of the Ontario Superior Court of Justice (the "**Court**") dated December 6, 2023 and effective, December 22, 2023 (the "**Appointment Order**"), RSM Canada Limited ("**RCL**") was appointed receiver and manager (the "**Receiver**"), without security, over the lands and premises described municipally as 311 Conacher Drive, Kingston, Ontario and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario, owned by Conacher Kingston

Holdings Inc. and 5004591 Ontario Inc., respectively. A copy of the Appointment Order is attached to the Receiver's Sixth Report to the Court as Appendix A.

3. On March 1, 2024, the Court granted an order substituting the name TDB in place of RCL (the "**Omnibus Order**"). A copy of the Omnibus Order is attached as Appendix B to the Receiver's Sixth Report to the Court.

4. Attached hereto and marked as **Exhibit "A"** to this my affidavit are copies of invoices issued by the Receiver for fees and disbursements incurred by the Receiver in respect of the receivership proceedings as they relate to the Kingston Property (as defined in the Sixth Report) from October 1, 2025 to May 31, 2026 (the "**Kingston Period**"). The total fees charged for the Kingston Period are $23,569.50, plus disbursements of $0 and HST of $3,064.06 for a total of $26,633.56. The average hourly rate charged during the Period was $580.53.

5. Attached hereto and marked as **Exhibit "A1"** is a schedule summarizing the invoices in Exhibit "A", the total billable hours charged, the total fees charged and the average hourly rate charged.

6. Attached hereto and marked as **Exhibit "B"** to this my affidavit are copies of invoices issued by the Receiver for fees and disbursements incurred by the Receiver in respect of the receivership proceedings as they relate to the Toronto Property (as defined in the Sixth Report) from November 1, 2025 to May 31, 2026 (the "**Toronto Period**"). The total fees charged for the Toronto Period are $40,638.50, plus disbursements of $0 and HST of $5,283.02 for a total of $45,921.52. The average hourly rate charged during the Period was $631.03.

7. Attached hereto and marked as **Exhibit "B1"** is a schedule summarizing the invoices in Exhibit "B", the total billable hours charged, the total fees charged and the average hourly rate charged.

8. The invoices are a fair and accurate description of the services provided and the amounts charged by the Receiver for the Kingston Period and the Toronto Period.

[remainder of page left blank intentionally]

9. I make this affidavit in support of a motion for an Order approving the Receiver's fees and disbursements and for no other or improper purpose.

SWORN BEFORE ME by Arif Dhanani, stated as being located at the City of Toronto in the Province of Ontario, before me at the City of Toronto in the Province of Ontario, on June 3, 2026.

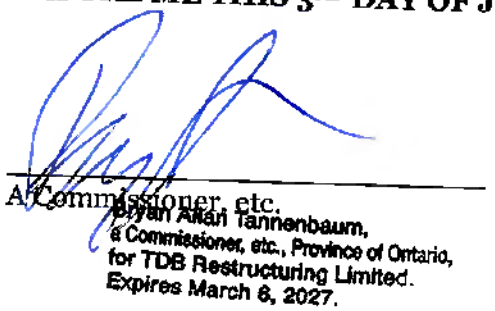
A Commissioner, etc.

Bryan Allan Tannenbaum, a Commissioner, etc., Province of Ontario, for TDB Restructuring Limited. Expires March 6, 2027.

ARIF DHANANI

Bryan Allan Tannenbaum, a Commissioner, etc., Province of Ontario, for TDB Restructuring Limited. Expires March 6, 2027.

THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF ARIF DHANANI SWORN BEFORE ME THIS 3RD DAY OF JUNE, 2026



A Commissioner, etc.

Bryan Allan Tannenbaum,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires March 6, 2027.

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W, Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

To TDB Restructuring Limited
Court-Appointed Receiver of 311 Conacher Drive, Kingston, Ontario
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date November 17, 2025

Client File 16-001
Invoice No. TDB #21
2511008

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 311 Conacher Drive, Kingston, Ontario (the "Property") for the period October 1, 2025 to October 31, 2025.

Date	Professional	Description
10/1/2025	Arif Dhanani	Finalize draft of the Receiver's Fourth Report and send same to J. Larry of Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland") for comments; finalize and have sworn the Receiver's fee affidavit in connection with the Fourth Report.
10/1/2025	Bryan Tannenbaum	Receipt and review of A. Dhanani email with draft Fourth Report.
10/2/2025	Arif Dhanani	Review of comments from Paliare Roland re Receiver's Fourth Report and incorporate changes, as appropriate; review and respond to email from J. Larry re forfeiture of deposit by former purchaser; review of email from R. Shah of Paliare Roland requesting copy of agreement of purchase and sale for the Kingston Property and respond thereto with same; review of email exchange between Garfinkle Biderman and Paliare Roland re Vesting Order and name of purchaser; review of property tax update as at October 31, 2025 provided by Garfinkle Biderman and update report for same; commence assembly of appendices for report.
10/3/2025	Arif Dhanani	Review of email from R. Shah to M. Lauriola of Garfinkle Biderman re subsearch for the purposes of security opinion; review draft notice of motion and approval and vesting order received from Paliare Roland and comment thereon; call with M. Lauriola re fee affidavit; review of email from M. Lauriola with request for Receiver's appointment order, send same to M. Lauriola with Court endorsement dated December 6, 2023.
10/5/2025	Arif Dhanani	Review of Notice of Acceptance and Endorsement from First Insurance Funding of Canada.
10/6/2025	Arif Dhanani	Review of email from R. Shah re completion of Receiver's report and respond thereto with outstanding items required from Paliare Roland and Garfinkle Biderman; review of Paliare Roland fee affidavit and invoices, email to Paliare Roland in this regard; update Receiver's report for Paliare Roland fees; email to Garfinkle Biderman re status of fee affidavit; receipt and review of Garfinkle Biderman fee affidavit and update report; final review of report, insert remaining appendices, execute and assemble report and send same to Paliare Roland for service.
10/6/2025	Bryan Tannenbaum	Receipt and review of Receiver's Report sent to R. Shah.

Date	Professional	Description
10/7/2025	Arif Dhanani	Review of email from R. Shah re request for confidential information from second mortgagee and respond to same; discussion with B. Tannenbaum; review of email from J. Larry in this regard and respond to same.
10/7/2025	Anne Baptiste	Prepare bank reconciliation for September 2025.
10/7/2025	Bryan Tannenbaum	Receipt and review of Motion Record sent to service list; receipt and review of R. Shah email re second mortgagee wanting disclosure of offer; review of A. Dhanani email with comments to not provide offer details given no confidentiality and no provision of security.
10/8/2025	Arif Dhanani	Review of email from A. Brown of Garfinkle Biderman with requests from purchaser's counsel re APS and Vesting Order; call with A. Brown to discuss same.
10/9/2025	Arif Dhanani	Sign off on confidentiality agreement sent by R. Shah; call with E. Terpselas, trustee of the estate of N. Kyriacopoulos regarding the sale of Conacher Drive and email to Paliare Roland in this regard; email exchange with Paliare Roland re second mortgagee and disclosure of confidential information; email to D. Nishimura with instructions to post Receiver's motion record and Fourth Report on the Receiver's website in accordance with the Court's e-Service Protocol.
10/9/2025	Donna Nishimura	Post Motion Record of the Receiver (Sale Approval Conacher) and Receiver's Fourth Report to the Court to the client webpage on the TDB website.
10/14/2025	Arif Dhanani	Review of Receiver's factum served by Paliare Roland and email to D. Nishimura with request to post same on the Receiver's website in accordance with the Court's e-Service Protocol.
10/15/2025	Arif Dhanani	Review of NDA signed by second mortgagee for access to confidential appendix to Receiver's Fourth Report; review of invoice from First Insurance Funding of Canada and forward same to J. Hornbostel with request to complete supporting documentation and set up payment on Receiver's on-line banking platform.
10/16/2025	Arif Dhanani	Discussions with Pronto General Contractors re attendance at the property to re-secure certain homes due to break in by homeless individuals; review and respond to email from E. Terpselas re hearing link; review of email from Paliare Roland re hearing participation form and responses thereto; review and respond to questions from J. Larry in connection with prior sale terminated in November 2025.
10/17/2025	Arif Dhanani	Review of email from M. Byers of Crawley McKewn Brush LLP re court hearing attendance; review of invoice from Paliare Roland and email to J. Hornbostel to complete supporting documentation for payment therefor and to set up payment on the Receiver's on-line banking platform, pay invoice and send payment confirmation to J. Hornbostel to record same in Receiver's GL; call with M. Lauriola re changes to vesting orders and PIN registrations; review of email from M. Lauriola to J. Larry confirming actions taken in connection with vesting order and PIN registrations; attend sale approval motion hearing; review of email from J. Larry to the Court with proposed orders to be signed; review of email with questions on the sale of the Conacher property from E. Terpselas, trustee of the estate of N. Kyriacopoulos, and respond to questions.
10/17/2025	Bryan Tannenbaum	Attend Court before J. Steele for approval of sale; receipt and review of Court Orders and Endorsement.
10/17/2025	Jennifer Hornbostel	Prepare and post payment to Paliare Roland.
10/19/2025	Arif Dhanani	Review of orders and endorsement issued by the Court dated October 17, 2025 and email to D. Nishimura with request to post same on Receiver's website.
10/20/2025	Arif Dhanani	Review of email from M. Lauriola to B. Tannenbaum re closing date.

Date	Professional	Description
10/20/2025	Donna Nishimura	Post Factum of the Receiver (Approval and Vesting Order), Order of the Court – Approval and Vesting, Order of the Court – Ancillary Relief and Endorsement to the client webpage on the TDB website.
10/21/2025	Arif Dhanani	Call with K. Doulas of Rogers & Trainor Commercial Realty Inc. ("RTCR") re granting of approval and vesting order for sale of property, timing of closing, order of priority for payment to various stakeholders.
10/22/2025	Arif Dhanani	Review of email from K. Doulas re reduction in real estate commission percentage and respond with ask for documentation confirming same; confirm timing of closing and that commissions are to be paid from the sales proceeds by the Receiver; review and respond to email from Oracle RMS, insurance broker.
10/23/2025	Arif Dhanani	Call with Pronto General Contractors re completion of clean-up of homes and landscaping; complete statement of receipts and disbursements to October 23, 2025; send reporting email to Cameron Stephens Mortgage Capital Ltd. regarding unpaid costs and estimates going forward; review of email from M. Lauriola re purchaser's unwillingness to close earlier than timing set out in APS; review and respond to email from Oracle RMS regarding insurance coverage.
10/23/2025	Jennifer Hornbostel	Prepare and post payment to Pronto General Contractors.
10/26/2025	Bryan Tannenbaum	Receipt and review of J. Larry email responding to A. Dhanani on recent letter withdrawing offer and effect on sale process.
10/27/2025	Arif Dhanani	Review invoice for insurance premium payable November 4, 2025, set up payment on Receiver's on-line banking platform, make payment, send payment confirmation to J. Hornbostel to record same in Receiver's GL.
10/27/2025	Jennifer Hornbostel	Prepare payment to First Insurance.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	2.10	$ 750	$ 1,575.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	12.50	$ 650	8,125.00
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	1.70	$ 195	331.50
Total hours and professional fees		**16.30**		$ 10,031.50
HST @ 13%				1,304.10
Total payable				**$ 11,335.60**

GST/HST: 80784 1440 RT0001

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W, Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

To TDB Restructuring Limited
Court-Appointed Receiver of 311 Conacher Drive, Kingston, Ontario
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date December 1, 2025

Client File 16-001
Invoice No. TDB #22
2512001

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 311 Conacher Drive, Kingston, Ontario (the "Property") for the period November 1, 2025 to November 30, 2025.

Date	Professional	Description
11/2/2025	Arif Dhanani	Review and sign off on September 2025 bank reconciliation.
11/4/2025	Arif Dhanani	Review of email from M. Lauriola of Garfinkle Biderman LLP re leases and realtor's commission statement; respond to M. Lauriola; email to K. Doulas of Rogers & Trainor Commercial Realty Inc. ("RTCR") with request for commission statement; review of email from M. Lauriola to Kingston Utilities re letters of direction and development agreement and attachments thereto; review of commission statement provided by RTCR and forward same to M. Lauriola with comments.
11/5/2025	Arif Dhanani	Review of revised invoice sent by RTCR and email to RTCR regarding same.
11/6/2025	Arif Dhanani	Review of follow up email from M. Lauriola to Kingston Utilities; review of reply to counsel from Kingston Utilities.
11/6/2025	Anne Baptiste	Prepare bank reconciliation for October 2025.
11/7/2025	Arif Dhanani	Call with Chaitons LLP re receivership and confusion regarding appointment of receiver over 311 Conacher Drive vs. Conacher Kingston Holdings Inc.; email to Chaitons with copy of the Office of the Superintendent of Bankruptcy letter of acknowledgement and Appointment Order.
11/10/2025	Arif Dhanani	Call with A. Brown of Garfinkle Biderman and M. Lauriola re Kingston Utilities deposits.
11/11/2025	Arif Dhanani	Review of email from Kingston Utilities re expansion deposit; review and recalculate statement of adjustments received from Garfinkle Biderman and email to same with agreement with statement as set out; call with A. Brown; review of email from M. Lauriola to Kingston Utilities regarding immediate release of securities and review of reply from Kingston Utilities; review of emails between Garfinkle Biderman and Kingston Utilities re account details for transfer of funds in connection with securities/deposits; filing various emails.
11/12/2025	Arif Dhanani	Review of email from A. Brown re purchaser requesting extension to closing and respond thereto with timeline and questions; call with A. Brown; call with A. Brown and Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens") re condition of extension; call with A. Brown and counsel to the purchaser re terms of extension; email to working group with summary of calls and terms of extension; call with K. Doulas to advise of requested closing extension by

Date	Professional	Description
		purchaser and terms thereof; review of email from Kingston Utilities to Garfinkle Biderman re confirmations required in connection with release of security; review and sign off on acknowledgement to Kingston Utilities.
11/12/2025	Bryan Tannenbaum	Email to M. Lauriola to confirm closing for Monday November 17, 2025; response from A. Brown that purchaser is now requesting a one week extension; email to A. Brown for reason for extension; review of A. Brown response; review of A. Dhanani email with comments.
11/13/2025	Arif Dhanani	Review of email from A. Brown re discussions with potential purchaser's counsel and terms of closing extension; review of email from Cameron Stephens in this regard; review of email from A. Brown re discussions with purchaser and condition of extension and respond thereto; review of letter from A. Brown to counsel for purchaser re terms of extension and undertaking to be signed.
11/19/2025	Jennifer Hornbostel	Post payment to First Insurance.
11/20/2025	Bryan Tannenbaum	Receipt and review of M. Lauriola email confirming closing date of November 27, 2025.
11/21/2025	Arif Dhanani	Review of email from Kingston Utilities to Garfinkle Biderman re assignment agreement.
11/24/2025	Arif Dhanani	Review of changes made by Kingston Hydro to Agreement to Assign and Amend a Residential Development Agreement; review of email from A. Brown re discussion with purchaser's counsel and request for further extension; review of email from purchaser's counsel re extension; email to A. Brown in this regard; review of email from A. Brown to purchaser's counsel with denial of further requested extension; check Receiver's bank account and follow up email to Garfinkle Biderman re release of wire for funds from Kingston Utilities; review of email from M. Hang of Garfinkle Biderman re updated statement of adjustments and review attachments thereto.
11/25/2025	Arif Dhanani	Review of amended assignment agreement sent by M. Lauriola to Kingston Utilities; review of Receiver's bank account for deposit of funds from Garfinkle Biderman in connection with Kingston Utilities deposit; email to M. Lauriola confirming receipt; complete documentation for recording of deposit in Receiver's GL and email to J. Hornbostel with same; review email from M. Hang re closing documents and availability for sign off with M. Lauriola and respond thereto; review of email from Cameron Stephens re timing of payment of proceeds from closing and respond thereto; call with M. Lauriola re review and sign closing documents.
11/25/2025	Jennifer Hornbostel	Post receipt from Garfinkle Biderman.
11/26/2025	Arif Dhanani	Review of follow up email from M. Lauriola to Kingston Utilities re amended assignment agreement; review of signed closing document package.
11/27/2025	Arif Dhanani	Review and respond to email from E. Terpselas, trustee of the estate of N. Kyriacopoulos, in connection with the sale of the Conacher property; review of email from A. Brown re closing; review of email from M. Lauriola re completion of Receiver's closing certificate; review of email from R. Shah of Paliare Roland Rosenberg Rothstein LLP re filing of Receiver's closing certificate; email to Oracle RMS re cancellation of insurance coverage and request for confirmation of same, including any refund amount to be paid to the Receiver; review of insurance cancellation notice, call with Oracle RMS re incorrect insurance policy number on document and decline to sign same.
11/27/2025	Bryan Tannenbaum	Various emails to confirm transaction closed.
11/28/2025	Arif Dhanani	Review of email from M. Hang re wire of net proceeds to Receiver; check Receiver's bank account and email to M. Hang with confirmation of funds and request for reconciliation between gross and net proceeds; review of reconciliation and complete documentation to record same in Receiver's GL and

Date	Professional	Description
		send to J. Hornbostel; call with K. Doulas re closing; call with Pronto General Contractors to discontinue site attendances.
11/28/2025	Jennifer Hornbostel	Post receipt from Garfinkle Biderman.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	0.80	$ 750	$ 600.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	8.60	$ 650	5,590.00
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	0.60	$ 195	117.00
Total hours and professional fees		**10.00**		$ 6,307.00
HST @ 13%				819.91
Total payable				**$ 7,126.91**

GST/HST: 80784 1440 RT0001

To TDB Restructuring Limited
Court-Appointed Receiver of 311 Conacher Drive, Kingston, Ontario
11 King Street West, Suite 700
Toronto, ON M5H 4C7

TDB Restructuring Limited
Licensed Insolvency Trustee
11 King St. W, Suite 700
Toronto, ON M5H 4C7
info@tdbadvisory.ca
416-575-4440
416-915-6228
tdbadvisory.ca

Date January 13, 2026

Client File 16-001
Invoice No. TDB #23
2601015

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 311 Conacher Drive, Kingston, Ontario (the "Property") for the period December 1, 2025 to December 31, 2025.

Date	Professional	Description
12/1/2025	Jennifer Hornbostel	Request EFT increase; prepare wire template; prepare and post payments to Cameron Stephens, Paliare Roland and Garfinkle Biderman.
12/1/2025	Arif Dhanani	Detailed email to J. Hornbostel re amounts to be paid to Cameron Stephens and others, including copy of supporting documentation for payment of Receiver's borrowings; review and respond to email from M. Lauriola of Garfinkle Biderman re keys to built houses; review invoices sent by Paliare Roland, review Receiver's GL and email to Paliare Roland re previous payment made for one invoice; email to J. Hornbostel re payment of second invoice, pay invoice; review invoices received from Garfinkle Biderman; email to J. Hornbostel re payment of invoice with copy to B. Tannenbaum; review wire template created by J. Hornbostel and approve same; discussion with B. Tannenbaum re second approval required; complete on-line wire information re payment amount and initiate wire to Cameron Stephens; send supporting documentation for release of wire to J. Hornbostel to record same in Receiver's GL; reconcile Receiver's GL and draft statement of receipts and disbursements to December 1, 2025; create wire for distribution to Cameron Stephens, obtain second approval from B. Tannenbaum for wire and send wire; email to Cameron Stephens with copy of wire transfer and Receiver's statement of receipts and disbursements; review and respond to email from D. Leitch re repayment of Receiver's borrowings.
12/1/2025	Bryan Tannenbaum	Receipt and review of A. Dhanani email re Garfinkle Biderman trust accounting and invoices; receipt and review of updated statement of receipts and disbursements; various emails with D. Leitch re accounting for realizations and details relating to purchaser who defaulted on transaction.
12/2/2025	Arif Dhanani	Review of email from M. Lauriola re payment of Garfinkle Biderman's fees and provide confirmation of payment as requested by M. Lauriola; review email from K. Doulas of Rogers & Trainor Commercial Realty Inc. re FINTRAC requirements, including review of attachments thereto and respond with copy of appointment order and approval and vesting orders of the Court; review of email from R. Shah of Paliare Roland re supplement to Fifth Report; email to Cameron Stephens with request for updated payout statement.
12/2/2025	Bryan Tannenbaum	Receipt and review of R. Shah email re preparation of a supplement to Fifth Report with updated Cameron Stephens discharge statement; review of

Date	Professional	Description
		A. Dhanani email to Cameron Stephens requesting updated discharge statement.
12/4/2025	Arif Dhanani	Review of email from M. Lauriola to R. Shah re filing of Receiver's Certificate with the Court and response from R. Shah.
12/11/2025	Arif Dhanani	Review of invoice received from First Insurance Funding of Canada; email to broker re previous closing of property and confirmation of cancellation of insurance; review of email from broker indicating invoice should be disregarded.
12/18/2025	Anne Baptiste	Prepare bank reconciliation for November 2025.
12/23/2025	Razma Parwani	Prepare November 2025 bank reconciliation for electronic signature and send same to A. Dhanani and A. Baptiste to sign.
12/30/2025	Arif Dhanani	Review of email from Oracle RMS with formal policy cancellation documents effective November 28, 2025.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	1.20	$ 750	$ 900.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	3.20	$ 650	2,080.00
Anne Baptiste/Razma Parwani/Jennifer Hornbostel	Estate Administrator	1.50	$ 195	292.50
Total hours and professional fees		**5.90**		$ 3,272.50
HST @ 13%				425.43
Total payable				**$ 3,697.93**

GST/HST: 80784 1440 RT0001

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W, Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

To TDB Restructuring Limited
Court-Appointed Receiver of 311 Conacher Drive, Kingston, Ontario
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date February 11, 2026

Client File 16-001
Invoice No. TDB #24
2602013

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 311 Conacher Drive, Kingston, Ontario (the "Property") for the period January 1, 2026 to January 31, 2026.

Date	Professional	Description
1/6/2026	Anne Baptiste	Prepare bank reconciliation for December 2025
1/26/2026	Arif Dhanani	Call with V. David of Cameron Stephens to clarify request re accounting for Kingston Property and re-send email with statement of receipts and disbursements and distribution amount.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	0.20	$ 650	$ 130.00
Anne Baptiste	Estate Administrator	0.50	$ 195	97.50
Total hours and professional fees		**0.70**		$ 227.50
HST @ 13%				29.58
Total payable				**$ 257.08**

GST/HST: 80784 1440 RT0001

TDB Restructuring Limited
Licensed Insolvency Trustee

65 Queen St. West, Suite 605
Toronto, ON M5H 2M5

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

To TDB Restructuring Limited
Court-Appointed Receiver of 311 Conacher Drive, Kingston, Ontario
65 Queen St. West, Suite 605
Toronto, ON M5H 2M5

Date March 27, 2026

Client File 16-001
Invoice No. TDB #25
2603026

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 311 Conacher Drive, Kingston, Ontario (the "Property") for the period February 1, 2026 to February 28, 2026.

Date	Professional	Description
2/2/2026	Razma Parwani	Prepare December 2025 bank reconciliation for electronic signature by A. Dhanani and A. Baptiste.
2/2/2026	Arif Dhanani	Review and sign off on December 2025 bank reconciliation.
2/3/2026	Arif Dhanani	Drafting the sixth report of the Receiver.
2/13/2026	Arif Dhanani	Finalize first draft of Receiver's sixth report and send to J. Larry of Paliare Roland for comments.
2/15/2026	Anne Baptiste	Prepare bank reconciliation for January 2025.
2/17/2026	Arif Dhanani	Review of emails from Paliare Roland re sixth report of the Receiver and court date.
2/20/2026	Razma Parwani	Prepare statement of receipts and disbursements for the Receiver's S. 246(2) interim report as at December 22, 2025.
2/24/2026	Arif Dhanani	Review and sign off on January 2026 bank reconciliation.
2/24/2026	Razma Parwani	Prepare January 2026 bank reconciliation for electronic signature by A. Dhanani and A. Baptiste.
2/25/2026	Arif Dhanani	Review of email from Paliare Roland re outstanding invoice from 2024, review Receiver's records to ascertain whether invoice was previously paid, complete documentation for payment of same, pay invoice and send supporting documentation to J. Hornbostel for recording in Receiver's GL.
2/25/2026	Jennifer Hornbostel	Post payment to Paliare Roland.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	3.50	$ 650	$ 2,275.00
Anne Baptiste/Razma Parwani/Jennifer Hornbostel	Estate Administrator	1.70	$ 195	331.50
Total hours and professional fees		**5.20**		$ 2,606.50
HST @ 13%				338.85
Total payable				**$ 2,945.35**

GST/HST: 80784 1440 RT0001

TDB Restructuring Limited
Licensed Insolvency Trustee

65 Queen St. West, Suite 605
Toronto, ON M5H 2M5

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

To TDB Restructuring Limited
Court-Appointed Receiver of 311 Conacher Drive, Kingston, Ontario
65 Queen St. West, Suite 605
Toronto, ON M5H 2M5

Date June 2, 2026

Client File 16-001
Invoice No. TDB #26
2606002

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 311 Conacher Drive, Kingston, Ontario (the "Property") for the period March 1, 2026 to May 31, 2026.

Date	Professional	Description
3/17/2026	Anne Baptiste	Prepare bank reconciliation for February 2026.
3/30/2026	Razma Parwani	Prepare bank reconciliation for electronic signature by A. Dhanani and A. Baptiste.
4/6/2026	Arif Dhanani	Review February 2026 bank reconciliation and approve same.
4/9/2026	Anne Baptiste	Prepare bank reconciliation for March 2026.
4/15/2026	Arif Dhanani	Emails from/to E. Terpselas, trustee of the estate of N. Kyriacopoulos re listing for Kingston property still online; email to Rogers & Trainor Commercial Realty Inc. re same.
4/17/2026	Razma Parwani	Prepare bank reconciliation for electronic signature by A. Dhanani and A. Baptiste.
4/17/2026	Arif Dhanani	Review of email from First Insurance re completion of forms for insurance refund, complete forms, attach Receiver's account details and send same to First Insurance.
4/20/2026	Arif Dhanani	Reconcile bank account to Receiver's GL and complete statement of receipts and disbursements.
4/21/2026	Arif Dhanani	Review and approve March 2026 bank reconciliation.
4/21/2026	Jennifer Hornbostel	Post receipt from First Insurance.
5/5/2026	Anne Baptiste	Prepare bank reconciliation for April 2026.
5/12/2026	Razma Parwani	Prepare bank reconciliation for electronic signature by A. Dhanani and A. Baptiste.
5/15/2026	Arif Dhanani	Review and sign off on April 2026 bank reconciliation.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	1.40	$ 650	$ 910.00
Anne Baptiste/Razma Parwani/Jennifer Hornbostel	Estate Administrator	1.10	$ 195	214.50
Total hours and professional fees		**2.50**		$ 1,124.50
HST @ 13%				146.19
Total payable				**$ 1,270.69**

GST/HST: 80784 1440 RT0001

THIS IS EXHIBIT "A1" REFERRED TO IN THE AFFIDAVIT OF ARIF DHANANI SWORN BEFORE ME THIS 3RD DAY OF JUNE, 2026

A Commissioner, etc.

Bryan Allan Tannenbaum,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires March 6, 2027.

IN THE MATTER OF THE RECEIVERSHIP OF
311 CONACHER DRIVE, KINGSTON, ONTARIO
SUMMARY OF RECEIVER'S FEES
FOR THE PERIOD OCTOBER 1, 2025 TO MAY 31, 2026

Invoice #	Invoice Date	Period	Hours	Fees	Disbursements	Subtotal	HST	Total	Average Hourly Rate
TDB #21	November 17, 2025	October 1, 2025 to October 31, 2025	16.3	$ 10,031.50	-	$ 10,031.50	$ 1,304.10	$ 11,335.60	$ 615.43
TDB #22	December 1, 2025	November 1, 2025 to November 30, 2025	10.0	6,307.00	-	6,307.00	819.91	7,126.91	630.70
TDB #23	January 13, 2025	December 1, 2025 to December 31, 2025	5.9	3,272.50	-	3,272.50	425.43	3,697.93	554.66
TDB #24	February 11, 2026	January 1, 2026 to January 31, 2026	0.7	227.50	-	227.50	29.58	257.08	325.00
TDB #25	March 27, 2026	February 1, 2026 to February 28, 2026	5.2	2,606.50	-	2,606.50	338.85	2,945.35	501.25
TDB #26	June 2, 2026	March 1, 2026 to May 31, 2026	2.5	1,124.50	-	1,124.50	146.19	1,270.69	449.80
TOTAL			**40.6**	**$ 23,569.50**	**$ -**	**$ 23,569.50**	**$ 3,064.06**	**$ 26,633.56**	**$ 580.53**

Hearing Brief p. 371
Hearing Brief p. 371

THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF ARIF DHANANI SWORN BEFORE ME THIS 3RD DAY OF JUNE, 2026

A Commissioner, etc.

Bryan Allan Tannenbaum,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires March 6, 2027.

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W, Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

To TDB Restructuring Limited
Court-Appointed Receiver of
2849, 2851, 2853, 2855 and 2857 Islington Avenue,
Toronto, Ontario
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date December 24, 2025

Client File 16-002
Invoice No. TDB #22
2512042

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period November 1, 2025 to November 30, 2025.

Date	Professional	Description
11/2/2025	Arif Dhanani	Review and sign off on September 2025 bank reconciliation.
11/3/2025	Arif Dhanani	Review of email from Colliers and APS attached thereto from potential purchaser; email to Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland") and Garfinkle Biderman LLP in this regard; review of emails between Garfinkle Biderman and Paliare Roland re balance of purchaser deposit; call with J. Larry of Paliare Roland, A. Brown of Garfinkle Biderman and B. Tannenbaum re next steps with potential purchasers; review of letter from Garfinkle Biderman to P. Rooney.
11/3/2025	Bryan Tannenbaum	Receipt and review of A. Holiff of Colliers email attaching numbered company updated offer; review of A. Dhanani email re same; teams call with J. Larry, A. Brown and A. Dhanani to further discuss offers status and our responses; receipt and review of A. Brown email to P. Rooney re balance of deposit; review of Century 21 email re revised offer from numbered company.
11/4/2025	Arif Dhanani	Review of email from A. Brown re writing to potential purchaser and respond thereto; review of further emails from A. Brown and J. Larry re correspondence to be sent to potential purchaser; review of email from R. Shah of Paliare Roland requesting original agreement of purchase and sale submitted by potential purchaser and provide same.
11/4/2025	Bryan Tannenbaum	Several emails between A. Brown, A. Dhanani, J. Larry to sort out order of responses to prospective purchasers.
11/5/2025	Arif Dhanani	Review of email from Paliare Roland to agent for potential purchaser regarding re-submission of offer.
11/6/2025	Arif Dhanani	Review of email exchange between Paliare Roland and Garfinkle Biderman re follow up with P. Rooney.
11/6/2025	Bryan Tannenbaum	Various emails A. Brown, J. Larry and A. Dhanani re offer status and writing re breach.
11/6/2025	Anne Baptiste	Prepare bank reconciliation for October 2025.

Date	Professional	Description
11/7/2025	Arif Dhanani	Review of emails from R. Shah; review records and emails for original email sent to Colliers with Receiver's form of APS and forward same to R. Shah with comments.
11/7/2025	Bryan Tannenbaum	Various emails regarding P. Rooney's client's offer being irrevocable and loss of deposit.
11/10/2025	Arif Dhanani	Review of email from A. Brown re initial potential purchaser offer; review of emails and offers from potential purchaser; review of email from R. Shah with draft correspondence to counsel for potential purchaser; respond to R. Shah email and A. Brown question re potential purchaser initial offer; review of email from A. Brown, review chronology of events with potential purchaser and respond to A. Brown with same.
11/10/2025	Bryan Tannenbaum	Receipt and review of A. Brown email with comments on P. Rooney's clients offer terms; receipt and review of R. Shah email with draft cost submissions.
11/11/2025	Arif Dhanani	Review of voicemail from A. Holiff; call with A. Holiff and review potential purchaser bid, including language in Schedule D regarding irrevocability of offer; review of Receiver's cost submissions for Court of Appeal costs; review of further correspondence from Paliare Roland to P. Rooney re repudiation of agreement; review of costs submissions of Issam A. Saad and 285087 Ontario Inc.; review of costs submissions of 1001079582 Ontario Inc.
11/11/2025	Bryan Tannenbaum	Receipt and review of bill of costs; receipt and review of D. Denis bill of costs; review letter from J. Larry to P. Rooney re breach of contract for not paying balance of deposit; receipt and review of R. Shah email to service list attaching Receiver's bill of costs submission.
11/12/2025	Arif Dhanani	Call with T. Mansour re offer from client and clarification of terms and conditions; review of email from A. Brown re update on potential purchaser and respond thereto with summary of discussion with Colliers; review of correspondence from Paliare Roland re sign back of potential purchaser's offer, go through offer and initial and sign as required and send executed copy of APS to Paliare Roland; review of draft letter from Paliare Roland to counsel for potential purchaser and comment on same, including responding to question about timing of receipt of offer.
11/12/2025	Bryan Tannenbaum	Various emails regarding status of Century 21 client offer; response, email to be sent regarding sign back and the email for breach; review J. Larry email reporting on J. Kulathungam of Teplitsky LLP clients ready to close forthwith.
11/13/2025	Arif Dhanani	Review of email exchange and attachments thereto between counsel for potential purchaser and Paliare Roland; review of email from R. Shah with summary of discussion with potential purchaser's counsel.
11/14/2025	Arif Dhanani	Review of letter to potential purchaser drafted by R. Shah and respond to R. Shah in this regard; review of correspondence from Teplitsky forwarded by B. Tannenbaum and email from R. Shah in connection with same; review and respond to email from R. Shah re letter to be sent to Teplitsky and authorize same.
11/14/2025	Bryan Tannenbaum	Receipt and review of J. Kulathungam's email with letter re closing transaction; forward same to A. Dhanani and A. Brown; review of R. Shah email response; review of R. Shah email letter to B. Vakili; email from R. Shah to advise J. Kulathungam re successful bidder; receipt and review of Paliare Roland email to J. Kulathungam confirming his client as successful bidder; review of J. Kulathungam's response.
11/19/2025	Bryan Tannenbaum	Email from J. Kulathungam and response sent re meeting.
11/21/2025	Bryan Tannenbaum	Teams call with J. Kulathungam, R. Shah and J. Larry regarding closing date and abatement.

Date	Professional	Description
11/25/2025	Arif Dhanani	Follow up email to R. Shah re status of report and review response thereto; review of Court of Appeal costs decision circulated by R. Shah; email to D. Nishimura with request to post decision on Receiver's website; review of email exchange between M. Lauriola of Garfinkle Biderman and R. Shah re purchaser's real estate counsel; complete 2025 vacant home tax declarations for each of 2851, 2853, 2855 and 2857 Islington Avenue and attach Court Order thereto; review of Receiver's Fifth Report to Court and make changes thereto, complete Receiver's statements of receipts and disbursements for the Islington property and Conacher property to November 25, 2025, complete Receiver's fee summary for inclusion in the Fifth Report; send updated draft report to Paliare Roland; commence assembling appendices for Fifth Report.
11/25/2025	Donna Nishimura	Post Order of the Court of Appeal (Costs Decision) to the client webpage on the TDB website.
11/25/2025	Bryan Tannenbaum	Receipt and review of A. Dhanani email to R. Shah re draft first report and discharge statement.
11/26/2025	Arif Dhanani	Review email from R. Shah re Cameron Stephens payout amount; review and respond to email from B. Tannenbaum re same; follow up email to Cameron Stephens re request for current payout statement for Debtor's loan; review of discharge statement for loan provided by Cameron Stephens; email to Paliare Roland and B. Tannenbaum with copy of discharge statement and comments thereon; discussion with B. Tannenbaum; email to Paliare Roland re Receiver's position on payout statement and calculations in coming to position; review of changes made to Receiver's Fifth Report by R. Shah and accept same, as appropriate; assemble Confidential Appendices; complete assembly of Appendices; draft Receiver's fee affidavit; commission fee affidavit with B. Tannenbaum.
11/26/2025	Bryan Tannenbaum	Receipt and review of draft notice of motion from R. Shah.
11/27/2025	Arif Dhanani	Review draft notice of motion circulated by Paliare Roland and comment thereon; review and respond to R. Shah re timing of finalization of Receiver's fifth report; review of email from R. Shah re request for copy of Receiver's confidential second supplement to its third report and send same to R. Shah; review and respond to email from E. Terpselas, trustee of the estate of N. Kyriacopoulos, in connection with the sale of the Islington property; review of fee affidavit of A. Brown, assemble same with exhibit, amend language re same in Receiver's fifth report.
11/28/2025	Arif Dhanani	Final review of Receiver's Fifth Report, review appendices, insert missing appendix, reorder appendices, finalize and sign report and send same to Paliare Roland for service.
11/30/2025	Donna Nishimura	Post Motion Record of the Receiver (Approval and Vesting Order Islington) and Receiver's Fifth Report to the Court to the client webpage on the TDB website.
11/30/2025	Arif Dhanani	Review email exchange between M. Lauriola and R. Shah re real estate counsel for purchaser; download and review of Receiver's motion record served by Paliare Roland and send motion record and Receiver's Fifth Report to D. Nishimura with instructions to post same to Receiver's webpage; review draft AVO and Ancillary Relief orders circulated by R. Shah and email to R. Shah in this regard.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	4.70	$ 750	$ 3,525.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	15.80	$ 650	10,270.00
Anne Baptiste/Donna Nishimura	Estate Administrator	0.60	$ 195	117.00
Total hours and professional fees		**21.10**		$ 13,912.00
HST @ 13%				1,808.56
Total payable				**$15,720.56**

GST/HST: 80784 1440 RT0001

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W, Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

To TDB Restructuring Limited
Court-Appointed Receiver of
2849, 2851, 2853, 2855 and 2857 Islington Avenue,
Toronto, Ontario
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date January 13, 2026

Client File 16-002
Invoice No. TDB #23
2601016

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period December 1, 2025 to December 31, 2025.

Date	Professional	Description
12/1/2025	Arif Dhanani	Review and respond to email from D. Leitch of Cameron Stephens re estimated realizations from sale of Islington property.
12/1/2025	Bryan Tannenbaum	Receipt and review of M. Lauriola of Garfinkle Biderman email regarding timing of vesting order.
12/2/2025	Arif Dhanani	Review of insurance policy renewal documentation sent by Oracle RMS and email to Oracle RMS in this regard; review of response from Oracle RMS.
12/3/2025	Arif Dhanani	Review of draft factum circulated by Paliare Roland and email to R. Shah of Paliare Roland re same and comments on: (i) updated payout statement to be received from Cameron Stephens; and (ii) supplement to Fifth Report; review of email from A. Anand, forward same to counsel for comments, review counsel's comments, respond to A. Anand; draft supplement to Receiver's Fifth Report to the Court; follow up email to Cameron Stephens with request for payout statement as at December 29, 2025.
12/3/2025	Bryan Tannenbaum	Receipt and review of draft Factum from R. Shah; review of A. Dhanani responding comments; review of A. Dhanani email to R. Shah attaching email from A. Anand regarding price abatement; review of R. Shah email with draft wording for response to A. Anand.
12/4/2025	Arif Dhanani	Incorporate comments made by R. Shah into supplement to Receiver's Fifth Report; final review of report, assemble appendices, finalize, execute and send report to Paliare Roland for service; review of Paliare Roland service email re supplemental report; email to D. Nishimura with request to post supplemental report on Receiver's website; review Receiver's factum and book of authorities served by R. Shah and send same to D. Nishimura with request to post documents on website.
12/4/2025	Bryan Tannenbaum	Receipt and review of A. Dhanani email attaching draft Supplement to Receiver's Fifth Report.
12/4/2025	Jennifer Hornbostel	Prepare payment to Pronto General Contractors ("Pronto").

Date	Professional	Description
12/5/2025	Donna Nishimura	Post Factum of the Receiver, Book of Authorities of the Receiver and Supplement to the Receiver's Fifth Report to the client webpage on the TDB website.
12/5/2025	Arif Dhanani	Review of invoices from Pronto for attendance and facilitating tour of potential purchaser on October 28, 2025 and landscaping services at property on November 3, 2025; review of email from M. Lauriola re call from A. Anand; call with A. Anand; call with R. Shah; further call with A. Anand; review of email from R. Shah with draft orders to be sought by the Receiver.
12/8/2025	Arif Dhanani	Review of email from M. Lauriola to R. Shah re name of purchasers of Islington properties; review and respond to email from S. Keyzer of Colliers re cooperating broker confirmation and respond thereto.
12/9/2025	Arif Dhanani	Review and respond to email from R. Shah re costs award and adjustment on closing therefor; review of Colliers' response re sales commissions; review of email from Cameron Stephens re estimated realizations and forward same to Garfinkle Biderman with request for accurate property tax amount and estimated legal fees; review email forwarded by Colliers from purchaser's agent re attendance at property and respond thereto; review of updated insurance policy documents provided by Oracle RMS; email to J. Hornbostel to process cheque for payment of renewal premium; review of email from D. Leitch re timing of distribution to Cameron Stephens and respond thereto; review and respond to email from purchaser's agent re site attendance and insurance.
12/10/2025	Arif Dhanani	Review of email from purchaser's agent re property site attendance; email to Pronto regarding availability to accommodate purchaser's attendance; review of reply from Pronto and email to purchaser's agent with timing for attendance; call with Pronto regarding attendance; draft outline of estimated realizations to Cameron Stephens; review and respond to email from M. Lauriola re costs award against purchaser; review motion record of A. Anand, emails to/from Paliare Roland with respect to same.
12/10/2025	Bryan Tannenbaum	Various emails between R. Shah and M. Lauriola re changes to draft AVO; receipt and review of Teplitsky email with Motion Record of the Toronto Purchaser and recovery of costs from forfeited deposit; discuss with A. Dhanani; receipt and review of J. Larry of Paliare Roland email regarding J. Kulathungam of Teplitsky Motion; response sent re for another time; receipt and review of J. Larry email to J. Kulathungam recapping their conversation to proceed with sale motion only.
12/10/2025	Jennifer Hornbostel	Prepare payment to Oracle RMS.
12/11/2025	Arif Dhanani	Review and respond to email from purchaser's agent regarding rescheduling site attendance and court hearing; review and respond to email from Cameron Stephens re estimated realizations schedule; review and respond to J. Larry re discussion with purchaser's counsel and motion for costs; further emails from/to J. Larry; further emails with M. Lauriola re fees and taxes; complete realizations schedule and send same to D. Leitch; review of email from J. Larry to J. Kulathungam re deposit, AVO and closing; call with B. Tannenbaum re purchaser's motion; call with J. Larry; review emails between Paliare Roland and Garfinkle Biderman; review of email exchange between Paliare Roland and Garfinkle Biderman; call with B. Tannenbaum; respond to email chain between Paliare Roland and Garfinkle Biderman re estimated shortfall to Cameron Stephens.
12/11/2025	Bryan Tannenbaum	Receipt and review of J. Larry email about his call with J. Kulathungam and his clients wanting to speak to motion for claim to forfeited deposit; review of A. Dhanani email with response thereto; email with comments; receipt and review of J. Larry email to J. Kulathungam confirming Receiver's position on tomorrow's motion; receipt and review of J. Kulathungam email re deposit and

Date	Professional	Description
		Receiver's position; receipt and review of Toronto Purchasers aide memoire; telephone attendance with A. Dhanani re Toronto Purchaser position; review of J. Larry email to W. Greenspoon of Garfinkle Biderman; review of W. Greenspoon response; further emails regarding tomorrow's motion and Toronto Purchaser satisfied if Receiver takes no position re deposit forfeiture; review of A. Dhanani email to D. Leitch re estimated payout; review of A. Dhanani email to Colliers; further emails with J. Kulathungam, W. Greenspoon, J. Larry re deposit issue and Receiver and secured creditor position.
12/12/2025	Arif Dhanani	Review of Aide Memoire of the Toronto Purchaser; review of Aide Memoir of the Receiver; email to D. Nishimura with request to post Aide Memoirs and Toronto Purchaser's Motion Record on Receiver's website; attend in court for sale hearing; review follow up email from B. Tannenbaum to Colliers; review of orders issued by the Court and email to D. Nishimura to post same on Receiver's website; review email from Colliers; call with B. Tannenbaum; respond to email from Colliers.
12/12/2025	Bryan Tannenbaum	Attend Court for Islington sale approval; various emails re court issues; receipt and review of Orders and Endorsement circulated to the service list.
12/14/2025	Donna Nishimura	Post Motion Record of the Toronto Purchaser, Arjun Anand, Aide Memoir of the Toronto Purchaser, Aide Memoir of the Receiver, Endorsement of the Court, Order of the Court – Approval and Vesting (Toronto Property) and Order of the Court – Ancillary Relief to the webpage on the TDB website.
12/17/2025	Arif Dhanani	Review of emails from Garfinkle Biderman re closing date; email to D. Leitch in this regard; review of Confirmation of Cooperation form sent by S. Keyzer, make corrections to same in connection with Receiver's name, sign off and send back to S. Keyzer; respond to email from Garfinkle Biderman regarding leases or tenants in properties.
12/18/2025	Anne Baptiste	Prepare bank reconciliation for November 2025.
12/19/2025	Arif Dhanani	Review and respond to various questions from Garfinkle Biderman re closing of property and related costs; review and respond to agent for the purchaser's email regarding additional site attendance requested by purchaser; review of voicemail from purchaser re extension of closing date and email to purchaser re inability to extend closing date.
12/22/2025	Arif Dhanani	Review statement of adjustment and tax certificates sent by Garfinkle Biderman, recalculate statement of adjustments and email to Garfinkle Biderman in this regard.
12/23/2025	Arif Dhanani	Review of email exchange between Garfinkle Biderman and Paliare Roland regarding inclusion in statement of adjustments of cost award against purchaser; review of invoice from Pronto for facilitating purchaser site attendance on December 16, 2025, complete documentation for payment of same, pay invoice and send all documents to J. Hornbostel to record payment in Receiver's GL; review and respond to D. Leitch with confirmation of closing date of sale of property; review of email from Paliare Roland re discussion with purchaser's litigation counsel on adding cost award to statement of adjustments; review of email from B. Tannenbaum to Paliare Roland re timing of when costs must be paid in accordance with an order of the court and response from R. Shah; review and reply to V. David of Cameron Stephens re invoice received from Garfinkle Biderman; email to Garfinkle Biderman with request to confirm addressee of invoice; review of reply from Garfinkle Biderman and forward same to V. David.
12/23/2025	Razma Parwani	Prepare bank reconciliation for electronic signature and send same to A. Dhanani and A. Baptiste to sign.

Date	Professional	Description
12/23/2025	Bryan Tannenbaum	Various emails from counsel and to counsel re costs of $15k as an adjustment; emails to proceed to closing without this adjustment.
12/23/2025	Jennifer Hornbostel	Post payment to Pronto.
12/29/2025	Arif Dhanani	Review of closing documents; call with M. Lauriola to discuss closing documents; sign off on closing documents; call with purchaser of property; prepare Receiver's documents for closing payments.
12/30/2025	Arif Dhanani	Review and respond to email from D. Leitch re timing of closing; follow up email to Garfinkle Biderman re timing of closing and call with A. Brown of Garfinkle Biderman re same; review of email exchange between B. Tannenbaum and M. Lauriola; email to B. Tannenbaum; review of email from M. Lauriola re confirmation of closing; email to D. Leitch and V. David re closing; call with M. Lauriola and A. Brown re timing and payment of property taxes.
12/31/2025	Arif Dhanani	Email to Oracle RMS confirming closing of sale of the Islington property and request for cancellation of insurance coverage; review of confirmation email from Oracle RMS; review of policy cancellation form sent by Oracle RMS and execute same; review of email from Garfinkle Biderman with wire transfer confirmation; email to Garfinkle Biderman with request for property tax payment breakdown; reconcile to net proceeds; review invoices from Paliare Roland and Garfinkle Biderman, complete supporting documentation for payment of same, pay invoices and send payment confirmations to J. Hornbostel for recording in Receiver's GL, send payment confirmations to each of Paliare Roland and Garfinkle Biderman; update Receiver's statement of receipts and disbursements; complete documentation for distribution to Cameron Stephens; set up wire payment for distribution; review and respond to email from J. Berger with questions regarding distribution; email to Cameron Stephens regarding distribution made and attaching wire transfer confirmation and Receiver's statement of receipts and disbursements.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	5.80	$ 750	$ 4,350.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	19.70	$ 650	12,805.00
Anne Baptiste/Razma Parwani/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	1.70	$ 195	331.50
Total hours and professional fees		**27.20**		$ 17,486.50
HST @ 13%				2,273.25
Total payable				**$ 19,759.75**

GST/HST: 80784 1440 RT0001

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W, Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

To TDB Restructuring Limited
Court-Appointed Receiver of
2849, 2851, 2853, 2855 and 2857 Islington Avenue,
Toronto, Ontario
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date February 11, 2026

Client File 16-002
Invoice No. TDB #24
2602014

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period January 1, 2026 to January 31, 2026.

Date	Professional	Description
1/3/2026	Bryan Tannenbaum	To record receipt and review of various emails regarding the December 30th closing with Garfinkle Biderman, Paliare Roland and A. Dhanani.
1/5/2026	Arif Dhanani	Review of email exchange between Paliare Roland and Garfinkle Biderman regarding status of purchaser's payment of Court of Appeal costs award.
1/5/2026	Jennifer Hornbostel	Post receipt from Garfinkle Biderman; post payments to Paliare Roland and Garfinkle Biderman.
1/6/2026	Jennifer Hornbostel	Post payment to Cameron Stephens.
1/8/2026	Arif Dhanani	Review of email and draft letter attached thereto to A. Anand's counsel from R. Shah of Paliare Roland re Court of Appeal cost award and respond thereto; review of email from A. Brown of Garfinkle Biderman re same.
1/9/2026	Anne Baptiste	Prepare bank reconciliation for December 2025.
1/13/2026	Arif Dhanani	Review and respond to email from A. Anand re Court of Appeal cost award and send A. Anand details of the Receiver's trust account for EFT purposes.
1/14/2026	Arif Dhanani	Review email from A. Anand re payment of cost award, check Receiver's trust account and respond to A. Anand with confirmation of receipt of funds; complete documentation for recording of receipt in Receiver's GL and send same to J. Hornbostel.
1/14/2026	Jennifer Hornbostel	Post receipt from 1001079467 Ontario.
1/16/2026	Arif Dhanani	Review and sign off on December 2025 bank reconciliation.
1/23/2026	Arif Dhanani	Review of email from G. Porco of Oracle RMS re insurance refund and request for Receiver's account details and respond to same.
1/26/2026	Arif Dhanani	Review of email from Oracle RMS and attachments thereto re insurance refund and email to G. Porco in this regard; call with V. David of Cameron Stephens to clarify request re accounting for Islington Property and re-send email with statement of receipts and disbursements and distribution amount.

Date	Professional	Description
1/28/2026	Arif Dhanani	Email to Paliare Roland re remaining matters in connection with Islington and bringing motion for relief; review reply from J. Larry of Paliare Roland.
1/28/2026	Razma Parwani	Review and set up December 2025 bank reconciliation for electronic signatures and send same to A. Dhanani and A. Baptiste to sign.
1/29/2026	Arif Dhanani	Review of invoice received from Paliare Roland.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	0.40	$ 750	$ 300.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	2.20	$ 650	1,430.00
Anne Baptiste/Razma Parwani/Jennifer Hornbostel	Estate Administrator	1.30	$ 195	253.50
Total hours and professional fees		**3.90**		$ 1,983.50
HST @ 13%				257.86
Total payable				**$ 2,241.36**

GST/HST: 80784 1440 RT0001

TDB Restructuring Limited
Licensed Insolvency Trustee

65 Queen St. West, Suite 605
Toronto, ON M5H 2M5

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

To TDB Restructuring Limited
Court-Appointed Receiver of
2849, 2851, 2853, 2855 and 2857 Islington Avenue,
Toronto, Ontario
65 Queen St. West, Suite 605
Toronto, ON M5H 2M5

Date March 27, 2026

Client File 16-002
Invoice No. TDB #25
2603027

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period February 1, 2026 to February 28, 2026.

Date	Professional	Description
2/2/2026	Arif Dhanani	Review of 2026 interim tax bills received for 2849, 2851, 2853, 2855 and 2857 Islington Ave. and forward same to purchaser of the properties.
2/3/2026	Arif Dhanani	Review Receiver's bank account for deposits; follow up email to Oracle RMS re insurance refund and timing of payment; drafting the sixth report of the Receiver.
2/13/2026	Arif Dhanani	Finalize first draft of Receiver's sixth report and send to J. Larry of Paliare Roland for comments.
2/14/2026	Anne Baptiste	Prepare bank reconciliation for January 2025.
2/17/2026	Arif Dhanani	Review of emails from Paliare Roland re sixth report of the Receiver and court date; review of email from R. Shah of Paliare Roland re potential claim and assignment of same to Cameron Stephens and respond thereto, including review of Receiver's report and overall shortfall to Cameron Stephens.
2/22/2026	Arif Dhanani	Review of follow up email from R. Shah to W. Greenspoon-Soer of Garfinkle Biderman and her response thereto.
2/23/2026	Razma Parwani	Prepare the bank reconciliation for electronic signature by A. Dhanani and A. Baptiste.
2/24/2026	Arif Dhanani	Review and sign off on January 2026 bank reconciliation.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	3.70	$ 650	$ 2,405.00
Anne Baptiste/Razma Parwani	Estate Administrator	0.50	$ 195	97.50
Total hours and professional fees		**4.20**		$ 2,502.50
HST @ 13%				325.33
Total payable				**$ 2,827.83**

GST/HST: 80784 1440 RT0001

TDB Restructuring Limited
Licensed Insolvency Trustee

65 Queen St. West, Suite 605
Toronto, ON M5H 2M5

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

To TDB Restructuring Limited
Court-Appointed Receiver of
2849, 2851, 2853, 2855 and 2857 Islington Avenue,
Toronto, Ontario
65 Queen St. West, Suite 605
Toronto, ON M5H 2M5

Date June 2, 2026

Client File 16-002
Invoice No. TDB #26
2606003

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period March 1, 2026 to May 31, 2026.

Date	Professional	Description
3/2/2026	Bryan Tannenbaum	Receipt and review of R. Shah of Paliare Roland email to W. Greenspoon-Soer of Garfinkle Biderman re estimated costs for damage claim against offers that refused to close; review of W. Greenspoon-Soer's responding email.
3/16/2026	Anne Baptiste	Prepare bank reconciliation for February 2026.
3/20/2026	Razma Parwani	Prepare the bank reconciliation for electronic signature by A. Dhanani and A. Baptiste.
3/21/2026	Arif Dhanani	Review and sign off on February 2026 bank reconciliation.
3/27/2026	Arif Dhanani	Review email from Paliare Roland re marketing materials; email to Colliers requesting copies of marketing emails, brochures, notices, advertisements and other materials; follow up email to G. Porco of Oracle RMS re insurance refund; review of email and marketing materials sent by Colliers and forward same to R. Shah; further email exchange with Paliare Roland re access to data room and vendor's form of APS; further emails to/from Colliers with request to add representatives of Paliare Roland to data room and specify if potential purchasers were advised to use the Receiver's form of APS; review response from Colliers.
4/1/2026	Arif Dhanani	Review and respond to Oracle RMS with Receiver's banking information for insurance refund.
4/8/2026	Anne Baptiste	Prepare bank reconciliation for March 2026.
4/9/2026	Arif Dhanani	Review email from Paliare Roland re outstanding invoices; review Receiver's GL for prior payment of same; complete documentation for payment of invoices and send all to J. Hornbostel with request to set up electronic payment on the Receiver's on-line banking platform.
4/20/2026	Arif Dhanani	Reconcile bank account to Receiver's GL and complete statement of receipts and disbursements.
4/21/2026	Arif Dhanani	Review and approve March 2026 bank reconciliation.
5/4/2026	Bryan Tannenbaum	Receipt and review of R. Shah's email attaching draft sixth report.

Date	Professional	Description
5/5/2026	Anne Baptiste	Prepare bank reconciliation for April 2026.
5/11/2026	Bryan Tannenbaum	Receipt and review of D. Denis email to R. Shah re 9:30 Case Conference to schedule a motion regarding the dispute over the deposit.
5/12/2026	Razma Parwani	Prepare the bank reconciliation for electronic signature by A. Dhanani and A. Baptiste.
5/15/2026	Arif Dhanani	Review and sign off on April 2026 bank reconciliation.
5/25/2026	Arif Dhanani	Reviewing changes made by Paliare Roland to sixth report of the Receiver and assembling appendices thereto.
5/26/2026	Arif Dhanani	Continue reviewing changes made to Receiver's sixth report by Paliare Roland and assembling appendices from various emails.
5/26/2026	Bryan Tannenbaum	Receipt and review of sixth report sent to Paliare Roland.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	1.00	$ 750	$ 750.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	5.80	$ 650	3,770.00
Anne Baptiste/Razma Parwani	Estate Administrator	1.20	$ 195	234.00
Total hours and professional fees		**8.00**		$ 4,754.00
HST @ 13%				618.02
Total payable				**$ 5,372.02**

GST/HST: 80784 1440 RT0001

THIS IS EXHIBIT "B1" REFERRED TO IN THE AFFIDAVIT OF ARIF DHANANI SWORN BEFORE ME THIS 3RD DAY OF JUNE, 2026

A Commissioner, etc.

Bryan Allan Tannenbaum,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires March 6, 2027.

IN THE MATTER OF THE RECEIVERSHIP OF
2849, 2851, 2853, 2855 and 2857 ISLINGTON AVENUE, TORONTO, ONTARIO
SUMMARY OF RECEIVER'S FEES
FOR THE PERIOD NOVEMBER 1, 2025 TO MAY 31, 2026

Invoice #	Invoice Date	Period	Hours	Fees	Disbursements	Subtotal	HST	Total	Average Hourly Rate
TDB #22	December 24, 2025	November 1, 2025 to November 30, 2025	21.1	$ 13,912.00	$ -	$ 13,912.00	$ 1,808.56	$ 15,720.56	$ 659.34
TDB #23	January 13, 2026	December 1, 2025 to December 31, 2025	27.2	17,486.50	-	17,486.50	2,273.25	19,759.75	642.89
TDB #24	February 11, 2026	January 1, 2026 to January 31, 2026	3.9	1,983.50	-	1,983.50	257.86	2,241.36	508.59
TDB #25	March 27, 2026	February 1, 2026 to February 28, 2026	4.2	2,502.50	-	2,502.50	325.33	2,827.83	595.83
TDB #26	June 2, 2026	March 1, 2026 to May 31, 2026	8.0	4,754.00	-	4,754.00	618.02	5,372.02	594.25
TOTAL			**64.4**	**$ 40,638.50**	**$ -**	**$ 40,638.50**	**$ 5,283.02**	**$ 45,921.52**	**$ 631.03**

Hearing Brief p. 388
Hearing Brief p. 388

APPENDIX EE

Court File No. CV-23-00701672-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. and **5004591 ONTARIO INC.**

Respondents

AFFIDAVIT OF ALEXCIYA BLAIR
(Sworn June 2, 2026)

I, Alexciya Blair, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am an assistant at the law firm of Paliare Roland Rosenberg Rothstein LLP ("**Paliare Roland**"). I have personal knowledge of the matters to which I hereinafter refer.

2. Paliare Roland has provided legal services to and incurred disbursements on behalf of the Receiver. The detailed invoices attached hereto and marked as **Exhibit "A"** are dockets (the "**Dockets**") which set out Paliare Roland's fees and disbursements from November 1, 2025 to May 31, 2026. The Dockets describe the services provided and the amounts charged by Paliare Roland.

3. The following is a summary of the professionals whose services are reflected in the Dockets, including hourly rates, fees billed, hours billed and the average hourly rate charged by Paliare Roland. The hourly rates charged are the usual hourly rates charged by Paliare Roland for the listed professionals for this type of matter.

Professional	Hourly Rate	Hours Billed	Fees Billed
Jeffrey Larry	$1,100/hr	9.3	$10,020.00
Ryan Shah	$500/hr	36.30	$18,150.00
Clerk	$275/hr	1.20	$330.00
Student	$275/hr	44.20	$12,155.00

Subtotal			**$40,655.00**

4. Inclusive of HST and disbursements, the total amount of the Dockets are **$49,053.69.**

SWORN remotely by Alexciya Blair at the City of Toronto, in the Province of Ontario before me, on this 2 day of June 2026 in accordance with *O. Reg. 431/20*, Administering Oath or Declaration Remotely

A Commissioner for taking Affidavits

ALEXCIYA BLAIR

Deanna Kathryn Watters, a Commissioner, etc.,
Province of Ontario, for Paliare Roland Rosenberg
Rothstein LLP, Barristers and Solicitors.
Expires January 12, 2036.

This is Exhibit "A" to the Fee Affidavit of Alexciya Blair affirmed this 2nd day of June, 2026



A Commissioner for taking Affidavits (or as may be)

Deanna Kathryn Watters, a Commissioner, etc.,
Province of Ontario, for Pallare Roland Rosenberg
Rothstein LLP, Barristers and Solicitors.
Expires January 12, 2036.

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

TDB Restructuring Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

December 30, 2025
Invoice No.: 139924
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending November 30, 2025:

OUR FEES	$ 9,135.00
Total HST	1,187.55
INVOICE TOTAL	**$ 10,322.55**

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:

Jeffrey Larry

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED. INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE. HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

TDB Restructuring Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

December 30, 2025
Invoice No.: 139924
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending November 30, 2025:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
03/11/25	JL	Call re costs issues; revise submissions on costs; correspondence; consider offer issues;	1,050.00	0.50	525.00
03/11/25	RS	Meet with J. Larry re. various issues; email to court re. cost submissions;	500.00	0.10	50.00
04/11/25	JL	Correspondence re offers; call with Receiver and counsel; internal discussions;	1,050.00	0.70	735.00
04/11/25	RS	Emails re. reply to offeror;	500.00	0.20	100.00
05/11/25	RS	Email to purchaser; draft cost submissions; call to student re. research issue; email re. advertising materials;	500.00	1.40	700.00
06/11/25	JL	Discussions and plan re dealing with outstanding offers;	1,050.00	0.50	525.00

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED.
INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE.
HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

Invoice No.: 139924
Our File No.: 6595-102488
Page No.: 2

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
07/11/25	RS	Draft letter to P. Rooney; review email from student re. research; review same; various correspondence re. costs issues;	500.00	1.80	900.00
10/11/25	RS	Call to J. Larry re. cost issues; various emails re. same; draft cost submissions; email re. letter to P. Rooney;	500.00	1.00	500.00
11/11/25	RS	Finalize and serve cost submissions; finalize letter re. termination; review cost submissions by other parties;	500.00	1.00	500.00
12/11/25	RS	Call to bidder counsel; emails re. second highest bid; draft letter re. same;	500.00	0.90	450.00
13/11/25	RS	Revise letter to offeror counsel; emails re. same; call to offeror's counsel;	500.00	0.60	300.00
14/11/25	RS	Draft letter re. termination; email re. same; various emails re. sales process;	500.00	0.60	300.00
17/11/25	RS	Email re. costs; various emails re. motion; prepare motion materials;	500.00	1.20	600.00
18/11/25	RS	Emails re. hearing;	500.00	0.20	100.00
19/11/25	RS	Email re. cost submissions;	500.00	0.10	50.00

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED.
INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE.
HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

Invoice No.: 139924
Our File No.: 6595-102488
Page No.: 3

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
20/11/25	RS	Draft report; draft notice of motion;	500.00	1.20	600.00
21/11/25	RS	Call re. transaction;	500.00	0.30	150.00
25/11/25	RS	Review costs endorsement; emails re. same; email re. report; meet with creditor counsel; review and revise report;	500.00	0.90	450.00
26/11/25	RS	Emails re. fee affidavit; emails re. report; meet with J. Larry re. same; revise report; draft notice of motion;	500.00	1.50	750.00
27/11/25	RS	Review and revise motion materials; various emails re. same;	500.00	0.80	400.00
28/11/25	RS	Finalize materials for AVO motion; emails re. same;	500.00	0.40	200.00
30/11/25	RS	Finalize motion materials; serve same; draft orders; email re. same;	500.00	0.50	250.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Shah, Ryan (RS)	14.70	500.00	7,350.00
Larry, Jeffrey (JL)	1.70	1,050.00	1,785.00
	16.40		

OUR FEES	$ 9,135.00
HST at 13%	1,187.55
INVOICE TOTAL	**$ 10,322.55**

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED.
INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE.
HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

TDB Restructuring Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

December 30, 2025
Invoice No.: 139924
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: **Conacher (Islington)**

REMITTANCE COPY
PLEASE REMIT WITH PAYMENT

OUR FEES	$ 9,135.00
Total HST	1,187.55
INVOICE TOTAL	**$ 10,322.55**

Hearing Brief p. 398

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

TDB Restructuring Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

December 31, 2025
Invoice No.: 140540
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending December 31, 2025:

OUR FEES	$ 8,225.00
Non Taxable Disbursements	339.00
Total Disbursements subject to HST	241.40
Total HST	1,100.63
INVOICE TOTAL	**$ 9,906.03**

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:

Jeffrey Larry

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED. INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE. HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

TDB Restructuring Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

December 31, 2025
Invoice No.: 140540
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending December 31, 2025:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
01/12/25	RS	Review lawyer's certificate; draft factum;	500.00	0.40	200.00
02/12/25	JL	Review and comment on draft factum;	1,050.00	0.50	525.00
02/12/25	RS	Draft factum; emails re. potential further report;	500.00	0.70	350.00
03/12/25	RS	Review and revise factum; various emails re. same; prepare various motion materials; emails re. purchaser request; draft email re. same;	500.00	2.40	1,200.00
04/12/25	JL	Review supplemental report;	1,050.00	0.20	210.00
04/12/25	RS	Review supplemental report; draft factum; email re. confidential documents; serve factum and book of authorities;	500.00	1.20	600.00

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED.
INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE.
HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

Invoice No.: 140540
Our File No.: 6595-102488
Page No.: 2

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
05/12/25	RS	Finalize orders; email re. same; call to A. Dhanani re. Toronto APS;	500.00	0.90	450.00
06/12/25	RS	Email re. hearing;	500.00	0.10	50.00
08/12/25	RS	Review and revise AVO;	500.00	0.50	250.00
09/12/25	JL	Discussions with R. Shah re cost award and finalizing transaction;	1,050.00	0.30	315.00
09/12/25	RS	Emails re. costs issue; email re. form of order;	500.00	0.20	100.00
10/12/25	JL	Review and consider motion record; internal correspondence;	1,050.00	0.30	315.00
10/12/25	RS	Email creditor counsel re. cost issue;email re. form of order; review and revise orders; various emails re. hearing; review motion record from A. Anand; various emails re. same;	500.00	1.10	550.00
11/12/25	RS	Email re. deposit issue; review aide memoire; email re. same; draft aide memoire; finalize and serve same; call to D. Denis;	500.00	1.70	850.00
12/12/25	JL	Meeting with R. Shah re motion and various matters;	1,050.00	0.80	840.00

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED.
INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE.
HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

Invoice No.: 140540
Our File No.: 6595-102488
Page No.: 3

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
12/12/25	RS	Meet with J. Larry re. motion; prepare for same; attend same; email re. orders; review endorsement language; serve orders; email re. filing confidential docs;	500.00	0.90	450.00
15/12/25	RS	Email re. filing confidential appendix; draft letter re. same;	500.00	0.20	100.00
18/12/25	JL	Discussion re costs issue;	1,050.00	0.40	420.00
22/12/25	RS	Emails re. cost order issue;	500.00	0.20	100.00
23/12/25	RS	Call to purchaser counsel re. costs issue; emails re. same;	500.00	0.50	250.00
30/12/25	RS	Various email re. invoice;	500.00	0.20	100.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Shah, Ryan (RS)	11.20	500.00	5,600.00
Larry, Jeffrey (JL)	2.50	1,050.00	2,625.00
	13.70		

OUR FEES	$ 8,225.00
HST at 13%	1,069.25

Non Taxable Disbursements:

01/12/25	Filing Fee Re: Filing Fee Voucher No. 41132 for Invoice No. 5C91-395B issued by: (130)CIBC	339.00

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED.
INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE.
HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

Taxable Disbursements:

Cerlox and Binding	1.90	
Laser Copies	239.50	
Total Disbursements		241.40
HST at 13%		31.38
INVOICE TOTAL		**$ 9,906.03**

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED.
INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE.
HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

TDB Restructuring Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

December 31, 2025
Invoice No.: 140540
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: **Conacher (Islington)**

REMITTANCE COPY
PLEASE REMIT WITH PAYMENT

OUR FEES	$ 8,225.00
Non Taxable Disbursements	339.00
Total Disbursements subject to HST	241.40
Total HST	1,100.63
INVOICE TOTAL	**$ 9,906.03**

Hearing Brief p. 405

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

TDB Restructuring Limited
65 Queen Street West, Suite 605
Toronto, Ontario M5H 2M5

March 31, 2026
Invoice No.: 142402
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending March 31, 2026:

OUR FEES	$ 6,070.00
Total Disbursements subject to HST	2,213.95
Total HST	1,076.91
INVOICE TOTAL	**$ 9,360.86**

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per: _____
Jeffrey Larry

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED. INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE. HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

TDB Restructuring Limited
65 Queen Street West, Suite 605
Toronto, Ontario M5H 2M5

March 31, 2026
Invoice No.: 142402
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending March 31, 2026:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
05/01/26	RS	File certificate; draft letter re. costs;	500.00	0.40	200.00
08/01/26	RS	Review and revise letter; email re. same;	500.00	0.20	100.00
09/01/26	JL	Internal discussion; review and revise letter regarding costs of appeal;	1,100.00	0.40	440.00
16/01/26	RS	Email J. Larry re. deposit issue;	500.00	0.10	50.00
19/01/26	RS	Email re. costs;	500.00	0.10	50.00
28/01/26	JL	Correspondence re deposit issue and next steps; call with A. Dhanani; discussion with R. Shah;	1,100.00	0.30	330.00
16/02/26	RS	Review report to court; emails re. same;	500.00	0.50	250.00
17/02/26	CSC	Instructions received from R. Shah to conduct searches on a real property search on 1604706	275.00	0.20	55.00

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED.
INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE.
HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		Ontario Inc.and search on PIN # 29862-0274; Conducted searches on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah..			
17/02/26	CSC	Instructions received from R. Shah to retrieve PIN numbers from LROs 20, 65 and 80 re 1604706 Ontario Inc.; Conducted searches on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah..	275.00	1.00	275.00
17/02/26	RS	Review title search; call to J. Larry re. damages issue; email re. same; email client re. same;	500.00	0.80	400.00
22/02/26	RS	Email re. potential claim;	500.00	0.10	50.00
27/02/26	RS	Emails re. deposit motion; meet with J. Larry re. same;	500.00	0.40	200.00
01/03/26	RS	Email re. hearing;	500.00	0.10	50.00
11/03/26	JL	Email correspondence;	1,100.00	0.20	220.00
11/03/26	RS	Review and revise report; research re. same; email to J. Larry re. same; draft notice of motion;	500.00	1.80	900.00

Invoice No.: 142402
Our File No.: 6595-102488
Page No.: 3

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
12/03/26	JL	Review Notice of Motion; call with R. Shah	1,100.00	0.60	660.00
12/03/26	RS	Call to J. Larry re. motion; email re. research; call to N. Countryman re. same;	500.00	0.60	300.00
27/03/26	JL	Confer with R. Shah regarding legal strategy;	1,100.00	0.40	440.00
27/03/26	RS	Email re. matter status; emails re. research issue; review memo re. same; various emails re. client documents;	500.00	0.60	300.00
31/03/26	JL	Meet with R. Shah and N. Countryman regarding legal research or tender law;	1,100.00	0.50	550.00
31/03/26	RS	Review research re. tender law issue; meet with N. Countryman re. same;	500.00	0.50	250.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
, Corporate Search Clerk (CSC)	1.20	275.00	330.00
Shah, Ryan (RS)	6.20	500.00	3,100.00
Larry, Jeffrey (JL)	2.40	1,100.00	2,640.00
	9.80		

OUR FEES	$ 6,070.00
HST at 13%	789.10

Non Taxable Disbursements:

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED.
INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE.
HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

06/01/26	Filing Fee Re: Commissioner Stamp Cheque No. 41103 For Ref 102488 issued to Minister of Finance	75.00	
18/02/26	Filing Fee Re: Commissioner Stamp Cheque No. 41103 For Ref 102488 issued to Minister of Finance	(75.00)	
Non Taxable Disbursements			0.00

Taxable Disbursements:

17/02/26	Execution Searches Re: Cheque No. 12457 For Ref 7084025 issued to Teranet	36.82	
17/02/26	Execution Searches Re: CSP Cheque No. 12458 For Ref 7083993 issued to Teranet	45.42	
17/02/26	Execution Searches Re: CSP Cheque No. 12463 For Ref 7085663 issued to Teranet	214.17	
17/02/26	Execution Searches Re: CSP Cheque No. 12466 For Ref 7085574 issued to Teranet	436.11	
17/02/26	Execution Searches Re: Cheque No. 12467 For Ref 7085368 issued to Teranet	656.76	
17/02/26	Execution Searches Re: CSP Cheque No. 12465 For Ref 7085543 issued to Teranet	824.67	
Total Disbursements			2,213.95
HST at 13%			287.81
INVOICE TOTAL			**$ 9,360.86**

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

TDB Restructuring Limited
65 Queen Street West, Suite 605
Toronto, Ontario M5H 2M5

March 31, 2026
Invoice No.: 142402
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: **Conacher (Islington)**

REMITTANCE COPY
PLEASE REMIT WITH PAYMENT

OUR FEES	$ 6,070.00
Total Disbursements subject to HST	2,213.95
Total HST	1,076.91
INVOICE TOTAL	**$ 9,360.86**

Hearing Brief p. 412

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential

May 31, 2026
Invoice No.: 143383
Our File No.: 6595-102488

TDB Restructuring Limited
65 Queen Street West, Suite 605
Toronto, Ontario M5H 2M5

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending May 31, 2026:

OUR FEES	$ 17,225.00
Total HST	2,239.25
INVOICE TOTAL	**$ 19,464.25**

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per: _____
Jeffrey Larry

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED. INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE. HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential

May 31, 2026
Invoice No.: 143383
Our File No.: 6595-102488

TDB Restructuring Limited
65 Queen Street West, Suite 605
Toronto, Ontario M5H 2M5

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending May 31, 2026:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
12/03/26	NC	Correspond and discuss with R. Shah re tender law and offer to contract for real property; research re same;	275.00	2.80	770.00
13/03/26	NC	Research re tender law and offer to contract for real property; draft memo re same;	275.00	4.20	1,155.00
16/03/26	NC	Research re tender law and offer to contract for real property; draft memo re same;	275.00	3.90	1,072.50
20/03/26	NC	Research re tender law and offer to contract for real property; draft memo re same;	275.00	0.50	137.50
23/03/26	NC	Research re tender law and offer to contract for real property; draft memo re same;	275.00	1.90	522.50

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED.
INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE.
HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
24/03/26	NC	Research re tender law and offer to contract for real property; draft memo re same;	275.00	7.90	2,172.50
25/03/26	NC	Research re tender law and offer to contract for real property; draft memo re same;	275.00	7.20	1,980.00
26/03/26	NC	Research re tender law and offer to contract for real property; draft memo re same;	275.00	4.60	1,265.00
27/03/26	NC	Research re tender law and offer to contract for real property; draft memo re same; correspond with R. Shah re same; review sales documents; correspond with R. Shah re same;	275.00	3.60	990.00
30/03/26	NC	Review sales documents; consider issues and edit memo; correspond with R. Shah and J Larry re same;	275.00	2.90	797.50
31/03/26	NC	Review sales documents; consider discretion within agreement; discuss with R. Shah re same; amend memo re same; further research re same;	275.00	1.80	495.00
01/04/26	NC	Review sales documents; consider	275.00	2.40	660.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		issues and edit memo; correspond with R. Shah and J Larry re same;			
01/04/26	RS	Review student research; review issues related to tender law; emails re. same;	500.00	0.40	200.00
02/04/26	NC	Meet with R. Shah and J Larry re tender law and next steps;	275.00	0.50	137.50
02/04/26	JL	Meeting re Conacher research; outline and consider issues re: report and motion;	1,100.00	1.40	1,540.00
02/04/26	RS	Meet with N. Countryman and J. Larry re. matter; review and revise report; review various issues re. contract revocation;	500.00	0.90	450.00
20/04/26	RS	Draft report to Court; email re. motion status;	500.00	0.30	150.00
21/04/26	RS	Draft report; draft notice of motion;	500.00	1.20	600.00
28/04/26	RS	Review and revise report;	500.00	0.20	100.00
29/04/26	RS	Review and revise report;	500.00	0.50	250.00
04/05/26	JL	Review and revise report;	1,100.00	0.80	880.00
04/05/26	RS	Revise report; email re. same;	500.00	0.60	300.00

Invoice No.: 143383
Our File No.: 6595-102488
Page No.: 4

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
18/05/26	RS	Email D. Denis re. matter status;	500.00	0.10	50.00
23/05/26	JL	Review comments from A. Dhanani; consider next steps re motion;	1,100.00	0.50	550.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Countryman, Noel (NC)	44.20	275.00	12,155.00
Shah, Ryan (RS)	4.20	500.00	2,100.00
Larry, Jeffrey (JL)	2.70	1,100.00	2,970.00
	51.10		

OUR FEES	$ 17,225.00
HST at 13%	2,239.25
INVOICE TOTAL	**$ 19,464.25**

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED.
INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE.
HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential

May 31, 2026
Invoice No.: 143383
Our File No.: 6595-102488

TDB Restructuring Limited
65 Queen Street West, Suite 605
Toronto, Ontario M5H 2M5

Attention: Bryan Tannenbaum

RE: **Conacher (Islington)**

REMITTANCE COPY
PLEASE REMIT WITH PAYMENT

OUR FEES	$ 17,225.00
Total HST	2,239.25
INVOICE TOTAL	**$ 19,464.25**

Court File No. CV-23-00701672-00CL

CAMERON STEPHENS MORTGAGE CAPITAL LTD.
Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

AFFIDAVIT OF ALEXCIYA BLAIR

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West, 35th Floor
Toronto, ON M5V 3H1

Jeffrey Larry (LSO#44608D)
Tel: 416.646.4330
jeff.larry@paliareroland.com

Ryan Shah (LSO# 88250C)
Tel: 416.646.6356
ryan.shah@paliareroland.com

Lawyers for the Receiver, TDB Restructuring Limited

APPENDIX FF

Court File No: CV-23-00701672-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

AFFIDAVIT OF AVROM W. BROWN

I, Avrom W. Brown, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am a Partner at the law firm Garfinkle Biderman LLP. I have personal knowledge of the matters to which I hereinafter refer.

2. Pursuant to the order of the Honourable Justice Conway dated 6th day of December, 2023 (the "**Appointment Order**"), RSM Canada Limited (now TDB Advisory Limited) was appointed as the receiver (the "**Receiver**") without security, of the real property municipally known as those properties set out on Schedule "A" attached hereto.

3. Pursuant to the Appointment Order, Garfinkle Biderman has provided services to and incurred disbursements on behalf of the Receiver. The detailed invoice attached hereto and marked as **Exhibit "A"** (the "Dockets") set out Garfinkle Biderman's fees and disbursements from October 27, 2025 to November 27, 2025. The Dockets describe the services provided and the amounts charged by Garfinkle Biderman.

4. The following is a summary of the professionals whose services are reflected in the Dockets, including hourly rates, fees billed, hours billed and the average hourly rate charged by Garfinkle Biderman. The hourly rates charged are the usual hourly rates charged by Garfinkle Biderman for the listed professionals.

Professional	Hourly Rate	Hours Billed	Fees Billed	Year Called to Bar
Avrom W. Brown	$785.00/hr	7.10	$5,573.50	1973
Mark Lauriola	$425.00/hr	16.20	$6,885.00	2018

5. Inclusive of HST and disbursements, the total amount of the Dockets are $14,078.20.

6. To the best of my knowledge, the rates charged by Garfinkle Biderman LLP in the course of these receivership proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services. I believe the total hours, fees and disbursements incurred by Garfinkle Biderman LLP on this matter are reasonable and appropriate in the circumstances.

SWORN by Avrom W. Brown stated as being located in the City of Toronto, in the Province of Ontario before me at the City of Toronto, in the Province of Ontario on the 8th day of June, 2026

A Commissioner for taking Affidavits

Avrom W. Brown

SCHEDULE "A"

Property

PIN No. 10306-0064 (LT) – 2849 Islington Avenue

Part Lot 22 Concession 6 WYS Township of York as in NY735134; Toronto (N York), City of Toronto

PIN No. 10306-0035 (LT) – 2857 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379983; Toronto (N York), City of Toronto

PIN No. 10306-0034 (LT) – 2855 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379984; Toronto (N York), City of Toronto

PIN No. 10306-0033 (LT) – 2853 Islington Avenue

Part Lot 1 Plan 9059 North York as in TB221318; Toronto (N York), City of Toronto

PIN No. 10306-0032 (LT) – 2851 Islington Avenue

Part Lot 1 Plan 9059 North York as in TR92058; Toronto (N York), City of Toronto

Court File No. CV-23-00701672-00CL

CAMERON STEPHENS MORTGAGE CAPITAL LTD.	**-and-**	**CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.**
Applicant		**Respondent**

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF AVROM W. BROWN

GARFINKLE BIDERMAN LLP
801-1 Adelaide Street East
Toronto, ON M5C 2V9
Tel: 416.869.1234
Fax: 416.869.0547

Avrom W. Brown
Tel: 416.869.7600
abrown@garfinkle.com

Lawyer for the Receiver

EXHIBIT A

Garfinkle | Biderman
BARRISTERS & SOLICITORS

INVOICE

TDB Advisory Limited
11 King St. West, Suite 700
Toronto, Ontario
M5H 4C7

Account Name	Receiver's sale of 2849-2857 Islington Avenue		
Your Ref		Invoice No.	INV01-25524
Our Ref	2/MAT68414/14314002	Date	27 Nov 2025
Account No.	MAT68414/CNT14303	Page	1 of 4

Date	Description	FE	Time	Amount excl. Tax
TO PROFESSIONAL SERVICES RENDERED with respect to the above matter				
27 Oct 25	Review correspondence, discuss with Michelle, call with Avrom and Arif, emails to Michelle, revie order, discuss with Avrom zoom call	62	2.60	$ 1,105.00
27 Oct 25	Various emails	2	0.40	$ 314.00
27 Oct 25	Telephone Call With Jeff Larry	2	0.10	$ 78.50
27 Oct 25	Miscellaneous re: Offer withdrawal	2	1.00	$ 785.00
27 Oct 25	Receive and review Court Order	2	0.30	$ 235.50
27 Oct 25	Zoom with clients, Jeff, Ryan	2	0.50	$ 392.50
28 Oct 25	Various emails re: withdrawal of Rooney offer	2	0.30	$ 235.50
29 Oct 25	E-Mail from Rooney	2	0.20	$ 157.00
29 Oct 25	Various emails confirming Deposits in trust	2	0.40	$ 314.00
29 Oct 25	Draft reply to Rooney	2	0.20	$ 157.00
29 Oct 25	Discuss file, review correspondence, discuss with Avrom, discuss with Michelle	62	1.10	$ 467.50
30 Oct 25	Discuss with Avrom, email Michelle APS, review correspondence from Avrom, Jeff Larry filed, emails to Michelle, review letter to Paul Rooney	62	1.60	$ 680.00
30 Oct 25	Zoom with clients, Jeff, Ryan	2	0.30	$ 235.50
30 Oct 25	Emails with Ryan	2	0.10	$ 78.50
03 Nov 25	Review correspondence, review letters re deposit	62	0.80	$ 340.00
03 Nov 25	Various emails	2	0.20	$ 157.00
03 Nov 25	Zoom with clients, Jeff	2	0.30	$ 235.50
03 Nov 25	Letter To Rooney - Balance of Deposit	2	0.20	$ 157.00
04 Nov 25	Review APS', review correspondence between parties, discuss with Avrom APS' PP and deposits, discuss with Michelle	62	1.30	$ 552.50
04 Nov 25	Discuss APS's with Mark	2	0.30	$ 235.50
04 Nov 25	Miscellaneous re: New "Middle" offer	2	0.20	$ 157.00
04 Nov 25	Various emails re: new Middle offer	2	0.40	$ 314.00
05 Nov 25	Review correspondence from Ryan, discuss with Michelle	62	0.50	$ 212.50

Hearing Brief p. 427

Date	Description	FE	Time	Amount excl. Tax
06 Nov 25	Follow Up re: Deposits	2	0.30	$ 235.50
06 Nov 25	Review various correspondence from litigation counsel, Avrom, discuss with Michelle	62	0.80	$ 340.00
10 Nov 25	Review various correspondence, discuss with Avrom same	62	0.50	$ 212.50
10 Nov 25	Various emails re: Rooney offer	2	0.50	$ 392.50
10 Nov 25	Emails re: Rooney offer	2	0.20	$ 157.00
11 Nov 25	Telephone Call With Arif - acceptance of "Middle Offer"	2	0.10	$ 78.50
11 Nov 25	Review various correspondence, emails to Michelle	62	0.40	$ 170.00
12 Nov 25	Review various correspondence, discuss with Avrom, various emails to Michelle	62	0.70	$ 297.50
12 Nov 25	Follow Up	2	0.10	$ 78.50
13 Nov 25	Review various correspondence, letters	62	0.50	$ 212.50
14 Nov 25	Review correspondence, calls with Avrom, discuss with clerks deposits, discuss with Avrom deposits, review files	62	1.20	$ 510.00
14 Nov 25	Various emails	2	0.50	$ 392.50
17 Nov 25	Discuss with Michelle, discuss with Avrom, emails to Michelle, emails to Hayley, discuss file with Hayley, instruct Hayley	62	1.60	$ 680.00
18 Nov 25	Discuss with Avrom re closing, discuss with Hayley re file	62	0.40	$ 170.00
19 Nov 25	Discuss with Avrom, discuss with Hayley, emails to Wendy, Avrom, ryan re closing	62	0.60	$ 255.00
25 Nov 25	Emails to Ryan re solicitor for real estate, discuss with Michelle solicitor and correspondence, Review correspondence, discuss with Arif re fees and affidavit, instruct Hayley, email Hayley, email to Hayley	62	1.20	$ 510.00
26 Nov 25	Discuss fee affidavit with Hayley, emails to Avrom and Arif re Islington file	62	0.40	$ 170.00
	TOTAL FEES			**$ 12,458.50**
	TOTAL TAX @ 13.00%			**$ 1,619.70**
	TOTAL DUE ON THIS INVOICE			**$ 14,078.20**

Balances	
A/R	$ 14,078.20
Trust	$ 262,500.00
Investment Trust	$ 0.00

Total Due	
Outstanding Invoices	**$ 0.00**
Invoice Amount	**$ 14,078.20**
Sub Total	**$ 14,078.20**
Less Trust Transferred to Pay Invoice	**$ 0.00**
Total Account Balance	**$ 14,078.20**

Garfinkle Biderman LLP



Wendy Greenspoon-Soer (13)

Garfinkle | Biderman LLP
Dundee Place, Suite 801, 1 Adelaide Street East, Toronto, ON M5C 2V9
Tel | 416.869.1234
Fax | 416.869.0547 **www.garfinkle.com**

GST # R119425791
Pursuant to the Solicitors Act, interest at the rate of % will be charged on overdue accounts
When remitting please enclose the duplicate copy of this account.

Hearing Brief p. 427

Hearing Brief p. 428

Payment Options

Cheque: Please make your cheque payable to Garfinkle Biderman LLP and reference your invoice number.

Credit Card: clicking on the following link garfinkle.com/payment <http://garfinkle.com/payment> or you may visit www.garfinkle.com and click **Invoice Payment** on the top right corner of the screen.

Garfinkle | Biderman LLP
Dundee Place, Suite 801, 1 Adelaide Street East, Toronto, ON M5C 2V9
Tel | 416.869.1234
Fax | 416.869.0547 **www.garfinkle.com**

GST # R119425791
Pursuant to the Solicitors Act, interest at the rate of % will be charged on overdue accounts
When remitting please enclose the duplicate copy of this account.

Hearing Brief p. 428

Garfinkle | Biderman
BARRISTERS & SOLICITORS

Account No.	MAT68414/CNT14303	Invoice No.	INV01-25524	Date	27 Nov 2025	Page	4 of 4

TRUST STATEMENT

Date	Description	Payments	Receipts	Balance
28 Jun 24	Received Direct Deposit from Lakeshore Luxe Design and Build Group Inc-CC-DD-6/27/24 - deposit		$ 650,000.00	$ 650,000.00
02 Aug 24	Received Direct Deposit from Corsianos Lee Vashishth LLP - CC#0969 - DD - 08/02/2024 - additional deposit		$ 75,000.00	$ 725,000.00
08 Aug 24	Tsf fr 0495333 to 5260596	$ 725,000.00		$ 0.00
08 Aug 24	Received EFT from GB - Tsf fr 0495333 to 5260596 -		$ 725,000.00	$ 725,000.00
08 Aug 24	Wire to TDB Restructuring Limited - non-refundable delay cost - 2849, 2857, 2855, 2853, and 2851 Islington Avenue, Toronto	$ 75,000.00		$ 650,000.00
12 Aug 24	Received Direct Deposit from Corsianos Lee Vashishth LLP - CC#1015 - DD - 08/12/2024 - Partial extension fee		$ 75,000.00	$ 725,000.00
13 Aug 24	Received Direct Deposit from Corsianos Lee Vashishth LLP - CC#1027 - DD - 08/13/2024 - re remainder of extension fee		$ 75,000.00	$ 800,000.00
29 Aug 24	Transferred from Trust to Garfinkle Biderman LLP in payment of invoice INV01-17579	$ 58,570.69		$ 741,429.31
29 Aug 24	Tsf fr 0495333 to 5260596	$ 150,000.00		$ 591,429.31
29 Aug 24	Received EFT from GB - Tsf fr 0495333 to 5260596 -		$ 150,000.00	$ 741,429.31
29 Aug 24	Transfer into Trust account from General account (reversal)		$ 58,570.69	$ 800,000.00
30 Aug 24	Wire to TDB Restructuring Limited - balance re deposits, etc. - 2849, 2857, 2855, 2853, and 2851 Islington Avenue, Toronto	$ 800,000.00		$ 0.00
10 Oct 24	Received EFT from Aditcorp Holdins Inc- 10/09/2024 - deposit		$ 262,500.00	$ 262,500.00
19 Nov 24	Received Direct Deposit from TDB BPY - Payment		$ 58,587.69	$ 321,087.69
19 Nov 24	Tsf fr 0495333 to 5260596	$ 58,587.69		$ 262,500.00
19 Nov 24	Received EFT from GB-Tsf fr 0495333 to 5260596 -		$ 58,587.69	$ 321,087.69
19 Nov 24	Transferred from Trust to Garfinkle Biderman LLP in payment of invoice INV01-17630	$ 58,587.69		$ 262,500.00
	Total	**$ 1,925,746.07**	**$ 2,188,246.07**	**$ 262,500.00**

Amount held in Reserve Trust on your behalf: $ 262500.00

Garfinkle | Biderman LLP
Dundee Place, Suite 801, 1 Adelaide Street East, Toronto, ON M5C 2V9
Tel | 416.869.1234
Fax | 416.869.0547 **www.garfinkle.com**

GST # R119425791
Pursuant to the Solicitors Act, interest at the rate of % will be charged on overdue accounts
When remitting please enclose the duplicate copy of this account.

Court File No: CV-23-00701672-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

AFFIDAVIT OF AVROM W. BROWN

I, Avrom W. Brown, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am a Partner at the law firm Garfinkle Biderman LLP. I have personal knowledge of the matters to which I hereinafter refer.

2. Pursuant to the order of the Honourable Justice Conway dated 6th day of December, 2023 (the "**Appointment Order**"), RSM Canada Limited (now TDB Advisory Limited) was appointed as the receiver (the "**Receiver**") without security, of the real property municipally known as those properties set out on Schedule "A" attached hereto.

3. Pursuant to the Appointment Order, Garfinkle Biderman has provided services to and incurred disbursements on behalf of the Receiver. The detailed invoice attached hereto and marked as **Exhibit "A"** (the "Dockets") set out Garfinkle Biderman's fees and disbursements from December 1, 2025 to December 31, 2025. The Dockets describe the services provided and the amounts charged by Garfinkle Biderman.

4. The following is a summary of the professionals whose services are reflected in the Dockets, including hourly rates, fees billed, hours billed and the average hourly rate charged by Garfinkle Biderman. The hourly rates charged are the usual hourly rates charged by Garfinkle Biderman for the listed professionals.

Professional	Hourly Rate	Hours Billed	Fees Billed	Year Called to Bar
Avrom W. Brown	$785.00/hr	6.80	$5,338.00	1973
Mark Lauriola	$425.00/hr	63.40	$26,945.00	2018

5. Inclusive of HST and disbursements, the total amount of the Dockets are $51,600.97.

6. To the best of my knowledge, the rates charged by Garfinkle Biderman LLP in the course of these receivership proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services. I believe the total hours, fees and disbursements incurred by Garfinkle Biderman LLP on this matter are reasonable and appropriate in the circumstances.

SWORN by Avrom W. Brown stated as being located in the City of Toronto, in the Province of Ontario before me at the City of Toronto, in the Province of Ontario on the 8th day of June, 2026

A Commissioner for taking Affidavits

Avrom W. Brown

SCHEDULE "A"

Property

PIN No. 10306-0064 (LT) – 2849 Islington Avenue

Part Lot 22 Concession 6 WYS Township of York as in NY735134; Toronto (N York), City of Toronto

PIN No. 10306-0035 (LT) – 2857 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379983; Toronto (N York), City of Toronto

PIN No. 10306-0034 (LT) – 2855 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379984; Toronto (N York), City of Toronto

PIN No. 10306-0033 (LT) – 2853 Islington Avenue

Part Lot 1 Plan 9059 North York as in TB221318; Toronto (N York), City of Toronto

PIN No. 10306-0032 (LT) – 2851 Islington Avenue

Part Lot 1 Plan 9059 North York as in TR92058; Toronto (N York), City of Toronto

Court File No. CV-23-00701672-00CL

CAMERON STEPHENS MORTGAGE CAPITAL LTD.	**-and-**	**CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.**
Applicant		**Respondent**

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF AVROM W. BROWN

GARFINKLE BIDERMAN LLP
801-1 Adelaide Street East
Toronto, ON M5C 2V9
Tel: 416.869.1234
Fax: 416.869.0547

Avrom W. Brown
Tel: 416.869.7600
abrown@garfinkle.com

Lawyer for the Receiver

EXHIBIT A

Garfinkle | Biderman
BARRISTERS & SOLICITORS

INVOICE

TDB Advisory Limited
11 King St. West, Suite 700
Toronto, Ontario
M5H 4C7

Account Name	Receiver's sale of 2849-2857 Islington Avenue		
Your Ref		Invoice No.	INV01-25973
Our Ref	2/MAT68414/14314002	Date	31 Dec 2025
Account No.	MAT68414/CNT14303	Page	1 of 4

Date	Description	FE	Time	Amount excl. Tax
TO PROFESSIONAL SERVICES RENDERED with respect to the above matter				
01 Dec 25	Review correspondence from Ryan, Review preliminary draft Vesting Order, emails to Ryan re counsel, emails to Hayley re counsel, instruct Hayley	62	1.00	$ 425.00
02 Dec 25	Email to Arif, email to Jameson re title, instruct Hayley	62	0.40	$ 170.00
03 Dec 25	Discuss with Mark	2	0.20	$ 157.00
03 Dec 25	Various review of correspondence, pull title, review title, review draft vesting order, emails to Hayley, instruct Hayley, emails to Ryan re title, vesting order	62	4.20	$ 1,785.00
04 Dec 25	Review correspondence, discuss with Hayley, discuss with Avrom, review further correspondence between litigation counsel	62	1.50	$ 637.50
05 Dec 25	Review various correspondence, call with Arjun, discuss with Avrom various, emails to Arif, emails to Jameson, discuss with Hayley, re allocation of PP, title	62	3.40	$ 1,445.00
08 Dec 25	Review various correspondence, emails to Hayley, instruct Hayley, emails to Jameson re title, email to Ryan re title, email to Ryan re draft Order	62	2.10	$ 892.50
09 Dec 25	Discuss with Avrom various re the costs awarded, review correspondence, email Jameson, emails to Ryan, email to Arif	62	1.20	$ 510.00
09 Dec 25	Discuss with Mark	2	0.20	$ 157.00
10 Dec 25	Discuss with Mark	2	0.30	$ 235.50
10 Dec 25	Review emails, emails to Ryan and Arif, discuss with Avrom, discuss with Avrom again, emails to Jameson, call with Jameson discussing VO, email to Jameson re city restriction, emails to Ryan and Arif re VO and city restriction and costs, discuss with Avrom, review VO, APS	62	3.10	$ 1,317.50
11 Dec 25	Various discussions with Avrom, email to Arif re taxes, emails to Daniel and Arif re taxes, coordinating with Bailiff, instruct Hayley, coordinating with tax department, provide up to date amount via email to Daniel for taxes and bailiff	62	3.50	$ 1,487.50
11 Dec 25	Discuss with Mark	2	0.10	$ 78.50
11 Dec 25	Miscellaneous re: taxes	2	0.20	$ 157.00
12 Dec 25	Review correspondence, emails to Ryan, instruct Hayley re Vesting Order, emails to Arif re closing date, email to Ryan re purchaser solicitor, email to Jameson re closing date	62	2.70	$ 1,147.50

Garfinkle | Biderman LLP
Dundee Place, Suite 801, 1 Adelaide Street East, Toronto, ON M5C 2V9
Tel | 416.869.1234
Fax | 416.869.0547 **www.garfinkle.com**

GST # R119425791
Pursuant to the Solicitors Act, interest at the rate of % will be charged on overdue accounts
When remitting please enclose the duplicate copy of this account.

Hearing Brief p. 437

Date	Description	FE	Time	Amount excl. Tax
15 Dec 25	Review, discuss with Hayley o/s items to do, file	62	0.50	$ 212.50
16 Dec 25	Various emails re: Closing Date	2	0.10	$ 78.50
16 Dec 25	Review correspondence, instruct Hayley to pull searches, email to Jameson re title, email Arif re extension request, discuss with Hayley	62	1.60	$ 680.00
17 Dec 25	Discuss with Mark - closing date	2	0.20	$ 157.00
17 Dec 25	Discuss with Avrom, discuss with Hayley, instruct Hayley, review APS, instruct Hayley, emails to Arif, dealing with extension request, dealing with Arif and purchaser's solicitor re extension, prelim review of docs, discuss docs with Avrom, email to Hayley	62	4.40	$ 1,870.00
18 Dec 25	Discuss with Hayley, review correspondence, instruct Hayley re docs	62	2.70	$ 1,147.50
19 Dec 25	Discuss with Hayley, call, VM, email to Jameson, draft email to City of Toronto, email City re restriction, email to Jameson re city of Toronto, instruct Hayley, discuss with Avrom, review file, docs, SOA draft	62	3.20	$ 1,360.00
22 Dec 25	Discuss with Mark	2	0.10	$ 78.50
22 Dec 25	Review docs, amend, discuss with Nilton, emails to Jameson, call with Jameson discussing transaction, emails to Arif, emails to Ryan, discuss with Avrom, email to Jameson re Bailiff, instruct Nilton re docs	62	5.30	$ 2,252.50
23 Dec 25	Miscellaneous re: closing arrangements	2	0.20	$ 157.00
23 Dec 25	Discuss with Mark - Cost Order	2	0.20	$ 157.00
23 Dec 25	Discuss with Avrom, emails to Jameson, review edits, discuss with Nilton, review various correspondence, discuss re Avrom re $15k, calls to Jameson and clerk, VM, email to Avrom re taxes and award, call with Avrom	62	4.10	$ 1,742.50
29 Dec 25	Remote Signing, call with Arif, various discussions with Avrom, emails to the City re restriction, Docusign to Arif, emails to Bailiff re taxes, emails to Haxell re restriction, taxes, calls with Avrom discussing TI and taxes, emails to the City of Toronto re consent, discuss with Nilton4	62	5.80	$ 2,465.00
30 Dec 25	various discussions and calls with Mark re extension, taxes, title insurance, closing o/s items, call with Arif and Mark discussing closing, call with Bryan, emails to various, review various correspondence	2	5.00	$ 3,925.00
30 Dec 25	Various calls to Haxel law, calls with Jameson, calls with Avrom discussing extension, taxes, opinion, discuss with Nilton, prepare final report, verify banking details for taxes, pay taxes, emails to Haxell Law, emails to Arif re various for closing, further calls with Jameson discussing restriction, further calls with Avrom discussing restriction, review guidelines bulletins, emails to Jameson and Veronica, emails to Avrom, emails to Arif and Bryan, call with Bryan, call to Bailiff, draft undertaking re taxes, revise amend, revise, emails to Jameson re taxes, call with James re taxes, instruct Nilton various, review registrations, email to Jameson, email receiver's certificate, wire taxes, wire balance of funds, confirm payments, prepare invoices, instruct Nilton, contact the city, call with the city	62	12.70	$ 5,397.50
	TOTAL FEES			**$ 32,283.00**

DISBURSEMENTS

04 Dec 25	Teranet Searches - Taxable-12/03/2025	$ 207.80
11 Dec 25	Clearances - Real Estate - Taxable - TAX Certificate - 12/11/2025	$ 440.65
17 Dec 25	Searches/PPSA/Filing fees-Taxable-12.16.25	$ 42.40
22 Dec 25	Conveyancer fees-12/19/2025	$ 202.00
31 Dec 25	Client Other - No Tax-outgoing wire charge x2	$ 34.00 *
	TOTAL DISBURSEMENTS	**$ 926.85**

* Exempt

Garfinkle | Biderman LLP
Dundee Place, Suite 801, 1 Adelaide Street East, Toronto, ON M5C 2V9
Tel | 416.869.1234
Fax | 416.869.0547 **www.garfinkle.com**

GST # R119425791
Pursuant to the Solicitors Act, interest at the rate of % will be charged on overdue accounts
When remitting please enclose the duplicate copy of this account.

Hearing Brief p. 437

Date	Description	FE	Time	Amount excl. Tax
	TOTAL FEES AND DISBURSEMENTS			**$ 33,209.85**
	TOTAL TAX @ 13.00%			**$ 4,312.92**
	TOTAL DUE ON THIS INVOICE			**$ 37,522.77**

Balances		Total Due	
A/R	$ 51,600.97	**Outstanding Invoices**	**$ 14,078.20**
Trust	$ 0.00	**Invoice Amount**	**$ 37,522.77**
Investment Trust	$ 0.00	**Sub Total**	**$ 51,600.97**
		Less Trust Transferred to Pay Invoice	**$ 0.00**
		Total Account Balance	**$ 51,600.97**

Garfinkle Biderman LLP



Wendy Greenspoon-Soer (13)

Payment Options

Cheque: Please make your cheque payable to Garfinkle Biderman LLP and reference your invoice number.

Credit Card: clicking on the following link garfinkle.com/payment <http://garfinkle.com/payment> or you may visit www.garfinkle.com and click **Invoice Payment** on the top right corner of the screen.

Garfinkle | Biderman
BARRISTERS & SOLICITORS

Account No.	MAT68414/CNT14303	Invoice No.	INV01-25973	Date	31 Dec 2025	Page	4 of 4

TRUST STATEMENT

Date	Description	Payments	Receipts	Balance
28 Jun 24	Received Direct Deposit from Lakeshore Luxe Design and Build Group Inc-CC-DD-6/27/24 - deposit		$ 650,000.00	$ 650,000.00
02 Aug 24	Received Direct Deposit from Corsianos Lee Vashishth LLP - CC#0969 - DD - 08/02/2024 - additional deposit		$ 75,000.00	$ 725,000.00
08 Aug 24	Tsf fr 0495333 to 5260596	$ 725,000.00		$ 0.00
08 Aug 24	Received EFT from GB - Tsf fr 0495333 to 5260596 -		$ 725,000.00	$ 725,000.00
08 Aug 24	Wire to TDB Restructuring Limited - non-refundable delay cost - 2849, 2857, 2855, 2853, and 2851 Islington Avenue, Toronto	$ 75,000.00		$ 650,000.00
12 Aug 24	Received Direct Deposit from Corsianos Lee Vashishth LLP - CC#1015 - DD - 08/12/2024 - Partial extension fee		$ 75,000.00	$ 725,000.00
13 Aug 24	Received Direct Deposit from Corsianos Lee Vashishth LLP - CC#1027 - DD - 08/13/2024 - re remainder of extension fee		$ 75,000.00	$ 800,000.00
29 Aug 24	Transferred from Trust to Garfinkle Biderman LLP in payment of invoice INV01-17579	$ 58,570.69		$ 741,429.31
29 Aug 24	Tsf fr 0495333 to 5260596	$ 150,000.00		$ 591,429.31
29 Aug 24	Received EFT from GB - Tsf fr 0495333 to 5260596 -		$ 150,000.00	$ 741,429.31
29 Aug 24	Transfer into Trust account from General account (reversal)		$ 58,570.69	$ 800,000.00
30 Aug 24	Wire to TDB Restructuring Limited - balance re deposits, etc. - 2849, 2857, 2855, 2853, and 2851 Islington Avenue, Toronto	$ 800,000.00		$ 0.00
10 Oct 24	Received EFT from Aditcorp Holdins Inc- 10/09/2024 - deposit		$ 262,500.00	$ 262,500.00
19 Nov 24	Received Direct Deposit from TDB BPY - Payment		$ 58,587.69	$ 321,087.69
19 Nov 24	Tsf fr 0495333 to 5260596	$ 58,587.69		$ 262,500.00
19 Nov 24	Received EFT from GB-Tsf fr 0495333 to 5260596 -		$ 58,587.69	$ 321,087.69
19 Nov 24	Transferred from Trust to Garfinkle Biderman LLP in payment of invoice INV01-17630	$ 58,587.69		$ 262,500.00
30 Dec 25	Received Direct Deposit from Jameson Robert Glass o/a Haxell Law CC DD - bal.due on closing		$ 2,362,738.10	$ 2,625,238.10
31 Dec 25	tsf fr 0495333 to 5260596	$ 2,625,238.10		$ 0.00
31 Dec 25	Received EFT from GB-tsf fr 0495333 to 5260596 -		$ 2,625,238.10	$ 2,625,238.10
31 Dec 25	Wire to TDB RESTRUCTURING LIMITED-sale proceeds 2849 2857 2855 2853 2851 Islington Ave Toronto	$ 2,352,410.40		$ 272,827.70
31 Dec 25	Wire to S. WILSON AND CO. BAILIFFS LIMITED-realty tax arrears	$ 272,827.70		$ 0.00
	Total	**$ 7,176,222.27**	**$ 7,176,222.27**	**$ 0.00**

Garfinkle | Biderman LLP
Dundee Place, Suite 801, 1 Adelaide Street East, Toronto, ON M5C 2V9
Tel | 416.869.1234
Fax | 416.869.0547 **www.garfinkle.com**

GST # R119425791
Pursuant to the Solicitors Act, interest at the rate of % will be charged on overdue accounts
When remitting please enclose the duplicate copy of this account.

Court File No. CV-23-00701672-00CL

CAMERON STEPHENS MORTGAGE CAPITAL LTD.
Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

MOTION RECORD OF THE RECEIVER
(RETURNABLE JUNE 15, 2026)

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West, 35th Floor
Toronto, ON M5V 3H1

Jeffrey Larry (44608D)
Tel: 416.646.4330
jeff.larry@paliareroland.com

Ryan Shah (88250C)
Tel: 416.646.6356
ryan.shah@paliareroland.com

Lawyers for the Receiver,
TDB Restructuring Limited

TAB 3

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W., Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

IN THE MATTER OF THE RECEIVERSHIP OF

311 CONACHER DRIVE, KINGSTON, ONTARIO AND

2849, 2851, 2853, 2855 AND 2857 ISLINGTON AVENUE, TORONTO, ONTARIO

FIRST SUPPLEMENT TO THE SIXTH REPORT OF THE RECEIVER

JULY 30, 2026

Electronically filed/ Déposé par voie électronique : 31-Jul-2026
Superior Court of Justice - Toronto - Commercial List / Cour supérieure de justice
Court File No./N° du dossier du greffe: CV-23-00701672-00CL

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

APPENDICES

Statement of Adjustments ..... A

1.0 INTRODUCTION

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on December 6, 2023, which order was effective December 22, 2023 (the "**Appointment Order**"), RSM Canada Limited was appointed receiver (the "**Receiver**"), without security, of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "**Kingston Property**") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**" and together with the Kingston Property, the "**Properties**").

2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the "**Omnibus Order**").

3. Capitalized terms not otherwise defined herein adopt the definitions given to them in the Sixth Report of the Receiver dated June 8, 2026 (the "**Sixth Report**").

1.1 Purpose of Report

4. The purpose of this report (the "**First Supplement**") is to supplement the Sixth Report in connection with the Receiver's motion for judgment against 100 Inc. and 160 Inc. and reply to the affidavit of Simion Kronenfeld dated July 17, 2026 and the affidavit of Andy Bakhtiari dated July 20, 2026. In particular, the Receiver has prepared this report to provide information to the Court and stakeholders on the proceeds generated by the Receiver's sale of the Toronto Property to the Toronto Purchaser.

1.2 Terms of Reference

5. In preparing the First Supplement and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "**Information**"). Certain of the information contained in the First Supplement may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the

Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

6. Unless otherwise stated, all dollar amounts contained in the First Supplement are expressed in Canadian dollars.

2.0 CLOSING OF THE SALE OF THE TORONTO PROPERTY

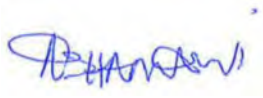
7. As set out in greater detail in the Sixth Report, on October 7, 2024, the Receiver entered into the Toronto APS with the Toronto Purchaser.

8. On December 12, 2025, the Court approved the Toronto APS and, on December 30, 2025, the Receiver closed this transaction. This resulted in the payment of $2,625,238.10 to the Receiver.

9. A copy of the statement of adjustments for this transaction is attached hereto as **Appendix** "**A**".

All of which is respectfully submitted to this Court as of July 30, 2026.

TDB RESTRUCTURING LIMIITED, solely in its capacity as Receiver of 311 Conacher Drive and 2849, 2851, 2853, 2855 and 2857 Islington Avenue and not in its personal or corporate capacity

Per: 

Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX A

STATEMENT OF ADJUSTMENTS

Vendor: **TDB RESTRUCTURING LIMITED (Receiver and Manager)**

Purchaser: **1001079467 ONTARIO INC. AND 1001436230 ONTARIO INC.**

Property: **2849, 2857, 2855, 2853, and 2851 Islington Ave, Toronto, Ontario**

Adjusted as of: **December 30, 2025**

		Credit Purchaser	Credit Vendor
SALE PRICE			$2,625,000.00
DEPOSIT		$262,500.00	
REALTY TAXES - 2849 ISLINGTON AVENUE			
2025 total taxes	$23,311.53		
Vendor has paid	$23,311.53		
Vendor's share for 363 days	$23,183.80		
Credit Vendor			127.73
REALTY TAXES - 2851 ISLINGTON AVENUE			
2025 total taxes	$6,522.85		
Vendor has paid	$6,522.85		
Vendor's share for 363 days	$6,487.11		
Credit Vendor			35.74
REALTY TAXES - 2853 ISLINGTON AVENUE			
2025 total taxes	$4,373.71		
Vendor has paid	$4,373.71		
Vendor's share for 363 days	$4,349.74		
Credit Vendor			23.97
REALTY TAXES - 2855 ISLINGTON AVENUE			
2025 total taxes	$4,622.55		
Vendor has paid	$4,622.55		
Vendor's share for 363 days	$4,597.22		
Credit Vendor			25.33
REALTY TAXES - 2857 ISLINGTON AVENUE			
2025 total taxes	$4,622.55		
Vendor has paid	$4,622.55		
Vendor's share for 363 days	$4,597.22		
Credit Vendor			25.33
BALANCE DUE ON CLOSING			
Payable to Garfinkle Biderman LLP, in trust or as further directed		2,362,738.10	
E.&O.E.		**$2,625,238.10**	**$2,625,238.10**

Prepared using ***Unity*** by D&D

TAB 4

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W., Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

IN THE MATTER OF THE RECEIVERSHIP OF

311 CONACHER DRIVE, KINGSTON, ONTARIO AND

2849, 2851, 2853, 2855 AND 2857 ISLINGTON AVENUE, TORONTO, ONTARIO

SECOND SUPPLEMENT TO THE SIXTH REPORT OF THE RECEIVER

SEPTEMBER 16, 2026

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

APPENDICES

Correspondence with counsel to 160 Inc. ..... A

1.0 INTRODUCTION

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on December 6, 2023, which order was effective December 22, 2023 (the "**Appointment Order**"), RSM Canada Limited was appointed receiver (the "**Receiver**"), without security, of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "**Kingston Property**") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**" and together with the Kingston Property, the "**Properties**").

2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the "**Omnibus Order**").

3. Capitalized terms not otherwise defined herein adopt the definitions given to them in the Sixth Report of the Receiver dated June 8, 2026 (the "**Sixth Report**").

1.1 Purpose of Report

4. The purpose of this report (the "**Second Supplement**") is to attach correspondence sent by counsel to the Receiver to counsel to 160 Inc. which was inadvertently omitted from the Sixth Report.

1.2 Terms of Reference

5. In preparing the Second Supplement and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "**Information**"). Certain of the information contained in the Second Supplement may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the

Hearing Brief p. 453

Receiver expresses no opinion or other form of assurance in respect of the Information.

6. Unless otherwise stated, all dollar amounts contained in the Second Supplement are expressed in Canadian dollars.

2.0 CORRESPONDECNE WITH COUNSEL TO 160 INC.

7. As set out in greater detail in the Sixth Report, on November 13, 2025, the Receiver signed back the original offer to purchase the Toronto Property submitted by 160 Inc., being the 160 Inc. Agreement.

8. This letter noted that article 2.5 of the 160 Inc. Agreement required 160 Inc. to pay a deposit of $368,800 to the Receiver on submission of its offer to the Receiver. 160 Inc. failed to do this and, accordingly, this letter demanded that 160 Inc. pay such deposit to the Receiver's real estate counsel by November 14, 2025 at 1:00 PM.

9. As noted in the Sixth Report, 160 Inc. defaulted under the 160 Inc. Agreement by failing to pay the entirety of the deposit that it was required to pay under the terms of the 160 Inc. Agreement.

10. Following 1:00 PM on November 14, 2025, having not received the required deposit from 160 Inc. counsel to the Receiver sent a letter to counsel to 160 Inc. advising that 160 Inc.'s failure to pay a deposit in connection with the 160 Inc. Agreement was a default under the 160 Inc. Agreement and, accordingly, the Receiver elected to treat the 160 Inc. Agreement as having been repudiated by 160 Inc. The letter stated that the Receiver reserved its rights and remedies against 160 Inc., including the right to commence an action against 160 Inc. for damages.

11. A copy of this letter and the covering email are attached hereto as **Appendix "A."**

[remainder of page left blank intentionally]

All of which is respectfully submitted to this Court as of September 16, 2026,

TDB RESTRUCTURING LIMIITED, solely in its capacity as Receiver of 311 Conacher Drive and 2849, 2851, 2853, 2855 and 2857 Islington Avenue and not in its personal or corporate capacity

Per: 

Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX A

Ryan Shah

From: Ryan Shah
Sent: November 14, 2025 3:43 PM
To: 'Bobby Vakili'
Cc: 'aeftekharnejad_ca@yahoo.ca'; Jeff Larry; Candace Baumtrog; 'Arif Dhanani'; 'Bryan Tannenbaum'; 'Avrom Brown'
Subject: RE: [EXTERNAL] Offer for 2849, 2851, 2853, 2855 and 2857 Islington Ave, Toronto ON [IMAN-PRIMANAGE.FID407588]
Attachments: 14-NOV-2025 Letter to B. Vakili(10106295.1).pdf

Bobby:

Further to the below, I am attaching a letter of today's date in connection with this matter.

Regards,

Ryan Shah
416.646.6356
Paliare Roland Rosenberg Rothstein LLP

From: Ryan Shah
Sent: November 13, 2025 12:50 PM
To: 'Bobby Vakili' <BVAKILI@VAKILILAW.COM>
Cc: aeftekharnejad_ca@yahoo.ca; Jeff Larry <Jeff.Larry@paliareroland.com>; Candace Baumtrog <Candace.Baumtrog@Paliareroland.com>; Arif Dhanani <adhanani@tdbadvisory.ca>; Bryan Tannenbaum <btannenbaum@tdbadvisory.ca>; Avrom Brown <abrown@garfinkle.com>
Subject: RE: [EXTERNAL] Offer for 2849, 2851, 2853, 2855 and 2857 Islington Ave, Toronto ON [IMAN-PRIMANAGE.FID407588]

Hi Bobby:

Further to the below, please see the attached correspondence from our office of today's date, alongside enclosures.

Court materials can be found at this link: https://tdbadvisory.ca/insolvency-case/311-conacher-drive-kingston-ontario2849-2851-2853-2855-and-2857-islington-avenue-toronto-ontario/

Regards,

Ryan Shah
416.646.6356
Paliare Roland Rosenberg Rothstein LLP

From: Bobby Vakili <BVAKILI@VAKILILAW.COM>
Sent: November 13, 2025 11:20 AM
To: Ryan Shah <ryan.shah@paliareroland.com>
Cc: aeftekharnejad_ca@yahoo.ca; Jeff Larry <Jeff.Larry@paliareroland.com>; Candace Baumtrog

<Candace.Baumtrog@Paliareroland.com>
Subject: RE: [EXTERNAL] Offer for 2849, 2851, 2853, 2855 and 2857 Islington Ave, Toronto ON [IMAN-PRIMANAGE.FID407588]

Ryan:

Can you advise on the status of the proceedings?
Is there a link where we can review the court history and orders made, I was unable to find it on-line.

Kind regards,

Bobby Vakili, B.A., J.D.
Barrister and Solicitor

VAKILI LAW GROUP PROFESSIONAL CORPORATION
200 - 7620 Yonge Street
Thornhill, ON.
L4J 1V9

Tel: 647-352-2245
Fax: 647-352-2246

www.vakililaw.com

We love to hear from our clients, please click on the link below to leave us a review.

Google Customer Reviews

CONFIDENTIAL:
This message is intended only for the use of the individual to which it is addressed and contains information that is confidential and may be protected by attorney-client privilege. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If this communication was received in error, please notify the sender by reply E-mail and delete the original message

---

From: Bobby Vakili
Sent: November 12, 2025 3:00 PM
To: 'ryan.shah@paliareroland.com' <ryan.shah@paliareroland.com>
Cc: aeftekharnejad_ca@yahoo.ca; Jeff.Larry@paliareroland.com; Candace.Baumtrog@Paliareroland.com
Subject: RE: Offer for 2849, 2851, 2853, 2855 and 2857 Islington Ave, Toronto ON [IMAN-PRIMANAGE.FID407588]

Hi Ryan:

I understand you called my office earlier today, and I am reviewing the agreement and seeking instructions from my client. I expect to formally respond tomorrow. Thanks for your patience.

Kind regards,

Bobby Vakili, B.A., J.D.
Barrister and Solicitor

VAKILI LAW GROUP PROFESSIONAL CORPORATION

200 - 7620 Yonge Street
Thornhill, ON.
L4J 1V9

Tel: 647-352-2245
Fax: 647-352-2246

www.vakililaw.com

We love to hear from our clients, please click on the link below to leave us a review.

Google Customer Reviews

CONFIDENTIAL:
This message is intended only for the use of the individual to which it is addressed and contains information that is confidential and may be protected by attorney-client privilege. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If this communication was received in error, please notify the sender by reply E-mail and delete the original message

---

From: ryan.shah@paliareroland.com <ryan.shah@paliareroland.com>
Sent: November 7, 2025 5:20 PM
To: Bobby Vakili <BVAKILI@VAKILILAW.COM>
Cc: aeftekharnejad_ca@yahoo.ca; Jeff.Larry@paliareroland.com; Candace.Baumtrog@Paliareroland.com
Subject: RE: Offer for 2849, 2851, 2853, 2855 and 2857 Islington Ave, Toronto ON [IMAN-PRIMANAGE.FID407588]

Hi Bobby:

Thanks for your email.

Please see attached offer that your client submitted. You will see that it includes a schedule that sets out the terms of the receiver's sales process, which notes (at p. 36) that to be a qualified bid in the sales process the offer is to be irrevocable.

Given that your client purported to participate in this sales process (and given that this irrevocability is noted on the face of your client's offer), your client's offer is indeed irrevocable.

Please do arrange for your client to pay their required deposit immediately. If your client fails to do so the receiver explicitly reserves all rights and remedies against them.

Happy to chat next week if that would be helpful.

Thanks very much,

Ryan Shah
416.646.6356
Paliare Roland Rosenberg Rothstein LLP

From: Bobby Vakili <BVAKILI@VAKILILAW.COM>
Sent: November 6, 2025 5:59 PM
To: Ryan Shah <ryan.shah@paliareroland.com>
Cc: Ayoub Eftekharnejad <aeftekharnejad_ca@yahoo.ca>; Jeff Larry <Jeff.Larry@paliareroland.com>
Subject: [EXTERNAL] Offer for 2849, 2851, 2853, 2855 and 2857 Islington Ave, Toronto ON [IMAN-PRIMANAGE.FID407588]

Good afternoon:

I am counsel for 1604706 Ontario Inc. and your communication to Mr. Ayoub was forwarded to me.

My client is currently out of the country but please provide authority for your position regarding the original offer is still open for acceptance. I was not involved in the preparation of the original offer nor the more recent offer therefore I do not have all the facts yet.

Kind regards,

Bobby Vakili, B.A., J.D.
Barrister and Solicitor

VAKILI LAW GROUP PROFESSIONAL CORPORATION
200 - 7620 Yonge Street
Thornhill, ON.
L4J 1V9

Tel: 647-352-2245
Fax: 647-352-2246

www.vakililaw.com

We love to hear from our clients, please click on the link below to leave us a review.

Google Customer Reviews

CONFIDENTIAL:
This message is intended only for the use of the individual to which it is addressed and contains information that is confidential and may be protected by attorney-client privilege. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If this communication was received in error, please notify the sender by reply E-mail and delete the original message

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any use, disclosure, dissemination, distribution or copying of any portion of this message or any attachment is strictly prohibited.

Paliare Roland

Ryan Shah
Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

ryan.shah@paliareroland.com
T. 416.646.6356 / F. 416.646.4301

File # 102488

November 14, 2025

VIA EMAIL: bvakili@vakililaw.com

Bobby Vakili
Vakili Law Group Professional Corporation
200 - 7620 Yonge Street
Thornhill, ON L4J 1V9

Dear Mr. Vakili:

Re: Receivership of real property municipally known as 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Toronto Property") and 311 Conacher Drive, Kingston, Ontario (the "Kingston Property" and, together with the Toronto Property, the "Real Property")

As you know, we are counsel TDB Restructuring Limited in its capacity as receiver (the "**Receiver**") of the Real Property.

I write further to Jeffrey Larry's letter dated November 13, 2025 concerning 1604706 Ontario Inc. ("**160 Inc.**")'s offer to purchase the Toronto Property submitted to the Receiver on December 16, 2024 and signed back by the Receiver on November 13, 2025 (the "**Agreement**").

This letter required 160 Inc. to pay to Garfinkle Biderman LLP the deposit contemplated by the Agreement by 1:00 PM Toronto time on November 14, 2025, which 160 Inc. failed to do.

160 Inc.'s failure to pay the deposit is a breach of 160 Inc.'s obligations pursuant to art. 2.5 of the Agreement.

As a result of such default, your client has repudiated the Agreement and the Receiver elects to treat this Agreement as having been so repudiated by your client.

The Receiver reserves all rights and remedies against 160 Inc. in connection with the foregoing, including, without limitation, the right to commence an action against 160 Inc. for damages.

Paliare Roland

Yours very truly,
Paliare Roland Rosenberg Rothstein LLP



Ryan Shah
RS:RS

c: J. Larry
A. Brown
B. Tannenbaum
A. Dhanani

TAB 5

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	FRIDAY, THE 12TH
	)	
JUSTICE STEELE	)	DAY OF DECEMBER, 2025

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and –

CONACHER KINGSTON HOLDINGS INC. and **5004591 ONTARIO INC.**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by TDB Restructuring Limited in its capacity as the Court-appointed receiver (the "**Receiver**"), of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "**Kingston Property**") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**" and together with the Kingston Property, the "**Properties**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") dated September 26, 2024 between the Receiver and Arjun Anand in trust for a company to be formed (the "**Purchaser**") in respect of the Toronto Property and appended to the Fifth Report of the Receiver dated November 28, 2025 (the "**Fifth**

Report") and vesting in the Purchaser's designees the right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**") of 5004591 Ontario Inc. (the "**Debtor**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Receiver, the Third Report of the Receiver dated November 25, 2024, the First Supplement to the Third Report dated November 29, 2024, the Confidential Second Supplement to the Third Report dated December 3, 2024 and the Third Supplement to the Third Report dated December 7, 2024, the Fifth Report and the First Supplement to the Fifth Report dated December 4, 2025, and on hearing the submissions of counsel for the Receiver and the other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the Lawyer's Certificate of Service of Ryan Shah, dated December 1, 2025:

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

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"):

(a) all of the Debtor's right, title and interest in and to the lands and premises listed on Schedule B hereto (the "**467 Property**") shall vest absolutely in 1001079467 Ontario Inc. ("**467 Inc.**"), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Conway dated December 6, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D); and

(b) all of the Debtor's right, title and interest in and to the lands and premises listed on Schedule E hereto (the "**230 Property**") shall vest absolutely in 1001436230 Ontario Inc. ("**230 Inc.**"), free and clear of and from any and all

Claims including, without limiting the generality of the foregoing, the Encumbrances, and

for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Titles Division of Toronto of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter 467 Inc. as the owner of the 467 Property identified in Schedule B hereto in fee simple, and is hereby directed to:

(a) delete and expunge from title to the 467 Property all of the Claims listed in Schedule C hereto; and

(b) vest title to the 467 Property in 467 Inc. as herein provided, free and clear of, and without regard to, any relevant writs of executions that may have been filed with the Sheriff as against each and every registered owner of the 467 Property, either before or after the date of this Order.

4. THIS COURT ORDERS that upon the registration in the Land Titles Division of Toronto of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter 230 Inc. as the owner of the 230 Property identified in Schedule E hereto in fee simple, and is hereby directed to:

(a) delete and expunge from title to the 230 Property all of the Claims listed in Schedule C hereto; and

(b) vest title to the 230 Property in 230 Inc. as herein provided, free and clear of, and without regard to, any relevant writs of executions that may have been filed with the Sheriff as against each and every registered owner of the 230 Property, either before or after the date of this Order.

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

6. THIS COURT AUTHORIZES AND DIRECTS the Receiver to distribute the net proceeds from the sale of the Purchased Assets in accordance with the Toronto Distribution (as defined and described in the Fifth Report).

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

8. THIS COURT ORDERS that, notwithstanding:

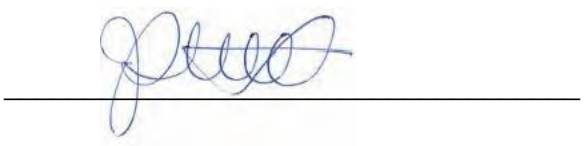
(a) the pendency of these proceedings;

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

(c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in 467 Inc. and 230 Inc., as the case may be, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver 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.



Schedule A – Form of Receiver's Certificate

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and –

CONACHER KINGSTON HOLDINGS INC. and **5004591 ONTARIO INC.**

Respondents

RECEIVER'S CERTIFICATE

RECITALS

(a) Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the "**Court**") dated December 6, 2023 (and effective December 22, 2023), TDB Restructuring Limited was appointed as the receiver (the "**Receiver**") of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "**Kingston Property**") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**" and together with the Kingston Property, the "**Properties**").

(b) Pursuant to an Order of the Court dated December 12, 2025, the Court approved the agreement of purchase and sale dated September 26, 2024 (the "**Sale Agreement**") between the Receiver and Arjun Anand in trust for a company to be formed (the "**Purchaser**") and provided for the vesting in 1001079467 Ontario Inc. and 1001436230 Ontario Inc. (as the case may be) of 5004591 Ontario Inc.'s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

TDB Restructuring Limited, in its capacity as Receiver of the Properties, and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – 467 Properties

PIN No. 10306-0064 (LT) – 2849 Islington Avenue

Part Lot 22 Concession 6 WYS Township of York as in NY735134; Toronto (N York), City of Toronto

PIN No. 10306-0035 (LT) – 2857 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379983; Toronto (N York), City of Toronto

PIN No. 10306-0033 (LT) – 2853 Islington Avenue

Part Lot 1 Plan 9059 North York as in TB221318; Toronto (N York), City of Toronto

Schedule C – Claims to be deleted and expunged from title to Toronto Property

Reg. Num.	Date	Instrument Type	Parties To
AT5125306	May 1, 2019	TRANSFER	5004591 ONTARIO INC.
AT5323017	December 18, 2019	CHARGE	CAMERON STEPHENS MORTGAGE CAPITAL LTD.
AT5323018	December 18, 2019	NO ASSGN RENT GEN	CAMERON STEPHENS MORTGAGE CAPITAL LTD.
AT6455828	December 7, 2023	NOTICE	
AT6591119	June 11, 2024	APL COURT ORDER	RSM CANADA LIMITED
AT6591123	June 11, 2024	APL AMEND ORDE	RSM CANADA LIMITED

Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to the Toronto Property

(unaffected by the Vesting Order)

Reg. Num.	Date	Instrument Type	Parties To
NY524794	November 21, 1967	Agreement	The Corporation of the Borough of North York
NY579166	July 20, 1970	By-law exempting Part Lot	
NY593705	May 12, 1971	Agreement	The Borough of North York
NY608306	December 29, 1971	Agreement	The Corporation of the Borough of North York
NY620929	July 28, 1972	Municipal By-law	
NY632269	January 29, 1973	Notice of Airport Zoning Regulations	Department of Transportation
TB379984	December 29, 1986	Statutory Declaration of Anthony Dilena	
TR57844	March 27, 2000	Notice	Her Majesty the Queen in Right of the Department of Transport Canada
AT4601553	June 19, 2017	Section 37 Agreement	City of Toronto
AT4601554	June 19, 2017	Rental Housing Agreement	City of Toronto
AT4601555	June 19, 2017	Restriction preventing any Transfer or Charge of the lands or any part thereof without the prior written consent of the Chief Planner, of	

		the City of Toronto	
AT4867240	May 18, 2018	Site Plan Agreement	City of Toronto

Schedule E – 230 Properties

PIN No. 10306-0034 (LT) - 2855 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379984; Toronto (N York), City of Toronto

PIN No. 10306-0032 (LT) - 2851 Islington Avenue

Part Lot 1 Plan 9059 North York as in TR92058; Toronto (N York), City of Toronto

CAMERON STEPHENS MORTGAGE CAPITAL LTD. **Applicant**	-and-	CONACHER KINGSTON HOLDINGS INC. et al. **Respondents**

Court File No.:CV-23-00701672-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

APPROVAL AND VESTING ORDER

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West, 35th Floor
Toronto, ON M5V 3H1
Fax: (416) 646-4301

Jeffrey Larry (LSO#44608D)
Tel: 416.646.4330
Email: jeff.larry@paliareroland.com

Ryan Shah (LSO# 88250C)
Tel: 416.646.6356
Email: ryan.shah@paliareroland.com

Lawyers for the Receiver,
TDB Restructuring Limited

TAB 6

Court File No CV-23-00701672-00CL
ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

CONACHER KINGSTON HOLDINGS INC. and
5004591 ONTARIO INC.

Respondents

Cross-Examination of
Simion Kronenfeld, Deponent
taken upon affirmation this
18th day of August, 2026,
via videoconference hosted by the offices of
VERITEXT NIMIGAN

APPEARANCES:

For Receiver: TDB Restructuring Limited
Ryan Shah and Arif Dhanani
Paliare Roland Rosenberg Rothstein LLP

For Deponent AJGL Inc., 1001079582 Inc.
Dale Denis
Denis Litigation

For 1604706 Ontario Inc. and Andy Bakhtiari
Maurice Neirinck

Also present: Isabella Harris, Articling Student
with Paliare Roland Rosenberg
Rothstein LLP
Bryan A. Tannenbaum, Insolvency Trustee,
Representative of Trustee

INDEX

Page

Examination of Simion Kronenfeld, affirmed 4

Examination by Mr. Ryan Shah 4

EXHIBITS

EXHIBIT 1: Affidavit sworn by Mr. Kronenfeld on July 17th, 2026. 9

EXHIBIT 2: Affidavit sworn by Mr. Kronenfeld on October 8th, 2024. 10

EXHIBIT 3: First report of the Receiver. 13

EXHIBIT 4: Affidavit sworn by Mario Kalemi on July 19th, 2024. 15

EXHIBIT 5: Justice Cavenaugh Order. 20

EXHIBIT 6: Sixth Report of Receiver. 21

EXHIBIT 7: Affidavit sworn by Mr. Kronenfeld on December 3rd, 2024. 30

GUIDE TO UNDERTAKINGS

This should be regarded as merely a guide and does not necessarily constitute a full and complete list.

UNDERTAKINGS (U/T) ARE FOUND ON THE FOLLOWING PAGES: 27.

Under advisements (U/A) are found on the following pages:

26, 27, 28.

Refusals (R/F) are found on the following pages:

n/a

Upon commencing at 10:15 a.m.

EXAMINATION BY MR. RYAN SHAH.

BY MR. SHAH:

1 Q. Good morning, Mr. Kronenfeld. If you could please state your full name for the record?

A. Simion Kronenfeld.

2 Q. I'm going to pull up the Affidavit that you swore in this matter. Please let me know if -- apologies. Actually, I'll just -- can we go off the record?

MR. DENIS: Yes.

(OFF RECORD)

BY MR. SHAH:

3 Q. Mr. Kronenfeld, are you able to see that?

A. Yes, I do.

4 Q. Okay. And is this the Affidavit that you swore in this matter on this, confirm the date, on July 17th, 2026; is that correct?

A. Correct.

5 Q. And you swore that this Affidavit is true to the best of your knowledge; is that right?

A. Yes.

6 Q. And you describe yourself here as a director of 1001079582 Ontario Inc.; is that correct?

A. I don't have any problem with the full Ontario Inc. number, I believe so, yes.

7 Q. I'm sorry, just to confirm, your evidence there was, I think I had a bit of trouble hearing what you said. Your evidence was you're not sure of the exact number, but the number that appears there at Paragraph 1 of your Affidavit, you believe that's the corporation you're a director of?

A. Yes.

8 Q. And you're also a director of a company called AJGL Group Inc., right?

A. Correct.

9 Q. And so this corporation that's described here in Paragraph 1, just for simplicity, I'm going to refer to that as 100 Inc. in the same way you have in Paragraph 1 of your Affidavit. So, is it true that you were a director of 100 Inc. during the period December 2023 to July 2026?

A. Yes.

10 Q. And during this period, would you agree with me that you were aware of all decisions made and authorized by the Board of Directors of 100

Inc.?

A. Yes.

Q. And Paul Rooney was retained as counsel for 100 Inc. in connection with its offers to purchase 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario from the Receiver, right?

A. Yes.

Q. And during that period, Mr. Rooney was authorized to make representations on behalf of 100 Inc. in connection with its offers to purchase those properties, right?

MR. DENIS: Well, hang on. When you say, "make representations on behalf of," I think you need to be specific about what you're referring to as a reputation -- as a representation. And what do you mean by 'representation'? Do you mean a contractual representation? Do you mean -- it's a bit of a broad and unfair question. Could you please be more specific, counsel?

BY MR. SHAH:

Q. Mr. Kronenfeld, would you agree with me that during the time period I described earlier, Mr. Rooney was authorized to make offers to purchase the aforementioned properties from the

Receiver on behalf of 100 Inc.?

A. We put an offer, correct.

MR. DENIS: So, counsel, he delivered -- just so, just because there's layman's terms and there's -- so Mr. Rooney delivered the offers, which are referred to in the Affidavit, by sending them via email or -- but yes, the offers were sent via Mr. Rooney. We don't dispute that.

BY MR. SHAH:

14 Q. Thank you. At Paragraph 1 of your Affidavit displayed on the screen, Mr. Kronenfeld, you described yourself as instrumental in the assembly of the five properties, the ones I just mentioned. I'll just refer to them as the Toronto property for ease of reference. When you say you were instrumental in the assembly of the Toronto properties, does that mean that you were involved in their acquisition and development by 5004591 Ontario Inc.?

A. Prior to that, as well.

15 Q. Sorry, can you repeat that? I don't --

A. So prior to that it really was owned by a few multiple corporations. So from day one, the assembly was done by me, prior to five

other things, as well.

16 Q. I understand. And when you say 'day one,' what date are you referring to?

A. Many years back. I don't remember exactly the date, but it would be approximately ten years.

17 Q. Approximately ten years ago. So you have been involved with this property, the Toronto property, for about ten years since, let's say, approximately 2016?

A. Yes.

18 Q. You referred to the 5004591 Ontario Inc. property as 500 Inc., so I'm just going to refer to that company as 500 Inc., as well. Were you previously --

A. Do you think 500 Inc. is the one that the Receiver was selling under, I guess, the Power of Sale?

19 Q. Yes.

A. Just to clarify that, because I don't have it in front of me.

MR. DENIS: Yeah. 500 Inc., that's correct. Simion and 500 Inc. was the borrower, as well.

THE WITNESS: Okay.

BY MR. SHAH:

20 Q. And that means you were, you were a director of 500 Inc., right?

A. I was not a director of 500 Inc.

21 Q. What was your relationship to 500 Inc.?

A. My relationship was that, originally when I assembled the property, and was purchased and then moved to multiple owners, and the arrangement was when 500 Inc. purchases it, that I had a percentage in the deal, a verbal agreement, and was not in writing.

22 Q. So I'm just going to pull up your Affidavit. Actually, before I do that, can I please have the Affidavit of Mr. Kronenfeld affirmed on July 17th, 2026, marked as the first Exhibit? Is that agreeable, Mr. Denis?

MR. DENIS: Oh, of course. Yes. I'm sorry, Ryan. Yes, of course.

EXHIBIT 1: Affidavit sworn by Mr. Kronenfeld on July 17th, 2026.

BY MR. SHAH:

23 Q. No, no. No, no worries. Thank you. So I'm now going to flip to a document, I'm showing it on the screen. It's an Affidavit sworn

by yourself, Mr. Kronenfeld, on October 8th, 2024. Are you familiar with this document?

A. Yes.

24 Q. Can I please have this document marked as the 2nd exhibit, please?

MR. DENIS: Yes. Ryan, if you're going to ask questions about this one, you'll need to give him time to read it. It's not something that we spent time on, so he'll need time to read it.

EXHIBIT 2: Affidavit sworn by Mr. Kronenfeld on October 8th, 2024.

BY MR. SHAH:

25 Q. Certainly, certainly. So is it fair to say and, again, take your time, Mr. Kronenfeld, is it fair to say that this Affidavit describes AJGL's interest in and involvement in the Toronto property?

A. Yes.

26 Q. And, of course, you were a director of AJGL, so through your involvement with AJGL, you were involved in the development of the Toronto property, correct?

A. Yes.

27 Q. I'm just going to direct you to

Paragraph 9, where you described how in early 2019, an individual named Kyriacopoulos and you were close friends, and that you entered into an oral agreement regarding the ownership and development of the Toronto Lands, which are the Toronto property that we're talking about; is that correct?

A. Yes.

28 Q. You then, at Paragraph 9, describe a form of agreement between you and this individual, Nick Kyriacopoulos, through which 500 Inc. would take title to the Toronto Lands, subject to the terms of an agreement between you and this individual, Nick; is that correct?

A. Yes.

29 Q. And is it fair to say that you viewed yourself in 2019 as the founder and majority owner of the venture to develop the Toronto property?

MR. DENIS: Well, he sets out the history, and he has already answered that. He's the founder in terms of the person who acquired these properties and assembled them, and the different APS in the record established that, right? Like, we've given the entire chronology, Ryan, of each Agreement of Purchase and Sale for each specific property, and

it has the date that they closed. So I don't think it's in dispute, and he's already answered that he was the person who assembled these properties and, obviously, had an interest and continued to have an interest.

BY MR. SHAH:

30 Q. Mr. Kronenfeld, is it fair to say that at the time of this agreement in early 2019 that you understood that you controlled the Toronto property?

A. I didn't hear you. You were covering up.

31 Q. Is it fair to say, Mr. Kronenfeld, that at the time of this agreement in early 2019, that you understood that you controlled the Toronto property?

A. Yes.

32 Q. And is it fair to say, that in December 2023, you still understood that you controlled the Toronto property?

A. I believe so. I'm not sure of the date.

33 Q. And so, I'm just going to pull up a document here. So this is the Receiver's TDB Restructuring Inc.'s first report to Court in this

matter. Mr. Kronenfeld, are you familiar with this document?

A. I'm not sure. I don't remember it.

34 Q. Can I mark this as the next exhibit, Mr. Denis?

MR. DENIS: Yes.

EXHIBIT 3: First report of the Receiver.

BY MR. SHAH:

35 Q. So I'll direct you, Mr. Kronenfeld, to Exhibit A, this document, which is an order of Justice Conway appointing TDB Restructuring as -- or the predecessor company, the TDB Restructuring as Receiver of both the Toronto property, as well as another group of parcels of land in Kingston, Ontario. Would you agree with me that at the time of the Receiver's appointment in December 2023, you were aware that the Receiver was so appointed?

A. I was aware that he was appointed to sell Kingston, yes.

36 Q. But you were also aware that the Receiver was appointed over the Toronto property, as well, right?

A. I was aware that the Toronto

property was a security for the Kingston property. But I was aware of an understanding that the Kingston property was to be for sale, and Islington to be the security.

37 Q. Okay. But just to confirm, my question was not about whether it would be security or whether it would be for sale. My question is: Were you aware in December 2023 that the Receiver was appointed in respect of the Toronto property; yes or no?

MR. DENIS: He has already answered that. He said, "Yes." Simion just gave me a chance to say -- but yes, he's already answered that, Ryan.

BY MR. SHAH:

38 Q. So I'm next going to pull up the Affidavit of Mario Kalemi. Are you able to see that, Mr. Kronenfeld?

A. Yes.

39 Q. Are you familiar with this document?

A. I don't remember it.

40 Q. Yes, I'm going to put to you, Mr. Kronenfeld, that you caused this Affidavit to be filed in this proceeding to oppose the Receiver's sale of the Toronto property in and around

July 2024. Does that jog your memory; is that correct?

MR. DENIS: I don't think it's, I don't think it's disputed that it was filed by myself in response to whatever the issue was at the time in this receivership. What's the date of that, Ryan?

MR. SHAH: The date is July 19th, 2024.

MR. DENIS: I'm probably the person who's -- who had it sworn?

MR. SHAH: Dean Christopher Ip.

MR. DENIS: Yeah, yeah. Okay. Keep going, please.

MR. SHAH: Can I mark this as the next exhibit, please?

MR. DENIS: That's fine. What number is that?

MR. SHAH: I believe that would be number 4.

EXHIBIT 4: Affidavit sworn by Mario Kalemi on July 19th, 2024.

MR. DENIS: Okay.

BY MR. SHAH:

41 Q. In July 2024, Mr. Kronenfeld, I'm

going to put to you that you were aware that the Receiver entered an Agreement of Purchase and Sale for the sale of the Toronto property; is that correct?

MR. DENIS: In July of 2024, what's the agreement, Ryan? Can you put the agreement to him?

BY MR. SHAH:

42 Q. Absolutely. So I'm going to pull the First Report of the Receiver up and, in particular, take you to Exhibit D of this document.

MR. DENIS: So when was this first report -- okay, so Exhibit D, Lakeshore Luxe, and when was the first report filed with the Court?

MR. SHAH: The first, the first report is dated July 16th, 2024.

MR. DENIS: Okay. And when was it filed with the Court?

MR. SHAH: Well, I would just look at that momentarily. I believe it was filed with the Court on July 18th, 2024.

MR. DENIS: And was that when Luxe had defaulted, or was that --

MR. SHAH: That was when this report was filed in support of a Motion for an Approval and

Vesting Order in respect of the Lakeshore Luxe transaction.

MR. DENIS: Okay. I don't even recall, but I'd have to pull my file to see when it was filed and what it was filed in connection with. But, you know, go ahead.

BY MR. SHAH:

43 Q. So, Mr. Kronenfeld, are you able to see on the screen what appears to be an Agreement of Purchase and Sale?

A. Yes.

44 Q. Are you familiar with this document?

A. I don't remember exactly.

45 Q. Okay. So just -- and just for the record, that was the document I was showing Mr. Kronenfeld, is Exhibit -- Appendix D to the first report of the Receiver in this matter. I'm going to turn back, Mr. Kronenfeld, to the Affidavit of Mario Kalemi, dated July 19th, 2024. You had worked with Mr. Kalemi in connection with the Toronto property; is that correct?

A. I believe so.

46 Q. Mr. Denis stated that you -- rather, that he had filed this Affidavit, and I'm

going to put to you that the reason this Affidavit was filed, or the reason that you arranged for this affidavit to be filed, was because you opposed the Receiver's motion for an approval of that Lakeshore Luxe Agreement to Purchase and Sale that I just referred you to; is that correct?

A. I do not remember the details, but this is saying that in the documents.

47 Q. So turning back to Appendix D to the first report of the Receiver, to your recollection, would you have reviewed this document in July 2024?

A. Possible.

48 Q. You said it's possible?

A. Possible, right.

49 Q. And I guess, just to kind of confirm what you were thinking at the time in July 2024, you didn't want the Toronto property to be sold by the Receiver, right?

A. Yes.

50 Q. So it's fair to say that you objected, then, to the Receiver taking any steps to sell the property until the Conacher properties had been sold, right?

A. Yeah. Possible.

51 Q. And --

MR. DENIS: Sorry, Ryan. Just a second. So when you say 'objected,' as I said earlier, we'd have to look and see what was filed in connection with what relief. Because I know this, I remember Luxe didn't proceed, and we'd have to see the relief that we asked for at the time. I mean, it's all set out in the endorsements of the Court. So when the witness says 'it's possible,' he's obviously guessing. So in terms of, you know, what the position was, we'd have to look at the Court file and see what the position was at the time, which, in part, would be reflected in the Court's endorsements.

BY MR. SHAH:

52 Q. I'm going to pull up a further document. This is an approval and vesting order made by Justice Cavenaugh on July 24th, which approved that agreement that I was just showing the witness between the Receiver and Lakeshore Luxe in respect of the Toronto property. Are you familiar with this document, Mr. Kronenfeld?

A. Like I say, I believe so, all this. So let's to be clear that, I mean, I go through a lot of documents and a lot of paperwork,

so if I tell you that I do not remember, I'm not sure because I don't remember everything, right?

53 Q. Are you aware that the Court approved the Receiver's sale of the Toronto property to this Lakeshore Luxe entity on July 24th, 2024?

A. I do not remember.

54 Q. Can I have this Order of the Court marked as the next exhibit, please?

MR. DENIS: Yes.

EXHIBIT 5: Justice Cavenaugh Order.

BY MR. SHAH:

55 Q. I'm going to turn back to the Affidavit that you swore in October 2024, Mr. Kronenfeld. I'm going to take you, in particular, to Paragraph 22. Here at the second sentence, you say, "The current proposed sale of the Toronto Lands and circumstances where Cameron Stephens is also paid out in full from the sale of the Kingston Lands, is contrary to my understanding of the terms of the agreement with the lender, Cameron Stephens, as set out in the commitment," which is a term that's defined in your Affidavit. I'm going to just pause for a moment because I'm going to take you to another document, which is what I understand you're referring to as the, quote, "current proposed sale

of the Toronto Lands," and I just want you to confirm for me that my understanding is correct on that point?

MR. DENIS: So, Ryan, just tell us what you're scrolling through again?

MR. SHAH: So this is the 6th report of the Receiver.

EXHIBIT 6: Sixth Report of Receiver.

MR. DENIS: Okay.

MR. SHAH: So I am at page 172 of your July 17th, 2024 -- apologies, July 17th, 2026 Affidavit, Mr. Kronenfeld, which is, in fact, Appendix F to the second report of the Receiver, dated September 26th, 2024, which is included in your Affidavit. But in any event, that is Page 100 and PDF, Page 172, of your Affidavit, so on July 17th, 2026. And so --

MR. DENIS: I'm sorry, Ryan. Just give me a second. Sorry, sorry. Just give me a sec. What exhibit is it to, to Simion's Affidavit? This is exhibit number, is it 12? No?

MR. SHAH: It appears to be part of Exhibit number 2 of Mr. Kronenfeld's Affidavit.

MR. DENIS: One sec. Yes, it's Exhibit 2, which is the APS with the Toronto

purchaser. Is that what you have up on the screen?

MR. SHAH: So Exhibit No. 2 is, I guess, the Motion Record of the Receiver, dated November 25th, 2024. And included in that, is a copy of the, what we call 'the Toronto APS.' And that is Page 172 of the PDF of Mr. Kronenfeld's July 17th, 2026 Affidavit.

MR. DENIS: Okay. So the page at the top right is 131. Okay. Yes.

MR. SHAH: The page at the top right is 131, but I believe that's referring to the pagination of the Motion Record that's appended here. And the PDF, on my PDF of Mr. Kronenfeld's Affidavit is Page 172.

MR. DENIS: Okay. Just one sec. Okay. Go ahead, please.

BY MR. SHAH:

56 Q. Thank you. So, Mr. Kronenfeld, are you familiar with this document?

MR. DENIS: This is appendix F of the Receiver's 6th Report, right?

MR. SHAH: No, I do not believe so. The version we are looking at right now is Appendix F to the Receiver's 3rd Report, I believe.

THE WITNESS: And this was from when,

November?
BY MR. SHAH:
57 Q. So this is a document included in your Affidavit of July of this year, but it's appended to a report which is dated --
A. Okay. So what is the question?
58 Q. Which is dated November 25th, 2024. My question is, Mr. Kronenfeld: Are you familiar with this document being an Agreement of Purchase and Sale between TDB Restructuring Limited and Arjun Anand?
A. So I've seen this, the Toronto purchaser agreement when the Receiver, you know, asked for the approval in the Courts, and I was at the time concerned that the property will not get the right price. That's the time I believe I understood this agreement, yeah.
59 Q. Okay. And you see that the date is September 26th, 2024, right?
A. Yeah. I'm seeing it, yeah.
60 Q. And so, I'm just going to take you back to your Affidavit at Paragraph 22, your Affidavit of October 8th, 2024. You see here at Paragraph 22 that you say in the second sentence, "The current proposed sale of the Toronto Lands in

circumstances where Cameron Stephens is also paid out in full from the sale of the Kingston Lands, is contrary to my understanding of the terms of the agreement with the lender, Cameron Stephens, as set out in the commitment." I'm going to put to you that when you say, "The current proposed sale of the Toronto Lands," you are describing the Agreement of Purchase and Sale that I just showed you, being between TDB Restructuring Limited and Arjun Anand, dated September 24th, 2026 --

MR. DENIS: Well, hang on. The --

BY MR. SHAH:

61 Q. Of September 24, 2024?

MR. DENIS: Sorry. Exhibit 2 of Mr. Kronenfeld's Affidavit attaches the Receiver's, go to Exhibit 2, Motion Record. So that Motion Record -- so Exhibit 2 attaches the Motion Record of the Receiver, which is dated November 25th, 2024. And the document that you have up, which is PDF Page 172 of Mr. Kronenfeld's Affidavit, is at the very end of that Motion Record as Appendix F. So, in his Affidavit, the provenance is traced to the Receiver's Motion Record of November 25th, 2024 at PDF, Page 43, of Mr. Kronenfeld's Affidavit.

MR. SHAH: Is that, is that a refusal

of the question?

MR. DENIS: No, I'm just trying to make sure I understand the question. So --

MR. SHAH: So the question -- so, so, the, the -- I appreciate that the Motion Record is dated November 2024, but the Agreement of Purchase and Sale is dated September 2024, and Mr. Kronenfeld's Affidavit of October 8th, 2024, of course, post-dates that Agreement of Purchase and Sale at Paragraph 18 -- apologies, Paragraph 22 of Mr. Kronenfeld's October 8th, 2024 Affidavit, he refers to the current proposed sale. And so, when he says that, "I am seeking confirmation that the reference to the current proposed sale is that September 20th, 2020" -- apologies, "September 2024 Agreement of Purchase and Sale." That, of course, predates Mr. Kronenfeld's Affidavit. And so, I guess --

MR. DENIS: Well, when was that September -- well, when was the September 24th APS put in the public record?

MR. SHAH: Well, it was served in that, in that Motion Record in -- it was served in that Motion Record in November 2024, but I'm exploring with Mr. Kronenfeld if he was aware of it

prior to that date?

MR. DENIS: Okay. So yeah, I just didn't want the witness being confused. So in his Affidavit of Exhibit 2, it attaches the November 25th, 2024 Motion Record of the Receiver, which includes, at the very end, the APS with the Toronto purchaser. So, and Ryan, you haven't pointed to any prior public record where the APS with the Toronto purchaser is filed; is that correct?

MR. SHAH: That's correct. And I'm putting to Mr. Kronenfeld that the -- his reference to a current proposed sale is a reference to that agreement. And if his answer is that's not what he's referring to, then that's fine. But given that there's a reference to a current proposed sale in an Affidavit dated October 8th, 2024, I believe this is a fair question.

U/A MR. DENIS: We'd have to take it under advisement what that current proposed sale was. And it's just what's in the public record, we can tell you that. And the witness can disagree, but it's, this is based on the public record.

BY MR. SHAH:

62 Q. So, sorry, just for clarity. So

in terms -- so my question is, just to make sure the record's clear, my question is: Mr. Kronenfeld, please advise whether the current proposed sale of the Toronto Lands referred to in your October 8th, 2024 Affidavit is the same documents as the September 2026 -- September 26th, 2024 Agreement of Purchase and Sale between TDB Restructuring Limited and Arjun Anand? And your response is to take that question under advisement?

U/A MR. DENIS: Yes.

THE WITNESS: At this point --

MR. DENIS: Sorry, Simion, what did you say?

THE WITNESS: At this point, it completely confused me, so I don't even understand the question and the direction.

U/A MR. DENIS: And Ryan, I don't know if current offer refers to a document or information about a current offer, so we'll take it under advisement. Would you mind sending that to me in writing? I'm not going to order this transcript.

U/T MR. SHAH: Absolutely. I can send that to you in writing.

MR. DENIS: Thank you.

MR. SHAH: And then, to the extent

that it is, to the extent the document is not the Toronto APS, the September 26th, 2024 Agreement of Purchase and Sale between TDB Restructuring Limited and Arjun Anand, then I'd like an undertaking to identify what the current proposed sale of the Toronto Lands described in Mr. Kronenfeld's October 8th 2024 Affidavit is?

MR. DENIS: Yeah. That's the under advisement, right? You just repeated it and, yeah, we'll take that under advisement.

MR. SHAH: Well, no. No, sorry. The under advisement is to identify whether or not it is the, whether or not the current proposed sale is the Toronto APS, and now -- and then I've subsequently requested an undertaking to, if not, identify what, what the current proposed sale is referring to?

U/A MR. DENIS: Yeah, we'll take that under advisement, as well. We have to look, we have to look at the public record.

BY MR. SHAH:

63 Q. So I'm going to take you, Mr. Kronenfeld, back to your Affidavit of July 16th, 2026 and, in particular, the top of Exhibit 2, which on my PDF page, pagination is Page 43. And I'm just going to flip to the Notice of Motion in that

document, which you can see is a Motion on behalf of the Receiver or, among other things, approval of a sale transaction of the Toronto property between the Receiver and Mr. Anand. Do you agree with me that you received and reviewed this document in -- on November 25th, 2024?

MR. DENIS: Whenever it was filed, yeah. Whenever it was filed, Ryan, shortly after. And you could answer that. That's not in dispute. I'm not -- Simion, go ahead, answer.

THE WITNESS: Ask the question again.

BY MR. SHAH:

64 Q. Would you agree with me that you received and reviewed this document on November 25th, 2024?

A. I'm not sure of the time, but I believe I reviewed it, yeah.

65 Q. And so, on or about November 25th, 2024, you understood that the Receiver was seeking approval of, from the Court, of a sale transaction in respect of the Toronto property, right?

A. I do not remember exactly the date, but I believe so, yeah.

66 Q. And you understood that this

transaction contemplated the sale to an individual named Arjun Anand, right?

A. Again, I'm not sure of the names, but I don't remember.

MR. DENIS: So if you go to Page 173, we don't dispute that the proposed purchaser is as stated at Page 173, the name you just said, Ryan, it's not in dispute, if that helps.

67 Q. Mr. Kronenfeld, I'm next going to take you to an Affidavit that you swore in this matter on December 3rd, 2024. Are you familiar with this document?

MR. DENIS: We haven't looked at it recently, Ryan, because -- well, I think the issues are a little different, but please ask your questions. You'll just need to give him a bit of time to review the paragraphs you're referring to.

MR. SHAH: Absolutely. Can I please mark this as the next exhibit, please?

MR. DENIS: Yes.

EXHIBIT 7: Affidavit sworn by Mr. Kronenfeld on December 3rd, 2024.

BY MR. SHAH:

68 Q. Mr. Kronenfeld, is it fair to say that you swore this Affidavit in response to the

Receiver's Motion for approval of the sale of the Toronto Lands to Mr. Anand?

A. Yes.

69 Q. And you'll see here at Paragraph 14 that you describe an Offer to Purchase the Toronto property for $3 million in cash, and you attach a copy of that Offer as Exhibit 1 to your Affidavit; is that correct?

A. I don't see the offer here, but I remember that, yes.

70 Q. I'll flip to it. So here's Exhibit 1 to your Affidavit of December 3rd, 2024. You'll see it includes an email from Mr. Paul -- or apologies, a letter from Mr. Paul Rooney, and a copy of an Agreement of Purchase and Sale dated December 4th, 2024. So you would agree with me that Mr. Rooney sent this to the Receiver on or about December 3rd, 2024; is that correct?

A. I believe so. Go to my signature for a second. I'm sure I read it, yeah. I approved it, I signed it.

71 Q. Sure. I'll scroll down to your signature.

A. That's my signature. Can you go to. I'll tell you what, I will pick the next --

72 Q. And just for the record, we're looking at Page 48 of the PDF document of Mr. Kronenfeld's December 3rd, 2024 Affidavit.

A. And my signature. You can go to Page 7 on my Offer? That's mine. And one more question there, on Page 36?

73 Q. It doesn't appear there is a Page 36; it ends on Page 33.

MR. DENIS: Let's see. What's the last schedule?

(DISCUSSION OFF RECORD)

MR. DENIS: So, Ryan, for ease of reference, this is Exhibit 4 to Mr. Kronenfeld Affidavit filed on this Motion.

MR. SHAH: Yes.

MR. DENIS: So it's the first offer submitted by 100 Inc..

THE WITNESS: Okay.

MR. SHAH: Yes. And so, just to confirm, my question is just that if Mr. Kronenfeld can confirm that this Exhibit 1 to his Affidavit of December 3rd, 2024 was an Offer submitted by Mr. Rooney on 100 Inc.'s behalf?

MR. DENIS: Well, it was submitted by Mr. Rooney. Mr. Rooney? Yeah, Mr. Rooney delivered

it on behalf of 100 Inc.'s behalf, yes.

THE WITNESS: Yeah. I just wanted to clarify that, that first offer, yeah.

BY MR. SHAH:

74 Q. And you, Mr. Kronenfeld, reviewed this Agreement to Purchase and Sale before it was sent to the Receiver, right?

A. Yes.

75 Q. And am I right that, to your knowledge, this agreement to Purchase and Sale was created by amending a copy of the Toronto APS that was agreed with Arjun Anand, right?

A. No. I do not know.

MR. DENIS: Do you want to rephrase the question? Maybe it's a language thing, and I'm happy if you want to put some of the non-contentious stuff to me, but --

BY MR. SHAH:

76 Q. Sure, I'll rephrase the question and then if there's an issue, I'll go to the, the other language that I was so inclined -- so, Mr. Kronenfeld, the question is: This document, the Agreement to Purchase and Sale submitted by 100 Inc. on December 3rd, 2024 and the document dated December 4th, 2024, Page 19 to your Affidavit of

December 3rd, 2024, is your understanding that the way this document was created was by taking a copy of the Toronto APS and then amending it; is that correct?

A. So I have used this Offer with my lawyer as a template and specifically removed on Page 6 and 7. The section was removed, as my Offer did not have the Schedule D, and was removed because I did not participated in the process of the Receiver and I did not agree with, with certain --

77 Q. So did you --

MR. DENIS: Let him finish, please.

THE WITNESS: So I did not agree with certain schedule, and I read it through and asked my lawyer to specifically amend certain sections and schedules and submitted the offer.

BY MR. SHAH:

78 Q. So your evidence, then, is that to create this document, you worked with your lawyer to review what we've called the Toronto APS with Arjun Anand and removed certain parts of the document; is that correct?

MR. DENIS: He's already answered your question. It's amend -- because there isn't just removal, you can just compare the language.

BY MR. SHAH:

79 Q. And so, at the time that you and your lawyer created this document, Mr. Kronenfeld, you had reviewed Schedule D to the Toronto purchasers APS; is that correct?

A. I don't remember exact dates but possible.

80 Q. And the reason you say it's possible is because --

MR. DENIS: Sorry, sorry. Can I just -- would you mind showing him the Schedule D?

MR. SHAH: Absolutely.

MR. DENIS: So we're looking at a record, yeah, go ahead Ryan, just say what we're looking at here?

BY MR. SHAH:

81 Q. Yeah. For the record, we are looking at Page 207 of Mr. Kronenfeld's July 17th, 2026 Affidavit, PDF Page 207.

MR. DENIS: And it's Mr. Kronenfeld's exhibit number?

MR. SHAH: It's part of Mr. Kronenfeld's Exhibit number 2.

MR. DENIS: Right, at the end of Exhibit 2.

BY MR. SHAH:

82 Q. And so, just to assist you, Mr. Kronenfeld, the question was: In connection with your creation and preparation of the first offer by 100 Inc. to purchase the Toronto property, you would have reviewed this document; is that correct?

A. Possible, yes.

83 Q. And then my question in response to you saying it's possible is: Am I right in saying the reason you say it's possible is because, to your recollection, you and your lawyer reviewed and amended this Toronto APS in preparing 100 Inc.'s first offer, that's the reason you say it's possible, right?

A. Yes.

THE REPORTER: Excuse me. There is someone who has shown up, Bryan Tanenbaum.

MR. SHAH: That is a, one of the representatives of the Receiver, so he could please be let in. That would be great. Thank you.

THE WITNESS: So just to go back to this paragraph and clarification, that on that agreement, yes, I reviewed and that's why Schedule D was completely removed from the pages that I reviewed and/or deleted on my Offer. You can bring

it down. I think it was a few pages, it was 166, keep scrolling. Is there another page? Yeah, I believe 66 and 67.

MR. DENIS: Just keep going, Ryan, to the end of it.

THE WITNESS: Yeah.

BY MR. SHAH:

84 Q. Can you repeat what you just said? I don't believe the record would have picked that up.

A. I think those pages, that I think the order that you have are from, look at page, for you it would be 166, I believe, though my numbers are different. So from this, from Schedule A from Page 166 all the way down to Exhibit A, all those pages.

MR. DENIS: Ryan, it's Schedule A, it's Schedule A. You have to go up, Ryan.

THE WITNESS: All the way down to Schedule A.

MR. DENIS: Yeah, yeah. Schedule A.

BY MR. SHAH:

85 Q. For the record, Mr. Kronenfeld was just referring to PDF Page 207 of his July 17th, 2026 Affidavit through PDF Page 213. So, Mr.

Kronenfeld, your evidence is that you and your lawyer reviewed these pages in connection with preparing the Offer that was submitted on December 3rd, 2023. I'm going to put to you that it was your understanding that this Toronto APS, dated September 26th, 2024, was in the form of a standard template prepared by the Receiver. Would you agree with me that that was your understanding?

A. I would not agree with that. That's why we modified it.

86 Q. So I understand that, I understand that you modified it, but my question was not about your offer. My question was about this document, September 26th, 2024 Agreement to Purchase and Sale between the Receiver and Arjun Anand, and my question was: At the time that you prepared your December 3rd, 2024 Offer, it was your understanding that this Agreement of Purchase and Sale that's on the screen, page 172 PDF of your July 16th, 2026 Affidavit, that this Agreement to Purchase and Sale was in the form of a standard template prepared by the Receiver; would you agree with me?

MR. DENIS: Okay. Just a second, Ryan. Because, and we could have the witness -- I'll explain why that's not a fair question because,

I'll do it generically, of the terminology used by the Receiver in its 6th Report and a document. So if you want to put the document to the witness, it's, that would be more fair. So right now, it's a bit of an unfair question.

MR. SHAH: So my question isn't whether or not --

MR. DENIS: You build in the word 'template.'

87 Q. My question is not whether this is a template of any kind. My question is about the witness' understanding. My question is whether or not Mr. Kronenfeld, on or about December 3rd, 2024, understood the Agreement to Purchase and Sale between the Receiver and Arjun Anand of September 26th, 2024 to be a form of standard template prepared by the Receiver?

A. So I'll give you an answer. That's why I do not agree, because I've read many, many generic agreements that get modified. So if you read an agreement, does not mean that I understand it. What's there, we use to modify and put in the agreement what is acceptable for us to propose an Offer.

88 Q. So, Mr. Kronenfeld, my question

is not about what you did with this agreement. My question is what your understanding of what this Toronto API was? The question was --

MR. DENIS: Well, hang on, hang on, counsel. Just a second. Sorry to interrupt. He answered your question. And if you want him to go through page-by-page, there's all kinds of sections in here which would suggest it's not a template.

BY MR. SHAH:

89 Q. So my question was not whether or not this is a template. My question is whether or not it was Mr. Kronenfeld's understanding that this was in the form of a template. And so, it's about Mr. Kronenfeld's understanding of what the form of this document was. His response was that he changed this document to his Offer, which is not an answer to, to my question. So I'll just, I'll ask it one more time for the, for the record. And then if it's refused, that's, that'll be what it'll be. But my question --

90 Q. Just a second. Sorry, Ryan. You can ask your question, but it's not correct that he didn't answer it. He said, "I don't agree." He used the words, "I don't agree," to your question, so he answered it. You can, you can restate a

question, that's fine. But you had just characterized that he didn't answer it when he had.
BY MR. SHAH:
91 Q. So I'll say it for the record, and then we can, we can move on if, if you object to it. So the question, Mr. Kronenfeld, is: Would you agree that the document that's on the screen right now, which you acknowledged that you reviewed in December 3rd, 2024, being the Toronto APS, as we have described it in this matter, is to your understanding, or was to your understanding, in the form of a template agreement prepared by the Receiver?
MR. DENIS: He's already answered that. It's not, it's not disputed, counsel, that the Receiver had accepted this. But you're, I mean, you're just, look at the page you're looking at now and the language of it. So if you want -- anyway, he's already answered it.
BY MR. SHAH:
92 Q. So I'm going to return to your Affidavit of December 3rd, 2024, Mr. Kronenfeld, in particular, Page 20 -- Paragraph 22 through 26. And please, it looks like your video went off there, Mr. Kronenfeld.

A. I'm reading, I'm concentrating, but you're spoiling it.

93 Q. So if you -- if I could just ask you to please review Paragraphs 22 through 26, and then I'm going to ask you some questions about them. So, please let me know to scroll down when you, when you wish, and let me know when you're done reviewing.

A. Great. Too much. Move it out.

94 Q. Is that okay?

A. Yeah. 25 you were, you're saying, 10 to 25 -- 26, which number is it? You with me?

MR. DENIS: It's to 26. Ryan, we can't hear you.

BY MR. SHAH:

95 Q. Apologies, to 26.

A. Yes.

MR. DENIS: And, Ryan, just for my benefit, would you mind going above 22, just so I could see if that should be read, too. I don't know if it should. Yeah, keep scrolling up. So the witness should read 18, but let me see. Just go above 17, and then keep scrolling up above 14, please. Ryan, you ask your question, and then it'll

be easier, I guess. I'll decide if the witness should review some earlier paragraphs, in fairness.
BY MR. SHAH:
96 Q. Sure. Mr. Kronenfeld, would you agree with me that in the Paragraph 22 to 26 of your Affidavit, you describe your understanding of the sales and marketing process undertaken by the agency, Colliers, for the Toronto property?
A. Yes.
97 Q. And would you agree with me that in those paragraphs, you provided your view on the marketing process as you understood it, that was undertaken by Colliers, right?
A. Yes.
98 Q. So, at the time you swore this Affidavit, would you agree with me that you were familiar with the marketing process undertaken by Colliers in connection with the Toronto property?
MR. DENIS: Oh, hang on. He's familiar with what he described. If you're referring to something different, Ryan, in fairness, you need to put that to him.
BY MR. SHAH:
99 Q. Are you familiar, at the time that you deposed for this Affidavit, Mr. Kronenfeld,

were you familiar with the bail activities described in the Affidavit from Paragraph 22 through 26, on behalf of Colliers?

A. At the time of the Affidavit, yes.

100 Q. So I'm going to flip back to your Affidavit of July 17th, 2026. In particular, Paragraph 9. So I'm just going to highlight this text here, I'll show you the full paragraph, but the text I'd like to ask you about is: Is your language here, when you say that 100 Inc. came on the scene after the expiry of the bid deadline of September 26th, 2024; do you see that?

A. Yes.

101 Q. Would you agree with me that, you know, as we've gone over the different Affidavits that were filed in this matter today, that 100 Inc. was involved with the, and aware of the Receiver's sale efforts for the Toronto property since at least as early as July 2024?

MR. DENIS: I think we've already gone through that, in terms of what those early Affidavits speak to and what the public record was at the time.

BY MR. SHAH:

102 Q. So, Mr. Kronenfeld, would you agree with me that when you say that 100 Inc. came on the scene after the expiry of the bid deadline on September 26th, 2024, that that, that's not quite true because 100 Inc. actually was involved in this proceeding before September 26th, 2024?

A. No, I do not agree. There was involvement following the process, not involved in the process.

103 Q. So when you -- so when Mario Kalemi submitted an Affidavit in July 19th, 2024 on behalf of 100 Inc. and AJGL, your view is that that doesn't count as coming on the scene, as you describe it?

A. Are you saying if I was involved in the proceeding of the Receiver?

104 Q. That's how I read, "Come on -- came on the scene." What I'm looking for you to answer is whether or not the fact that you were involved in this proceeding in July 2024 means that this suggestion that you only came on the scene after September 26th, 2024 isn't quite true; would you agree with me on that point?

MR. DENIS: I think the reference is

participation in the sales process, to be fair to the witness. That's what's being described. So, on the scene is the scene with respect to the sales process, as described above this paragraph.

BY MR. SHAH:

105 Q. So I'd like to take you, Mr. Kronenfeld, to page -- to Exhibit 12 of your Affidavit of July 17th, 2026 and, in particular, the letter of Mr. Rooney that encloses an Agreement to Purchase and Sale for the Toronto property.

MR. DENIS: So this is the final offer, Ryan; is that correct?

MR. SHAH: Correct.

MR. DENIS: Okay.

BY MR. SHAH:

106 Q. Mr. Kronenfeld, did you review this letter before it was sent by your counsel?

MR. DENIS: Yeah. Give him time to just take a look at it. Once you've gone through the letter, Mr. Kronenfeld, you can answer that question, please?

THE WITNESS: Of course, if I did read the cover letter, I would clearly not, I will not remember, and I clearly would understand that, that I'm not sure that I read it before, or not.

BY MR. SHAH:

107 Q. Okay. But you reviewed the Agreement to Purchase and Sale dated December 16th, 2024, before it was sent to the Receiver; is that right?

A. Yes. You showed paragraphs again, just to clarify on the paragraph --

108 Q. Would you like me to show you?

A. The last panel on Page 6 and 7?

109 Q. Page six. Here's Page 7.

A. Yeah. And then, on the page, on Page 25, 6.7.

110 Q. About 25 --

A. 6.7, let me see it. No, no. On Page 25, 6.7.

111 Q. There you are.

A. Yes. And then Page 37.

112 Q. There is no Page 37.

A. So again, two pages -- sorry, 36 which is, I think it's 166.

113 Q. The last page is 33 of this document.

A. So 166 on your pages.

114 Q. And this, this is page --

A. I want to see it on my -- I want

to see it --

115 Q. The agreement starts at, this Agreement starts at Page 397 of your Affidavit, PDF Page 300.

A. Okay. So go to the last seven pages. Okay. Keep going. Okay, so let's go. That's where it's finished?

116 Q. That is the end of the Exhibit 12.

A. If you go to my signature and just scroll up. One second. Can you scroll up? Okay, fine.

117 Q. And by 'fine,' you mean that you know that this is the document --

A. Is --

118 Q. Sorry, just let me finish my question. You agree that this is the document that was submitted on behalf of 100 Inc. to the Receiver on December 16th, 2024; is that correct?

A. Yes.

119 Q. And by submitting this Offer, it was your intention that the Receiver would consider it a valid Offer to purchase the Toronto property that the Receiver could accept, right?

A. That was my offer for the

Receiver to accept.

120 Q. And when you instructed Mr. Rooney to send this Offer, you hoped that the Receiver would accept it, and then you would be able to proceed with the purchase of the Toronto property through 100 Inc., right?

A. Yes.

121 Q. And you understood that for the Receiver to accept this Offer, the Receiver would need to determine that it was superior to the Toronto APS, correct?

A. Yeah. I clearly understood that this is the final offer, and did not change the irrevocable or any conditions as --

122 Q. My question wasn't about whether --

A. I explain it to you and then you, and then you can go from there, you can ask another question, just to be clear, because I looked at that very carefully and understood that, because that's why I looked at the whole final Offer. It was clearly understood that there's no other changes, and it's the same as previous Offers and does not change the irrevocable or -- and this is my final offer, and that's why I reviewed all the sections

and all the schedules.

123 Q. And so, just to confirm, my question wasn't whether or not it was your final offer. My question was about your understanding. At the time you submitted this offer, did you understand that the Receiver would need to determine that your Offer was superior to the Toronto purchaser's offer, the Toronto APS, before the Receiver could accept this offer?

MR. DENIS: And by 'superior,' is there any definition for that?

BY MR. SHAH:

124 Q. Sure. For a higher purchase price?

A. So, we're clear that I believe that in the past I did -- was, I was higher in the purchase price and nothing had happened, and it continued and was delayed and it was appealed. So, I had no knowledge that if I am superior, to call it, or higher price, that I will get it or not.

125 Q. But you understood that when the Receiver would review your Offer, it would be comparing your Offer to the Toronto purchaser's offer, right?

A. I'm not sure of their process

because I'm just saying, again, I cannot tell you what he thinks. I can tell you what I believe and what happened, the prior offers. The things changed and rules changed and dates changed and appeals happened, so it's hard for me to answer your question, what actually happened in the past.

126 Q. The question isn't about what happened. My question is about what your understanding was at the time you submitted the offer. I'll just make it clear for you again: When you say you don't know, do you mean that you, at the time you submitted this offer, you weren't thinking about whether or not the Receiver would compare your offer to the Toronto purchaser's offer?

A. You can repeat the question?

127 Q. My question is: At the time that you submitted your December 16th, 2024 Offer, were you thinking about whether or not the Receiver would compare your Offer to the Toronto purchaser's Offer?

A. I believe so.

128 Q. And it was your understanding at the time, that after the Receiver reviewed your Offer and the Toronto purchaser's Offer, that the Receiver would then make a recommendation to the Court about which Agreement to Purchase and Sale is

preferable, right?

A. Repeat it again, please?

129 Q. On December 16th, 2024, when you submitted this Offer, it was your understanding that the Receiver would review your Offer and would review the Toronto purchaser's Offer, and then make a recommendation to the Court about which Offer is preferable?

A. So, I'll give you the answer. On December 10th, was supposed to be the expiry date, on the same condition you just asking me, and it was extended again. And there was a deadline or time that needed an extension and the rules were changed. So, to be clear, that the whole structure of, of being treated fairly or correct, or how the system works on who is going to choose, and what the process is going to do or recommend, I don't have an answer on that process.

130 Q. But I do want to take you to the language in your counsel's letter of December 16th, 2024, I'm just going to highlight it for you for your ease of reference. So I'm looking at PDF Page 395 of your Affidavit of July 17th, 2026, and I'm highlighting some text for you that reads: "This revised offer (signed and initialed by the

purchaser) is open for acceptance by the Receiver until such date as the Court determines whether or not it should be accepted (and if accepted,) then until the date the Receiver obtains Court approval for the agreement." And the reason I point you there is because what that says to me, is that you understood that the Receiver would need to go and get Court approval for this Agreement if the Receiver thought it wanted to accept it. So can you just confirm for me, that that was your understanding at the time that this letter was sent?

A. First of all, I don't remember that I read this letter prior to the Offer. And if I did so, I would understand and I would read the letter, that would be clearly understanding, based on the Offer I've put and the conditions I've put. And that would be the final document that would be accepted and dealt with at a time, with all the conditions and with the clarity that all those paragraphs are removed and nothing has changed, and that's why the offer was submitted.

131 Q. So, Mr. Kronenfeld, I don't think you really answered my question because my question was very specific. It was about whether or not you understood that the Receiver would need to take your

Offer and get approval of it from the Court before it could actually complete the Offer, if the Receiver determined that your Offer was the one they wanted to accept. So, yeah, I'll just put to you again, to give you the opportunity to, to specifically answer the question: When you submitted this Offer in December --

MR. DENIS: Sorry, I apologize right now. I'm just putting my hand up because I want an opportunity to potentially object to this question.

MR. SHAH: I'll repeat --

MR. DENIS: So, Simion, if you see my hand up, then I may be objecting because we're remote, so this is more difficult, so that's why my hand up, is up. But go ahead, Ryan, ask your question and then I want an opportunity, Simion. Go ahead.

BY MR. SHAH:

132 Q. Understood, and that's completely fine. So the question is, Mr. Kronenfeld: That the highlighted text on the screen, Page 395 of the, of your Affidavit of July 17th, 2026, says that, "This revised Offer," I'm paraphrasing, "is open for acceptance by the Receiver until such date as the Court determines whether or not it should be

accepted." And what I take from that, is that you understood when this Offer was sent, that the Receiver would need to go and get the Agreement approved by the Court, if the Receiver wanted to proceed with completing that transaction. Can you confirm for me that that was your understanding at the time of this, that this Offer was sent?

MR. DENIS: So, the reason my hand is up is, you're proposing a question which implies something the Receiver would very much object to. So, it's, it's a bit difficult to understand the question because, and this was a clarity I'm seeking, are you saying, counsel, that the Receiver was restricted in what it could do with respect to acceptance? Because there are, there's different elements that are at play here, including in the language. There's an event of acceptance and there's an event of Court approval, whatever else this means. So, I'm just seeking some clarity on what your question is asking.

BY MR. SHAH:

133 Q. Yes. So, the question is -- you're right, there's acceptance and then there's court approval. What I see in this text, is an acknowledgement that after acceptance, then there

needs to be Court approval of some agreement, if there's going to be acceptance. My question is, to get at Mr. Kronenfeld's understanding and state of mind at the time that he submitted this Offer, obviously accompanied by this covering letter, whether or not he did, indeed, understand that if his Offer were to be accepted, then the Receiver would need to go and get Court approval for it. Was it within his contemplation that there would need to be Court approval before there could be any closure of this agreement?

MR. DENIS: Okay. Now, interesting question. Any closure of this agreement? That's the heart of this case. So, I would like some clarity on what you mean by 'closure of this agreement,' because the issue and a fair question would be ex -- a binding agreement. At what point was there a binding agreement? So, the words aren't closure. The issue is Offer acceptance, binding agreement. So the phrase 'closure' is too vague, and it could result in some confusion and inaccuracy.

BY MR. SHAH:

134 Q. Well, I guess I shouldn't have used the word 'closure.' I should have used the word

'closing.' The question is: What if -- did Mr. Kronenfeld understand, at the time that this Offer was sent, that if the Receiver were to accept this Agreement, then the Receiver would need to go and get Court approval for it before it could proceed to closing; do you agree, or not, Mr. Kronenfeld?

MR. DENIS: You can answer that.

THE WITNESS: I would agree that this is the process. That they haven't happened before multiple times, but this is the process.

BY MR. SHAH:

135 Q. And so, returning back to this language where it says, "This revised offer, signed and initialed by the purchaser, is open for acceptance by the Receiver until the date, as the Court determines, whether or not it should be accepted. And if accepted, but until the date the Receiver obtains Court approval of this Agreement." Would you agree with me that the reason that this was included in the letter, is it because you understood that the Receiver would need the opportunity to consider what to do with this Offer, pending the Court making an order about how the Receiver should proceed?

A. Like I've mentioned before, I do

not agree with you because I've read my Offer and the conditions haven't changed from previous Offers. So, and the process would be the same process as the previous agreement, which I've indicated and answered the questions, that if you go to my final offer, as well, and in this exhibit, and then if you read on Page 25, 6.7, that I mentioned before that I want to go through, that explains that nothing can be changed if not agreed by myself and signed. So whatever the language that you, that you ask me to understand, is that if I would read that letter prior, which I don't remember, I would understand that the Offer that I gave had no change from previous Offers, and the condition hasn't changed from previous Offers.

136 Q. So, when you say that you don't agree with me, that the purpose of that highlighted text is to provide the Receiver with an opportunity to consider what to do with your Offer, pending the Court making an order about how to proceed, is that your understanding and evidence, is that the highlighted text is there for no reason at all?

A. I don't refer to the, to the cover letter. I'm referring to my Offer.

137 Q. I know you're -- I hear you're

referring to your Offer. My question is about the cover letter, which your counsel submitted.

A. What the cover letter --

138 Q. My question is --

A. I don't remember. I read it prior, too.

139 Q. And so --

A. To be clear, and to be understood that I, I don't believe I read it, but I don't remember.

140 Q. And so, you, your evidence is you can't really speak to what this cover letter says or doesn't say, then, right?

A. For myself, if I did read that letter as I answered you before, I was still referred to my Offer and Paragraph 25, if you want to look at it, Page 25, paragraph 6.7. That clearly says, and that what I signed, that this is my Offer and this is the condition, I'm willing to proceed with my Offer.

MR. DENIS: So, I think he's answered your question, Ryan. Do you want to try something else?

BY MR. SHAH:

141 Q. I will propose that we just take

a two minute break and I -- can we get off the record, please?

MR. DENIS: That's fine.

(OFF RECORD)

MR. SHAH: Good afternoon. So, I'll just wait for everyone to get on, but I don't have any more questions, so we can, we can call it there. So, I don't, I don't have any further questions for the witness.

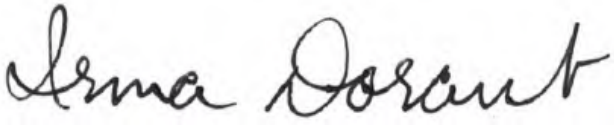
MR. DENIS: So I'm back. One second. Okay. Sorry about that.

MR. SHAH: No, not at all. Yeah. All you missed was me just saying that I'm, I'm done, and we're getting normal course transcripts.

MR. DENIS: Oh, very exciting. Okay. Thank you very much, everybody. Appreciate it.

(Adjourned at 12:05 p.m.)

I HEREBY CERTIFY THE FOREGOING
to be a true and accurate
transcription of my stenomask notes
to the best of my skill and ability.



Irma Dorant, C.C.R.
Computer-Aided Transcription

1

1 2:7 4:4 5:10 5:17,19 7:10 9:20 31:7,12 32:21
10 2:10 5:23 42:12
100 5:18,20,25 6:4,11 7:1 21:15 32:17,23 33:1,23 36:5 36:12 44:6,11 44:17 45:3,6 45:13 48:18 49:6
1001079582 1:17 5:2
101 44:15
102 45:2
103 45:11
104 45:18
105 46:6
106 46:16
107 47:2
108 47:8
109 47:10
10:15 4:1
10th 52:10
11 6:3
110 47:13
111 47:16
112 47:18
113 47:21
114 47:24
115 48:2
116 48:8
117 48:13
118 48:16
119 48:21
12 6:9 21:21 46:7 48:9
120 49:2
121 49:8
122 49:15
123 50:2
124 50:13
125 50:21
126 51:7
127 51:16
128 51:21
129 52:3
12:05 60:17
13 2:11 6:22
130 52:19
131 22:9,11 53:22
132 54:19
133 55:22
134 56:24
135 57:12
136 58:16
137 58:25
138 59:4
139 59:7
14 7:10 31:5 42:24
140 59:11
141 59:25
15 2:13 7:21
16 8:2
1604706 1:20
166 37:1,13,15 47:20,23
16th 16:16 28:22 38:19 47:3 48:19 51:17 52:3,20
17 8:7 42:24
172 21:10,16 22:6,14 24:19 38:19
173 30:5,7
17th 2:8 4:20 9:16,21 21:11 21:11,17 22:7 35:18 37:24 44:7 46:8 52:23 54:22
18 8:12 25:10 42:23
18th 1:12 16:21
19 8:19 33:25
19th 2:13 15:8 15:22 17:20 45:12

2

2 2:9 4:8 10:11 21:23,25 22:2 24:14,16,17 26:4 28:23 35:23,25
20 2:14 9:2 41:23
2016 8:10
2019 11:1,16 12:8,15
2020 25:15
2023 5:21 12:19 13:18 14:8 38:4
2024 2:10,13,17 10:1,12 15:1,9 15:22,25 16:5 16:16,21 17:20 18:12,18 20:5 20:13 21:11,14 22:4 23:8,19 23:23 24:13,18 24:23 25:6,7,8 25:11,15,24 26:5,17 27:5,6 28:2,7 29:6,15 29:19 30:11,22 31:12,16,18 32:3,22 33:24 33:25 34:1 38:6,14,17 39:13,16 41:9 41:22 44:13,20 45:5,7,12,21,23 47:4 48:19 51:17 52:3,21

2026 1:12 2:8 4:20 5:21 9:16 9:21 21:11,17 22:7 24:10 27:6 28:23 35:19 37:25 38:19 44:7 46:8 52:23 54:22
207 35:18,19 37:24
20th 25:15
21 2:15 9:5
213 37:25
22 9:13 20:15 23:22,24 25:10 41:23 42:4,20 43:5 44:2
23 9:23
23-00701672... 1:1
24 10:4 24:13
24th 19:18 20:5 24:10 25:20
25 10:14 42:11 42:12 47:12,13 47:15 58:7 59:16,17
25th 22:4 23:7 24:18,23 26:5 29:6,15,19
26 3:2 10:20 41:23 42:4,12 42:14,17 43:5 44:2
26th 21:14 23:19 27:6 28:2 38:6,14 39:16 44:13 45:5,7,23
27 2:24 3:2 10:25
28 3:2 11:8
2849 6:5
2851 6:5
2853 6:5
2855 6:5
2857 6:5
29 11:15
2nd 10:5

3

3 2:11 4:15 13:8 31:6
30 2:17 12:7
300 48:4
31 12:13
32 12:18
33 12:23 32:8 47:21
34 13:5
35 13:10
35183 61:7
36 13:22 32:6,8 47:19
37 14:5 47:17 47:18
38 14:15
39 14:19
395 52:23 54:21
397 48:3
3rd 2:17 22:24 30:11,22 31:12 31:18 32:3,22 33:24 34:1 38:4,17 39:13 41:9,22

4

4 2:3,4,12 4:18 15:20,21 32:13
40 14:22
41 15:25
42 16:9
43 17:8 24:24 28:24
44 17:12
45 17:15
46 17:24
47 18:9
48 18:14 32:2
49 18:16
4th 31:16 33:25

5

5 2:14 4:22 20:10
50 18:21
500 8:13,14,16 8:22,23 9:3,4,5 9:10 11:10
5004591 1:8 7:19 8:12
51 19:1
52 19:16
53 20:3
54 20:7
55 20:12
56 22:18
57 23:3
58 23:7
59 23:18

6

6 2:15 5:1 21:8 34:7 47:9
6.7 47:14 58:7
6.7. 47:12,15 59:17
60 23:21
61 24:13
62 26:25
63 28:21
64 29:13
65 29:18
66 29:25 37:3
67 30:9 37:3
68 30:24
69 31:4
6th 21:6 22:21 39:2

7

7 2:16 5:6 30:21 32:5 34:7 47:9,10

70 31:11
71 31:22
72 32:1
73 32:7
74 33:5
75 33:9
76 33:19
77 34:11
78 34:18
79 35:2

8

8 5:13
80 35:8
81 35:17
82 36:2
83 36:8
84 37:8
85 37:23
86 38:11
87 39:10
88 39:25
89 40:10
8th 2:10 10:1 10:12 23:23 25:8,11 26:17 27:4 28:7

9

9 2:8 5:16 11:1 11:8 44:8
90 40:21
91 41:4
92 41:21
93 42:3
94 42:10
95 42:17
96 43:4
97 43:10
98 43:15
99 43:24

a

a.m. 4:1
ability 61:5
able 4:15 14:16 17:8 49:4
above 42:20,24 42:24 46:4
absolutely 16:9 27:22 30:18 35:12
accept 48:24 49:1,4,9 50:9 53:9 54:4 57:3
acceptable 39:23
acceptance 53:1 54:24 55:15,17,23,25 56:2,19 57:15
accepted 41:16 53:3,3,18 55:1 56:7 57:17,17
accompanied 56:5
accurate 61:3
acknowledged 41:8
acknowledge... 55:25
acquired 11:21
acquisition 7:18
activities 44:1
actually 4:10 9:14 45:6 51:6 54:2
adjourned 60:17
advise 27:3
advisement 26:20 27:9,20 28:9,10,12,18
advisements 3:1
affidavit 2:7,9 2:12,16 4:9,18 4:22 5:10,19 7:6,11 9:14,15 9:20,25 10:11 10:16 14:16,23 15:21 17:19,25 18:1,3 20:13 20:22 21:12,15 21:16,20,23 22:7,14 23:4 23:22,23 24:15 24:20,22,24 25:8,11,17 26:4,17 27:5 28:7,22 30:10 30:21,25 31:8 31:12 32:3,14 32:21 33:25 35:19 37:25 38:20 41:22 43:6,16,25 44:2,4,7 45:12 46:8 48:3 52:23 54:22
affidavits 44:16 44:23
affirmation 1:11
affirmed 2:3 9:15
aforementio... 6:25
afternoon 60:5
agency 43:8
ago 8:7
agree 5:24 6:22 13:16 29:4,13 31:16 34:10,13 38:7,9,22 39:19 40:23,24 41:7 43:5,10 43:16 44:15 45:3,8,24 48:17 57:6,8 57:19 58:1,17
agreeable 9:17
agreed 33:12 58:9

agreement 9:11 11:3,9,12,24 12:8,14 16:2,6 16:6 17:9 18:5 19:19 20:20 23:9,13,17 24:4,7 25:6,9 25:16 26:14 27:6 28:2 31:15 33:6,10 33:23 36:23 38:14,18,20 39:14,21,23 40:1 41:12 46:9 47:3 48:2 48:3 51:25 53:5,8 55:3 56:1,11,13,16 56:17,18,20 57:4,18 58:4
agreements 39:20
ahead 17:6 22:16 29:10 35:14 54:15,17
aided 61:9
ajgl 1:17 5:14 10:21,22 45:13
ajgl's 10:17
amend 34:15 34:24
amended 36:12
amending 33:11 34:3
anand 23:11 24:9 27:8 28:4 29:4 30:2 31:2 33:12 34:21 38:15 39:15
andy 1:20
answer 26:14 29:9,10 39:18 40:16,23 41:2 45:20 46:20 51:5 52:9,18 54:6 57:7
answered 11:20 12:2 14:11,13 34:23 40:6,25 41:14 41:19 53:23 58:5 59:15,21
anyway 41:18
api 40:3
apologies 4:10 21:11 25:10,15 31:14 42:17
apologize 54:8
appealed 50:18
appeals 51:4
appear 32:7
appearances 1:14
appears 5:10 17:9 21:22
appended 22:12 23:5
appendix 17:17 18:9 21:13 22:20,23 24:21
applicant 1:6
appointed 13:19,20,23 14:9
appointing 13:12
appointment 13:17
appreciate 25:5 60:16
approval 16:25 18:4 19:17 23:14 29:2,20 31:1 53:4,8 54:1 55:18,24 56:1,8,10 57:5 57:18
approved 19:19 20:4 31:20 55:4
approximately 8:6,7,10
aps 11:22 21:25 22:5 25:20 26:6,8 28:2,14 33:11 34:3,20 35:5 36:12 38:5 41:9 49:11 50:8
arif 1:15
arjun 23:11 24:9 27:8 28:4 30:2 33:12 34:21 38:15 39:15
arranged 18:2
arrangement 9:10
articling 1:22
asked 19:7 23:14 34:14
asking 52:11 55:20
assembled 9:8 11:22 12:3
assembly 7:13 7:16,25
assist 36:2
attach 31:7
attaches 24:15 24:17 26:4
august 1:12
authorized 5:25 6:10,24
avenue 6:6
aware 5:24 13:18,20,22,25 14:2,8 16:1 20:3 25:25 44:18

b

b 1:4

back 8:4 17:19 18:9 20:12 23:22 28:22 36:21 44:6 57:12 60:10
bail 44:1
bakhtiari 1:20
based 26:23 53:15
behalf 6:11,14 7:1 29:1 32:23 33:1,1 44:3 45:13 48:18
believe 5:5,11 12:21 15:19 16:20 17:23 19:23 22:11,22 22:24 23:16 26:17 29:17,24 31:19 37:3,9 37:13 50:15 51:2,20 59:9
benefit 42:20
best 4:23 61:5
bid 44:12 45:4
binding 56:17 56:18,19
bit 5:7 6:19 30:16 39:5 55:11
board 5:25
borrower 8:23
break 60:1
bring 36:25
broad 6:19
bryan 1:24 36:17
build 39:8

c

c.c.r. 61:8
call 22:5 50:19 60:7
called 5:14 34:20
cameron 1:5 20:17,20 24:1 24:4
capital 1:5
carefully 49:20
case 56:14
cash 31:6
caused 14:23
cavenaugh 2:14 19:18 20:10
certain 34:10 34:14,15,21
certainly 10:14 10:14
certify 61:2
chance 14:12
change 49:13 49:24 58:13
changed 40:15 51:3,4,4 52:13 53:20 58:2,9 58:14
changes 49:22
characterized 41:2
choose 52:16
christopher 15:12
chronology 11:24
circumstances 20:17 24:1
clarification 36:22
clarify 8:20 33:3 47:7
clarity 26:25 53:19 55:12,19 56:15
clear 19:24 27:2 49:19 50:15 51:10 52:14 59:8
clearly 46:23 46:24 49:12,22 53:15 59:17
close 11:2
closed 12:1
closing 57:1,6
closure 56:10 56:13,15,19,20 56:25
colliers 43:8,13 43:18 44:3
come 45:18
coming 45:14
commencing 4:1
commercial 1:3
commitment 20:21 24:5
company 5:14 8:14 13:13
compare 34:25 51:13,19
comparing 50:23
complete 2:21 54:2
completely 27:15 36:24 54:19
completing 55:5
computer 61:9
conacher 1:8 18:23
concentrating 42:1
concerned 23:15
condition 52:11 58:14 59:19
conditions 49:14 53:16,19 58:2
confirm 4:19 5:6 14:5 18:17

21:2 32:20,21 50:2 53:10 55:6
confirmation 25:13
confused 26:3 27:15
confusion 56:21
connection 6:4 6:11 17:5,21 19:5 36:3 38:2 43:18
consider 48:22 57:22 58:19
constitute 2:20
contemplated 30:1
contemplation 56:9
contentious 33:16
continued 12:4 50:18
contractual 6:18
contrary 20:19 24:3
controlled 12:9 12:15,20
conway 13:12
copy 22:5 31:7 31:14 33:11 34:2
corporation 5:11,16
corporations 7:24
correct 4:20,21 5:3,15 7:2 8:23 10:23 11:6,13 15:2 16:4 17:22 18:6 21:2 26:10,11 31:8,18 34:4 34:22 35:5 36:6 40:22 46:12,13 48:19 49:11 52:15
counsel 6:4,20 7:3 40:5 41:15 46:17 55:13 59:2
counsel's 52:20
count 45:14
course 9:18,19 10:20 25:9,16 46:22 60:14
court 1:1,2 12:25 16:14,18 16:21 19:8,11 20:3,8 29:20 51:25 52:7 53:2,4,8 54:1 54:25 55:4,18 55:24 56:1,8 56:10 57:5,16 57:18,23 58:20
court's 19:13
courts 23:14
cover 46:23 58:24 59:2,3 59:12
covering 12:12 56:5
create 34:19
created 33:11 34:2 35:3
creation 36:4
cross 1:10
current 20:16 20:25 23:25 24:6 25:12,14 26:13,16,20 27:3,18,19 28:5,13,16
cv 1:1

d

d 16:11,13 17:17 18:9 34:8 35:4,11 36:23
dale 1:18
date 4:20 8:3,5 12:1,22 15:6,8 23:18 26:1 29:24 52:10 53:2,4 54:24 57:15,17
dated 16:16 17:20 21:14 22:3 23:5,7 24:10,18 25:6 25:7 26:17 31:15 33:24 38:5 47:3
dates 25:9 35:6 51:4
day 1:12 7:24 8:3
deadline 44:12 45:4 52:12
deal 9:11
dealt 53:18
dean 15:12
december 2:17 5:21 12:19 13:18 14:8 30:11,22 31:12 31:16,18 32:3 32:22 33:24,25 34:1 38:4,17 39:13 41:9,22 47:3 48:19 51:17 52:3,10 52:20 54:7
decide 43:1
decisions 5:24
defaulted 16:23
defined 20:22
definition 50:11
delayed 50:18
deleted 36:25

delivered 7:4,5 32:25
denis 1:18,18 4:12 6:13 7:3 8:22 9:17,18 10:6 11:19 13:6,7 14:11 15:3,10,13,17 15:23 16:5,12 16:17,22 17:3 17:24 19:2 20:9 21:4,9,18 21:24 22:8,15 22:20 24:11,14 25:2,19 26:2 26:19 27:10,12 27:17,24 28:8 28:17 29:7 30:5,13,20 32:9,12,16,24 33:14 34:12,23 35:10,13,20,24 37:4,17,21 38:23 39:8 40:4 41:14 42:14,19 43:19 44:21 45:25 46:11,14,18 50:10 54:8,12 55:8 56:12 57:7 59:21 60:3,10,15
deponent 1:11 1:17
deposed 43:25
describe 5:1 11:9 31:5 43:6 45:15
described 5:17 6:23 7:12 11:1 28:6 41:10 43:20 44:1 46:2,4
describes 10:17
describing 24:7
details 18:7
determine 49:10 50:6
determined 54:3
determines 53:2 54:25 57:16
develop 11:17
development 7:18 10:22 11:4
dhanani 1:15
different 11:22 30:15 37:14 43:21 44:16 55:15
difficult 54:14 55:11
direct 10:25 13:10
direction 27:16
director 5:2,11 5:13,20 9:3,4 10:21
directors 5:25
disagree 26:22
discussion 32:11
displayed 7:11
dispute 7:8 12:2 29:9 30:6 30:8
disputed 15:4 41:15
document 9:24 10:2,4 12:24 13:2,11 14:20 16:11 17:13,16 18:11 19:17,22 20:24 22:19 23:3,9 24:19 27:18 28:1 29:1,5,14 30:12 32:2 33:22,24 34:2 34:19,22 35:3 36:6 38:14 39:2,3 40:15 40:16 41:7 47:22 48:14,17 53:17
documents 18:8 19:25 27:5
dorant 61:8

e

e 1:4,4,4
earlier 6:24 19:4 43:2
early 11:1 12:8 12:15 44:20,22
ease 7:15 32:12 52:22
easier 43:1
efforts 44:19
elements 55:16
email 7:7 31:13
encloses 46:9
endorsements 19:8,14
ends 32:8
entered 11:3 16:2
entire 11:24
entity 20:5
established 11:23
event 21:15 55:17,18
everybody 60:16
evidence 5:7,8 34:18 38:1 58:21 59:11
ex 56:17
exact 5:9 35:6

exactly 8:5 17:14 29:23
examination 1:10 2:3,4 4:2
exciting 60:15
excuse 36:16
exhibit 2:7,9,11 2:12,14,15,16 9:16,20 10:5 10:11 13:6,8 13:11 15:16,21 16:11,13 17:17 20:8,10 21:8 21:20,21,23,25 22:2 24:14,16 24:17 26:4 28:23 30:19,21 31:7,12 32:13 32:21 35:21,23 35:25 37:15 46:7 48:9 58:6
exhibits 2:6
expiry 44:12 45:4 52:10
explain 38:25 49:17
explains 58:8
exploring 25:25
extended 52:12
extension 52:13
extent 27:25 28:1

f

f 3:4 21:13 22:20,24 24:21
fact 21:12 45:20
fair 10:15,16 11:15 12:7,13 12:18 18:21 26:18 30:24 38:25 39:4 46:1 56:16
fairly 52:15
fairness 43:2 43:21
familiar 10:2 13:1 14:19 17:12 19:21 22:19 23:9 30:11 43:17,20 43:24 44:1
file 1:1 17:4 19:12
filed 14:24 15:4 16:14,18,20,25 17:5,5,25 18:2 18:3 19:4 26:9 29:7,8 32:14 44:17
final 46:11 49:13,21,24 50:3 53:17 58:5
fine 15:17 26:15 41:1 48:12,13 54:20 60:3
finish 34:12 48:16
finished 48:7
first 2:11 9:16 12:25 13:8 16:10,12,14,15 16:15 17:17 18:10 32:16 33:3 36:4,13 53:12
five 7:13,25
flip 9:24 28:25 31:11 44:6
following 2:23 3:1,4 45:9
foregoing 61:2
form 11:9 38:6 38:21 39:16 40:13,14 41:12
found 2:23 3:1 3:4
founder 11:16 11:21
friends 11:3
front 8:21
full 2:20 4:5 5:5 20:18 24:2 44:9
further 19:16 60:8

g

generic 39:20
generically 39:1
getting 60:14
give 10:8 21:19 21:19 30:16 39:18 46:18 52:9 54:5
given 11:24 26:15
go 4:11 17:6 19:24 22:16 24:15 29:10 30:5 31:19,24 32:4 33:20 35:14 36:21 37:18 40:6 42:23 48:5,6 48:10 49:18 53:7 54:15,16 55:3 56:8 57:4 58:5,8
going 4:8 5:18 8:13 9:13,24 10:7,25 12:23 14:15,22 15:14 16:1,9 17:18 18:1 19:16 20:12,14,22,23 23:21 24:5 27:21 28:21,25 30:9 37:4 38:4

41:21 42:5,20 44:6,8 48:6 52:16,17,21 56:2
good 4:4 60:5
great 36:20 42:9
group 5:14 13:15
guess 8:17 18:16 22:3 25:18 43:1 56:24
guessing 19:10
guide 2:18,19

h

hand 54:9,13 54:15 55:8
hang 6:13 24:11 40:4,4 43:19
happened 50:17 51:3,5,6 51:8 57:9
happy 33:16
hard 51:5
harris 1:22
he'll 10:9
hear 12:11 42:15 58:25
hearing 5:8
heart 56:14
helps 30:8
higher 50:13,16 50:20
highlight 44:8 52:21
highlighted 54:21 58:17,22
highlighting 52:24
history 11:20
holdings 1:8
hoped 49:3
hosted 1:12

i

identify 28:5 28:12,15
implies 55:9
inaccuracy 56:22
inc.'s 12:25 32:23 33:1 36:12
inclined 33:21
included 21:14 22:4 23:3 57:20
includes 26:6 31:13
including 55:16
index 2:1
indicated 58:4
individual 11:2 11:10,13 30:1
information 27:18
initialed 52:25 57:14
insolvency 1:24
instructed 49:2
instrumental 7:12,16
intention 48:22
interest 10:17 12:4,5
interesting 56:12
interrupt 40:5
involved 7:18 8:8 10:22 44:18 45:6,9 45:16,21
involvement 10:17,21 45:9
ip 15:12
irma 61:8
irrevocable 49:14,24
isabella 1:22
islington 6:6 14:3
issue 15:5 33:20 56:16,19
issues 30:14
it'll 40:19 42:25

j

jog 15:1
july 2:8,12 4:20 5:21 9:16,21 15:1,8,21,25 16:5,16,21 17:20 18:12,18 19:18 20:5 21:11,11,17 22:7 23:4 28:22 35:18 37:24 38:19 44:7,20 45:12 45:21 46:8 52:23 54:22
justice 1:2 2:14 13:12 19:18 20:10

k

kalemi 2:12 14:16 15:21 17:20,21 45:12
keep 15:13 37:2 37:4 42:22,24 48:6
kind 18:16 39:11
kinds 40:7
kingston 1:8 13:16,21 14:1 14:3 20:18 24:2

know 4:10 17:6 19:5,10 23:13 27:17 33:13 42:6,7,21 44:16 48:14 51:11 58:25
knowledge 4:23 33:10 50:19
kronenfeld 1:11 2:3,7,9,16 4:4,7,15 6:22 7:12 9:15,20 10:1,11,16 12:7,14 13:1 13:11 14:17,23 15:25 17:8,17 17:19 19:22 20:14 21:12 22:18 23:8 25:25 26:12 27:2 28:22 30:9,21,24 32:13,20 33:5 33:22 35:3 36:3 37:23 38:1 39:13,25 41:6,22,25 43:4,25 45:2 46:7,16,20 53:22 54:20 57:2,6
kronenfeld's 21:23 22:6,13 24:15,20,24 25:8,11,17 28:6 32:3 35:18,20,23 40:12,14 56:3
kyriacopoulos 11:2,10

l

lakeshore 16:13 17:1 18:4 19:20 20:5
land 13:16
lands 11:5,11 20:16,19 21:1 23:25 24:2,7 27:4 28:6 31:2
language 33:15 33:21 34:25 41:18 44:10 52:20 55:17 57:13 58:10
lawyer 34:6,15 34:19 35:3 36:11 38:2
layman's 7:4
lender 20:20 24:4
letter 31:14 46:9,17,20,23 52:20 53:11,13 53:15 56:5 57:20 58:11,24 59:2,3,12,15
limited 1:15 23:10 24:9 27:7 28:3
list 1:3 2:21
litigation 1:18
little 30:15
llp 1:16,23
look 16:19 19:4 19:11 28:18,19 37:12 41:17 46:19 59:17
looked 30:13 49:19,21
looking 22:23 32:2 35:13,15 35:18 41:17 45:19 52:22
looks 41:24
lot 19:25,25
luxe 16:13,22 17:1 18:5 19:6 19:20 20:5

m

made 5:25 19:18
majority 11:16
make 6:10,14 6:24 25:3 27:1 51:10,24 52:6
making 57:23 58:20
mario 2:12 14:16 15:21 17:19 45:11
mark 13:5 15:15 30:19
marked 9:16 10:5 20:8
marketing 43:7 43:12,17
matter 4:9,19 13:1 17:18 30:11 41:10 44:17
maurice 1:20
mean 6:17,17 6:18 7:17 19:7 19:24 39:21 41:16 48:13 51:11 56:15
means 9:2 45:21 55:19
memory 15:1
mentioned 7:14 57:25 58:7
merely 2:19
million 31:6
mind 27:20 35:11 42:20 56:4
mine 32:5
minute 60:1
missed 60:13
modified 38:10 38:12 39:20

modify 39:22
moment 20:23
momentarily 16:20
morning 4:4
mortgage 1:5
motion 16:25 18:4 22:3,12 24:16,16,17,21 24:23 25:5,23 25:24 26:5 28:25 29:1 31:1 32:14
move 41:5 42:9
moved 9:9
multiple 7:24 9:9 57:10

n

n 1:4 3:5
name 4:5 30:7
named 11:2 30:2
names 30:3
necessarily 2:20
need 6:15 10:7 10:9 30:16 43:22 49:10 50:6 53:7,25 55:3 56:8,9 57:4,21
needed 52:13
needs 56:1
neirinck 1:20
nick 11:10,13
nimigan 1:13
non 33:16
normal 60:14
notes 61:4
notice 28:25
november 22:4 23:1,7 24:18 24:23 25:6,24 26:5 29:6,15 29:19
number 5:5,9,9 15:17,20 21:21 21:23 35:21,23 42:12
numbers 37:13

o

object 41:5 54:10 55:10
objected 18:22 19:3
objecting 54:13
obtains 53:4 57:18
obviously 12:4 19:10 56:5
october 2:10 10:1,12 20:13 23:23 25:8,11 26:17 27:4 28:7
offer 7:2 27:18 27:19 31:5,7,9 32:5,16,22 33:3 34:5,7,16 36:4,13,25 38:3,13,17 39:24 40:16 46:12 48:21,23 48:25 49:3,9 49:13,21,25 50:4,5,7,8,9,22 50:23,24 51:10 51:12,14,14,17 51:19,19,23,23 52:4,5,6,7,25 53:13,16,21 54:1,2,3,7,23 55:2,7 56:4,7 56:19 57:2,13 57:22 58:1,6 58:13,19,24 59:1,16,18,20
offers 6:4,11,24 7:6,7 49:23 51:3 58:2,14 58:15
offices 1:12
oh 9:18 43:19 60:15
okay 4:18 8:25 14:5 15:13,23 16:13,17 17:3 17:15 21:9 22:8,9,15,16 23:6,18 26:2 32:18 38:23 42:10 46:14 47:2 48:5,6,6 48:12 56:12 60:11,15
once 46:19
ones 7:13
ontario 1:2,8 1:20 5:2,5 6:6 7:19 8:13 13:16
open 53:1 54:23 57:14
opportunity 54:5,10,16 57:22 58:18
oppose 14:24
opposed 18:3
oral 11:3
order 2:14 13:12 17:1 19:17 20:7,10 27:21 37:12 57:23 58:20
originally 9:8
owned 7:24
owner 11:17
owners 9:9
ownership 11:4

p

p.m. 60:17

page 2:2 21:10 21:15,16 22:6 22:8,10,14 24:19,24 28:24 28:24 30:5,7 32:2,5,6,8,8 33:25 34:7 35:18,19 37:2 37:12,15,24,25 38:19 40:7,7 41:17,23 46:7 47:9,10,10,11 47:12,15,17,18 47:21,24 48:3 48:4 52:23 54:21 58:7 59:17
pages 2:23 3:1 3:4 36:24 37:1 37:11,16 38:2 47:19,23 48:6
pagination 22:12 28:24
paid 20:18 24:1
paliare 1:16,22
panel 47:9
paperwork 19:25
paragraph 5:10,17,19 7:10 11:1,8 20:15 23:22,24 25:10,10 31:5 36:22 41:23 43:5 44:2,8,9 46:4 47:7 59:16,17
paragraphs 30:17 42:4 43:2,11 47:6 53:20
paraphrasing 54:23
parcels 13:15
part 19:13 21:22 35:22
participated 34:9
participation 46:1
particular 16:11 20:14 28:23 41:23 44:7 46:8
parts 34:21
past 50:16 51:6
paul 6:3 31:13 31:14
pause 20:23
pdf 21:16 22:6 22:13,13 24:19 24:24 28:24 32:2 35:19 37:24,25 38:19 48:3 52:22
pending 57:23 58:19
percentage 9:11
period 5:21,23 6:9,23
person 11:21 12:3 15:10
phrase 56:20
pick 31:25
picked 37:9
play 55:16
please 4:5,9 6:20 9:14 10:4 10:5 15:14,16 20:8 22:16 27:3 30:15,18 30:19 34:12 36:19 41:24 42:4,6,25 46:21 52:2 60:2
point 21:3 27:11,14 45:24 53:5 56:17
pointed 26:8
position 19:11 19:12
possible 18:13 18:14,15,25 19:9 35:7,9 36:7,9,10,14
post 25:9
potentially 54:10
power 8:18
predates 25:17
predecessor 13:13
preferable 52:1 52:8
preparation 36:4
prepared 38:7 38:16,21 39:17 41:12
preparing 36:12 38:3
present 1:22
previous 49:23 58:2,4,14,15
previously 8:15
price 23:16 50:14,17,20
prior 7:20,23 7:25 26:1,8 51:3 53:13 58:12 59:6
probably 15:10
problem 5:4
proceed 19:6 49:5 55:5 57:5 57:24 58:20 59:19
proceeding 14:24 45:7,17 45:21
process 34:9 43:7,12,17

45:9,10 46:1,4 50:25 52:17,18 57:9,10 58:3,3
properties 6:12 6:25 7:13,17 11:22 12:3 18:23
property 7:15 8:8,9,13 9:8 10:18,23 11:5 11:18,25 12:10 12:16,20 13:15 13:23 14:1,1,3 14:9,25 16:3 17:21 18:18,23 19:21 20:4 23:15 29:3,22 31:6 36:5 43:8 43:18 44:19 46:10 48:23 49:5
propose 39:24 59:25
proposed 20:16 20:25 23:25 24:6 25:12,14 26:13,16,20 27:3 28:5,13 28:16 30:6
proposing 55:9
provenance 24:22
provide 58:18
provided 43:11
public 25:21 26:8,21,23 28:19 44:23
pull 4:8 9:13 12:23 14:15 16:9 17:4 19:16
purchase 6:5 6:12,25 11:25 16:2 17:10 18:5 23:10 24:8 25:6,9,16 27:7 28:3 31:5 31:15 33:6,10 33:23 36:5 38:14,18,20 39:14 46:10 47:3 48:23 49:5 50:13,17 51:25
purchased 9:9
purchaser 22:1 23:13 26:7,9 30:6 53:1 57:14
purchaser's 50:8,23 51:14 51:19,23 52:6
purchasers 35:5
purchases 9:10
purpose 58:17
put 7:2 14:22 16:1,6 18:1 24:5 25:21 33:16 38:4 39:3,23 43:22 53:16,16 54:4
putting 26:12 54:9

q

question 6:19 14:6,7 23:6,8 25:1,3,4 26:18 27:1,2,9,16 29:11 32:6,20 33:15,19,22 34:24 36:3,8 38:12,13,16,25 39:5,6,10,11,12 39:25 40:2,3,6 40:10,11,17,20 40:22,24 41:1 41:6 42:25 46:21 48:17 49:15,19 50:3 50:4 51:6,7,8 51:15,16 53:23 53:23 54:6,10 54:16,20 55:9 55:12,20,22 56:2,13,16 57:1 59:1,4,22
questions 10:7 30:16 42:5 58:5 60:7,8
quite 45:5,23
quote 20:25

r

r 3:4
rather 17:25
read 10:8,9 31:20 34:14 39:19,21 42:21 42:23 45:18 46:23,25 53:13 53:14 58:1,7 58:11 59:5,9 59:14
reading 42:1
reads 52:24
really 7:23 53:23 59:12
reason 18:1,2 35:8 36:10,13 53:5 55:8 57:19 58:22
recall 17:4
received 29:5 29:14
receiver 1:15 2:11,15 6:7 7:1 8:17 13:8,14 13:18,23 14:8 16:2,10 17:18 18:10,19,22 19:20 21:7,8 21:13 22:3

23:13 24:18 26:5 29:2,4,20 31:17 33:7 34:10 36:19 38:7,15,22 39:2,15,17 41:13,16 45:17 47:4 48:18,22 48:24 49:1,4,9 49:9 50:6,9,22 51:13,18,22,24 52:5 53:1,4,7,9 53:25 54:3,24 55:3,4,10,13 56:7 57:3,4,15 57:18,21,24 58:18
receiver's 12:24 13:17 14:24 18:4 20:4 22:21,24 24:15,23 31:1 44:18
receivership 15:6
recently 30:14
recollection 18:11 36:11
recommend 52:17
recommendat... 51:24 52:7
record 4:6,11 4:13 11:23 17:16 22:3,12 24:16,16,17,21 24:23 25:5,21 25:23,24 26:5 26:8,21,23 28:19 32:1,11 35:14,17 37:9 37:23 40:18 41:4 44:23 60:2,4
record's 27:2
refer 5:18 7:14 8:14 58:23
reference 7:15 25:14 26:12,13 26:16 32:13 45:25 52:22
referred 7:6 8:12 18:6 27:4 59:16
referring 6:15 8:3 20:25 22:11 26:15 28:16 30:17 37:24 43:21 58:24 59:1
refers 25:12 27:18
reflected 19:13
refusal 24:25
refusals 3:4
refused 40:19
regarded 2:19
regarding 11:4
relationship 9:5,7
relief 19:5,7
remember 8:5 13:3 14:21 17:14 18:7 19:6 20:1,2,6 29:23 30:4 31:10 35:6 46:24 53:12 58:12 59:5,10
remote 54:14
removal 34:25
removed 34:6,7 34:8,21 36:24 53:20
repeat 7:21 37:8 51:15 52:2 54:11
repeated 28:9
rephrase 33:14 33:19
report 2:11,15 12:25 13:8 16:10,13,14,16 16:24 17:18 18:10 21:6,8 21:13 22:21,24 23:5 39:2
reporter 36:16
representation 6:16,17,18
representations 6:10,14
representative 1:24
representatives 36:19
reputation 6:16
requested 28:15
respect 14:9 17:1 19:21 29:21 46:3 55:14
respondents 1:9
response 15:5 27:8 30:25 36:8 40:15
restate 40:25
restricted 55:14
restructuring 1:15 12:25 13:12,14 23:10 24:9 27:7 28:3
result 56:21
retained 6:3
return 41:21
returning 57:12
review 30:17 34:20 42:4 43:2 46:16 50:22 52:5,6

reviewed 18:11 29:5,14,17 33:5 35:4 36:6 36:11,23,25 38:2 41:8 47:2 49:25 51:22
reviewing 42:8
revised 52:25 54:23 57:13
right 4:24 5:14 6:7,12 9:3 11:23 13:24 18:15,19,24 20:2 22:9,10 22:21,23 23:16 23:19 28:9 29:22 30:2 33:7,9,12 35:24 36:9,14 39:4 41:7 43:13 47:5 48:24 49:6 50:24 52:1 54:8 55:23 59:13
roland 1:16,22
rooney 6:3,10 6:24 7:5,8 31:14,17 32:23 32:25,25,25 46:9 49:3
rosenberg 1:16 1:22
rothstein 1:16 1:23
rules 51:4 52:13
ryan 1:15 2:4 4:2 9:19 10:6 11:24 14:13 15:7 16:6 19:2 21:4,18 26:7 27:17 29:8 30:7,14 32:12 35:14 37:4,17 37:18 38:24 40:21 42:14,19 42:25 43:21 46:12 54:15 59:22

s

sale 8:18 11:25 14:3,7,25 16:2 16:3 17:10 18:5 20:4,16 20:18,25 23:10 23:25 24:2,6,8 25:7,10,12,14 25:16 26:13,16 26:20 27:3,7 28:3,5,13,16 29:3,21 30:1 31:1,15 33:6 33:10,23 38:15 38:18,20 39:14 44:19 46:10 47:3 51:25
sales 43:7 46:1 46:3
saying 18:8 36:9,10 42:12 45:16 51:1 55:13 60:13
says 19:9 25:13 53:6 54:22 57:13 59:12,18
scene 44:11 45:4,14,19,22 46:3,3
schedule 32:10 34:8,14 35:4 35:11 36:23 37:14,17,18,20 37:21
schedules 34:16 50:1
screen 7:11 9:25 17:9 22:1 38:19 41:7 54:21
scroll 31:22 42:6 48:11,11
scrolling 21:5 37:2 42:22,24
sec 21:20,24 22:15
second 19:3 20:15 21:13,19 23:24 31:20 38:23 40:5,21 48:11 60:10
section 34:7
sections 34:15 40:7 49:25
security 14:1,4 14:6
see 4:16 14:16 17:4,9 19:4,6 19:12 23:18,23 29:1 31:4,9,13 32:9 42:21,23 44:13 47:14,25 48:1 54:12 55:24
seeing 23:20
seeking 25:13 29:20 55:13,19
seen 23:12
sell 13:21 18:23
selling 8:17
send 27:22 49:3
sending 7:7 27:20
sent 7:8 31:17 33:7 46:17 47:4 53:11 55:2,7 57:3
sentence 20:15 23:24
september 21:14 23:19 24:10,13 25:7 25:15,15,20,20 27:6,6 28:2

38:6,14 39:16 44:13 45:5,7 45:23
served 25:22,23
set 19:8 20:21 24:4
sets 11:19
seven 48:5
shah 1:15 2:4 4:2,3,14 6:21 7:9 9:1,22 10:13 12:6 13:9 14:14 15:8,12,15,19 15:24 16:8,15 16:19,24 17:7 19:15 20:11 21:6,10,22 22:2,10,17,22 23:2 24:12,25 25:4,22 26:11 26:24 27:22,25 28:11,20 29:12 30:18,23 32:15 32:19 33:4,18 34:17 35:1,12 35:16,22 36:1 36:18 37:7,22 39:6 40:9 41:3 41:20 42:16 43:3,23 45:1 46:5,13,15 47:1 50:12 54:11,18 55:21 56:23 57:11 59:24 60:5,12
shortly 29:8
show 44:9 47:8
showed 24:8 47:6
showing 9:25 17:16 19:19 35:11
shown 36:17
signature 31:19 31:23,24 32:4 48:10 61:7
signed 31:21 52:25 57:13 58:9 59:18
simion 1:11 2:3 4:7 8:23 14:12 27:12 29:10 54:12,16
simion's 21:20
simplicity 5:17
six 47:10
sixth 2:15 21:8
skill 61:5
sold 18:19,24
sorry 5:6 7:21 9:19 19:2 21:18,19,19 24:14 26:25 27:12 28:11 35:10,10 40:5 40:21 47:19 48:16 54:8 60:11
speak 44:23 59:12
specific 6:15,20 11:25 53:24
specifically 34:6,15 54:6
spent 10:9
spoiling 42:2
standard 38:6 38:21 39:16
starts 48:2,3
state 4:5 56:3
stated 17:24 30:7
stenomask 61:4
stephens 1:5 20:17,20 24:1 24:4
steps 18:22
structure 52:14
student 1:22
stuff 33:17
subject 11:11
submitted 32:17,22,24 33:23 34:16 38:3 45:12 48:18 50:5 51:9,12,17 52:4 53:21 54:7 56:4 59:2
submitting 48:21
subsequently 28:14
suggest 40:8
suggestion 45:22
superior 1:2 49:10 50:7,10 50:19
support 16:25
supposed 52:10
sure 5:9 12:21 13:3 20:2 25:3 27:1 29:16 30:3 31:20,22 33:19 43:4 46:25 50:13,25
swore 4:9,19,22 20:13 30:10,25 43:15
sworn 2:7,9,12 2:16 9:20,25 10:11 15:11,21 30:21
system 52:15

t

t 1:4 2:23 27:22
take 10:15 11:11 16:11 20:14,23 23:21 26:19 27:8,19 28:10,17,21 30:10 46:6,19 52:19 53:25

55:1 59:25
taken 1:11
talking 11:6
tanenbaum 36:17
tannenbaum 1:24
tdb 1:15 12:24 13:12,13 23:10 24:9 27:7 28:3
tell 20:1 21:4 26:22 31:25 51:1,2
template 34:6 38:7,21 39:9 39:11,17 40:8 40:11,13 41:12
ten 8:6,7,9
term 20:21
terminology 39:1
terms 7:5 11:12 11:21 19:10 20:19 24:3 27:1 44:22
text 44:9,10 52:24 54:21 55:24 58:18,22
thank 7:10 9:23 22:18 27:24 36:20 60:16
thing 33:15
things 8:1 29:2 51:3
think 5:7 6:14 8:16 12:1 15:3 15:4 30:14 37:1,11,11 44:21 45:25 47:20 53:22 59:21
thinking 18:17 51:12,18
thinks 51:2
thought 53:9
time 6:23 10:8 10:9,9,15 12:8 12:14 13:17 15:6 18:17 19:7,12 23:15 23:16 29:16 30:17 35:2 38:16 40:18 43:15,24 44:4 44:24 46:18 50:5 51:9,12 51:16,22 52:12 53:11,18 55:7 56:4 57:2
times 57:10
title 11:11
today 44:17
top 22:9,10 28:23
toronto 6:6 7:15,17 8:9 10:18,23 11:5 11:5,11,17 12:9,16,20 13:14,23,25 14:9,25 16:3 17:21 18:18 19:21 20:4,16 21:1,25 22:5 23:12,25 24:7 26:7,9 27:4 28:2,6,14 29:3 29:21 31:2,6 33:11 34:3,20 35:4 36:5,12 38:5 40:3 41:9 43:8,18 44:19 46:10 48:23 49:5,11 50:7,8 50:23 51:14,19 51:23 52:6
traced 24:22
transaction 17:2 29:3,21 30:1 55:5
transcript 27:21
transcription 61:4,9
transcripts 60:14
treated 52:15
trouble 5:7
true 4:23 5:20 45:6,23 61:3
trustee 1:24,24
try 59:22
trying 25:2
turn 17:19 20:12
turning 18:9
two 47:19 60:1

u

u 2:23 3:1 26:19 27:10,17 27:22 28:17
under 3:1 8:17 26:20 27:9,19 28:8,10,12,18
understand 8:2 20:24 25:3 27:15 38:11,12 39:22 46:24 50:6 53:14 55:11 56:6 57:2 58:11,12
understanding 14:2 20:19 21:2 24:3 34:1 38:5,8,17 39:12 40:2,12 40:14 41:11,11 43:6 50:4 51:9 51:21 52:4 53:11,15 55:6 56:3 58:21
understood 12:9,15,19 23:17 29:19,25

39:14 43:12 49:8,12,20,22 50:21 53:7,25 54:19 55:2 57:21 59:8
undertaken 43:7,13,17
undertaking 28:4,15
undertakings 2:18,23
unfair 6:19 39:5
use 39:22
used 34:5 39:1 40:24 56:25,25

v

vague 56:20
valid 48:23
venture 11:17
verbal 9:11
veritext 1:13
version 22:23
vesting 17:1 19:17
video 41:24
videoconfere... 1:12
view 43:11 45:13
viewed 11:16

w

w 1:4
wait 60:6
want 18:18 21:1 26:3 33:14,16 39:3 40:6 41:18 47:25,25 52:19 54:9,16 58:8 59:16,22
wanted 33:2 53:9 54:4 55:4
way 5:19 34:2 37:15,19
we've 11:23 34:20 44:16,21
went 41:24
willing 59:19
wish 42:7
witness 8:25 19:9,20 22:25 26:3,22 27:11 27:14 29:11 32:18 33:2 34:13 36:21 37:6,19 38:24 39:3,12 42:23 43:1 46:2,22 57:8 60:9
word 39:8 56:25,25
words 40:24 56:18
worked 17:20 34:19
works 52:16
worries 9:23
writing 9:12 27:21,23

y

yeah 8:22 15:13,13 18:25 23:17,20,20 26:2 28:8,9,17 29:8,17,24 31:20 32:25 33:2,3 35:14 35:17 37:2,6 37:21,21 42:11 42:22 46:18 47:11 49:12 54:4 60:12
year 23:4
years 8:4,6,7,9

Court File No. CV-23-00701672-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

(**COMMERCIAL LIST**)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

and

CONACHER KINGSTON HOLDINGS INC. and 5004591 ONTARIO INC.

Respondent

AFFIDAVIT OF SIMION KRONENFELD

I, **SIMION KRONENFELD**, of the City of Toronto, MAKE OATH AND SAY:

1. I am a director of 1001079582 Ontario Inc. ("100 Inc."). I was instrumental in the assembly of the five properties on Islington Avenue in Toronto (2849, 2851, 2853, 2855 and 2857 Islington Avenue, hereinafter the "**Toronto Property**") and developed these Properties over a number of years.

2. As such, I have personal knowledge of the facts and matters hereafter deposed, save and except where same are stated to be upon information and belief, and where so stated, I verily believe same to be true.

<u>December 6, 2023 (date of Appointment Order) to December 2, 2024 (day before 100 Inc.'s first offer to purchase.</u>

EXHIBIT 1 -

3. To provide the court with a motion record of relevant documents in chronological order, I have attached hereto, in chronological order: 1) copies of the Receiver's documents which 100 Inc. received for the first time when they were attached to the Receiver's Sixth Report served in June 2026, and; 2) copies of documents which the Receiver omitted to include which are part of the chronology of events. A review of these documents in date order assists in understanding the facts, actual offers made by 100 Inc. (ie. the proposed agreement of purchase and sale which was never accepted by the Receiver before it was withdrawn), as well as the extensive delay past the date of December 16, 2024 when the Final Sales Process was supposed to be decided.

4. The Sixth Report is confusing, and could be misread, with respect to: the references therein, both defined and undefined, to "Sales Process", "sale process"; references to the "Template APS" which was never provided to 100 Inc.; and the inaccurate statements that the defined "Sales Process" was "continued" by the Sales Process Order (para23.2 of the Sixth Report) and later "extended by the Court of Appeal" (para 27.2 of the Sixth Report).

5. Below I attempt to eliminate this confusion by using the following two terms, in date order: 1) **Schedule D Sale Procedure**; 2) **Final Sales Process.**

6. The Schedule D Sale Procedure, which may have been agreed to by the other bidders, and which was a contractual erm of the Toronto APS, predates 100 Inc.'s involvement in submitting a bid. The Receiver never took the position that the Schedule D Sale Procedure applied to 100 Inc., or any bidders who did not sign an agreement agreeing to be bound by the Schedule D Sale Procedure, until the Receiver served its 6th Report on

June 8, 2026, which report is focused on justifying the Receiver's attempt to seize 100 Inc's deposit. I describe the Schedule D Sale Procedure not because it applied to 100 Inc., but to explain why it did not apply to 100 Inc. Below is set out the fact that the Schedule D Sale Procedure did not apply to 100 Inc. – and would not apply to any other bidder who did not sign the Acknowledgment agreeing to the terms of the Schedule D Sale Procedure.

7. The only relevant document regarding the Schedule D Sale Procedure is the "Acknowledgement" attached to schedule D which must be signed by a potential bidder if the bidder agrees to be bound by the terms of the Schedule D Sale Procedure. For example, the Toronto APS signed by the Toronto Purchaser contains an Acknowledgment accepting the term of schedule D to that agreement. In contrast, 100 Inc. had not been made aware of the prior Schedule D Sale Procedure (which had already expired), had not participated in that expired Schedule D Sales Procedure, and none of the five offers from 100 Inc. contain a schedule D nor did 100 Inc. sign an Acknowledgment. There is no document (court order or otherwise) which 'continues' or 'extends' the Schedule D Sale Procedure. Nor is there a document (court order or otherwise) which states that a bidder has agreed or must agree to the Schedule D Sale Procedure.

8. The only relevant document regarding the Final Sales Process is the December 10, 2024 Order of Justice Black which defines the terms of the Final Sales Process. There is no document (court order or otherwise) which states that a bidder must continue to participate in the Final Sales Process, participation is optional and as is a decision to cease participating.

9. The following is a summary of the relevant time periods regarding the **Schedule D Sale Procedure** and the **Final Sales Process:**

First, for the period ending on October 7, 2024: The "**Schedule D Sale Procedure**" is the sale process proposed by the Receiver to compliant bidders (not 100 Inc.) during the period leading up to the October 7, 2024 Toronto APS[1]. The Toronto APS contractually sets out the agreement between the Receiver and the Toronto Purchaser to the terms of the Schedule D Sale Procedure. This sales procedure was not imposed, it was not mandatory, it was not imposed by a court ordered sales process order and was in any event not accepted by 100 Inc, when 100 Inc. made its offers in December 2024. The Receiver did not, in response to any of 100 Inc's five offers sent after December 3, 2024 propose that 100 Inc. agree to the Schedule D Sales Procedure.

The Sixth Report of the Receiver misdescribes this **Schedule D Sale Procedure**, or sales process, as having been "continued" or "extended", in fact it was not "continued" or "extended". This is clear from a simple comparison of: a) the terms of the **Schedule D Sale Procedure** accepted by the Toronto Purchaser in Schedule D of the Toronto APS (Exhibit 2 hereto) with b) the terms of the Final Sales Process set out in the December 10, 2024 Order of Justice Black;

Next: When 100 Inc. came on the scene after the expiry of the bid deadline of September 26, 2024, in each and every offer of 100 Inc including the Final Offer which is the subject matter of this motion, 100 Inc. expressly deleted, and did not agree to or incorporate into its offers, the terms of the **Schedule D Sale Procedure** and each deletion was replaced

[1] Exhibit 2 hereto, the last document in Exhibit 2

with the words "intentionally deleted"**.** When 100 Inc made its five offers, 100 Inc. had not received the Template APS[2]. However, 100 Inc. did have a redacted copy of the Toronto APS dated October 7, 2024 (which was included with the Receiver's November 25, 2024 Motion Record, Exhibit 2 hereto) which included the Schedule D Sale Procedure as a term of the prior **accepted** offer in the Toronto APS;

Next, starting December 10, 2024: **Final Sales Process** is a defined term in the December 10, 2024 order of Justice Black regarding a further auction process with very precise and delineated terms as set out Justice Black's order dated December 10, 2024, (herein I will use the Receiver's defined term for this order, the "**Sales Process Order**"). The terms of the Final Sales Process do not reference or incorporate any of the terms of the Schedule D Sale Procedure. Importantly, the terms of the Final Sales Process do not state that offers/bids must be irrevocable. The Receiver did not request a term that offers must be irrevocable. The only operative sale process or procedure after December 10, 2024 is the sale procedure expressly set out in the Final Sales Process defined in the December 10 Order. On December 10, 2024 Justice Black did not approve of the 100 Inc. offer dated December 6, 2024[3]. His honour granted the alternative relief proposed by 100 Inc. set out in paragraph 79 b) of 100 Inc.'s Aide Memoire, the terms of which were later (in March 2025) set out in the issued Sales Process Order of Justice Black dated December 10, 2024. After December 10, 2024 the only operative sales process was set out in Justice Black's December 10, 2024 Order – which the Receiver later unilaterally sought to vary, as set out below.

[2] Appendix G of the Sixth Report
[3] Exhibit 7 hereto

December 10, 2024 to December 16, 2024 at 5 PM: The time period covered by the **Final Sales Process**, as defined in the December 10 Order starts from the receipt of the endorsement of Justice Black on December 10, 2024 and ends on the bid deadline, defined in the order as: "Bid Deadline" means December 16, 2024 at 5:00 PM E.S.T."

10. The following is a summary of the time periods and unilateral decisions of the Receiver, purporting to create a new and different auction process from the process set out in the Final Sales Process. The Receiver made these decisions in response to the conduct of the Toronto Purchaser of: 1) not delivering a bid pursuant to the terms of the Final Sales Process and, 2) delivering a Notice of Appeal served at 3:54 PM on December 16, 2024:

December 16, 2024 to October 24, 2025

From the Date of Receipt of 100 Inc's Final Offer on December 16, 2024, served before the expiry of the bid deadline of 5 PM in the Final Sales Process, until 100 Inc. provided notice of its withdrawal of offer more than 10 months later on October 24, 2024, the Receiver did not accept 100 Inc's Final Offer.

The Receiver did not accept 100 Inc.'s offer despite the fact that the terms of the 100 Inc Final Offer expressly stated (by, inter alia, revising the terms set out in the Toronto APS in paragraph 2.15, 4.1, 4.3, 5.1 and deleting Schedule D) that the Receiver had to "accept" the 100 Inc. Final Offer in order for there to be any agreement between 100 Inc. and the Receiver.

December 23, 2024

The Receiver took the position, in a letter of December 23, 2024[4], that the Final Sales Process in the Sales Process Order dated December 10, 2024 was "stayed". The Receiver did not communicate, and appears not to have decided, that the stay extended the bid deadline of December 16, 2024 at 5 PM set out in the Sales Process. The Receiver did not disclose if other bidders had submitted a bid before the December 16, 5 PM deadline, nor did the Receiver communicate its position in paragraph 23.2 that "there remained approximately 1 hour" in the sales process under the Final Sales Process. In fact, time kept ticking, the hour elapsed, it did not "remain". 100 Inc. was not asked, nor did it agree, what the consequences would be if the Receiver sought to unilaterally extend the bid deadline to one hour after 5 PM on December 16.

Further, neither the Receiver nor the Court stated that a "stay" of the December 10, 2024 order stayed or had any impact on 100 Inc.'s ability to conduct business in the normal course, such as revising or withdrawing its Final Offer. Although, the December 10, 2024 Order was "stayed", 100 Inc. was not "stayed" or restricted from acting at all, including by withdrawing its Final Offer.

May 26, 2025

During, and not before, the hearing at the Court of Appeal on May 26, 2025, the Receiver requested (see paragraph 52 and 53 of the CA Decision[5]) a revised bid process by seeking approval of the Court of Appeal that the bid deadline in the Final Sales Process of 5 PM on December 16 be extended 48 hours. As set out below, it was not revealed that the

[4] Exhibit 14 hereto
[5] Exhibit 23 hereto

Court of Appeal had created this new auction process of an extended 48 hours, until the Court of Appeal released its decision five months later on October 27, 2025.

October 27, 2025

With the release of the Court of Appeal's decision on October 27, 2025, the bid deadline under the Final Sales Process was extended by 48 hours.

11. I will now provide a detailed chronology of events and have attached the relevant documents in chronological order.

12. The terms of the Final Sale Process do not refer to or contemplate the impact of an appeal

13. In the first part of my affidavit I will address the time period in this receivership before December 3, 2024, a period when 100 Inc. did not have any involvement in any bid to purchase the Toronto Property. 100 Inc. submitted its first offer to purchase on December 3rd , 2024.

14. During this time period, and indeed at all times in this matter to date, the Receiver did not obtain a court order (neither a 'sale process order' or 'sale procedure order') regarding: 1) the terms of the sales process being conducted by the Receiver, or; 2) the terms (mandatory or otherwise) of any bid submitted by a bidder.

15. Thus, there is no court order in this matter which orders that, for example, any bid/offer to purchase "must be irrevocable".

16. 100 Inc. was not involved whatsoever in the time period, events or documents, described in paragraphs 9.2 to 25.2 of the Sixth Report, covering the period from the start of the Receivership (December 6, 2023, paragraph 9.2) to December 2024 (paragraph 26.2).

17. As set out below, 100 Inc.'s non-involvement in these events/documents had a significant consequence regarding 100 Inc.'s first offer of December 3, 2024 and all subsequent offers, because the fact was that, by not participating in the bid process, 100 Inc. was a non-compliant, bidder. As set out below, the Receiver in its factums and reports submitted to the Court that 100 Inc was a non-compliant bidder. The Receiver knew that 100 Inc. had not followed the Schedule D Sales Process.

18. Specifically:

a) 100 Inc. had no involvement in the "Sales Process" defined in paragraph 11.2 of the Sixth Report;

b) 100 Inc. was not one of the "interested parties" who were invited to execute, or who executed a "Confidentiality Agreement" (para 12.2 of the Sixth Report, Appendix "E");

c) 100 Inc. did not receive any of the "e-mails" "sent [by Colliers] to Colliers distribution list of approximately 3000 parties" (para 14.2a(2) of the Sixth Report);

d) 100 Inc. did not request or obtain access to the data room (para 14.2 (b)2 of the Sixth Report);

e) 100 Inc. did not receive any of the "correspondence to potentially interested parties" (para 15.2 of the Sixth Report);

f) 100 Inc. was not one of the "parties wishing to submit an offer to purchase the Toronto Property"[6] and consequently;

g) 100 Inc was not aware of, nor provided with "a template agreement of purchase and sale", attached as Appendix G to the Sixth Report; (para 15.2 (a)2 of the Sixth Report). As set out below, 100 Inc. first received a copy of the Template APS when it was delivered in June 2026 as an appendix to the Sixth Report;

h) 100 Inc was not aware of, nor notified about the June 3, 2024 "deadline for parties to submit offers to purchase the Toronto Property" (para 15.2 (b)2 of the Sixth Report).

19. The language in Paragraph 16.2 of the Sixth Report is imprecise and could, as a result, lead to a misunderstanding of the facts in this matter. This paragraph is only accurate if the term "parties" refers only to "parties" who receive a copy of the Template APS. Since 100 Inc. was not provided with a copy of the Template APS, 100 Inc. did not receive any "notice of the rules and procedures governing the Receiver's Sales Process in the form of a schedule [ie. Schedule D] appended thereto." (paragraph 16.2 of the Sixth Report).

[6] (paragraph 15.2(a)2 of the Sixth Report

20. The first time 100 Inc. received notice of the terms of the Template APS was on June 8, 2026 when the Receiver served the Sixth Report of the Receiver, which attached the Template APS as Appendix G to the Sixth Report.

21. The following statement in paragraph 15.2 of the Sixth Report does not apply to 100 Inc:

> 15.2 In correspondence to potentially interested parties, Colliers advised that:
>
> (a)2 Parties wishing to submit an offer to purchase the Toronto Property were required to submit an offer in the form of a template agreement of purchase and sale (the "**Template APS**"). A copy of the Template APS is attached hereto as **Appendix** "**G**";

22. Specifically with respect to paragraph 15.2 of the Sixth Report, in addition to the fact that 100 Inc. did not receive the "correspondence to potentially interested parties" from Colliers, the following facts bear out that paragraph 15.2 is not accurate if it was intended to refer to 100 Inc:

a) 100 Inc. was never advised by the Receiver that it was "required to submit an offer in the form of [the Template APS]";

b) Each of the five offers submitted by 100 Inc, on or after December 3, 2024, including its Final Offer (defined in paragraph 17.2 of the Sixth Report) dated December 16, 2024[7], did not comply with the form of the Template APS and contained material revisions to the Template APS;

[7] Exhibit 12 hereto

c) The Receiver did not, before submitting its case in the Sixth Report (sent in June 2026 seeking to justifying its attempt to seize 100 Inc.'s deposit), assert that 100 Inc. had failed to comply with any obligation to adhere to the terms of the Template APS or that it was required to;

d) During the December 10 2024 hearing before Justice Black, and in its submission to the Court of Appeal, the Receiver did not disclose in any of its court material, the view now stated by the Receiver, that 100 Inc's offer[8] did not comply with the terms of the Template APS, or that there was any obligation on 100 Inc. (or any other bidder) to comply with the terms of the Template APS;

e) The alternative recommendation of the Receiver before - Justice Black on December 10, 2024 and repeated before the Court of Appeal at the May 26, 2025 Court of Appeal hearing – was that it was appropriate for the Receiver to consider approving 100 Inc's Final Offer, an offer which by its very terms did not adhere to the terms of the Template APS and which expressly deleted the terms of the Template APS which required that a bid be irrevocable, and replace those terms with the terms "**intentionally deleted**";

f) Specifically, each and every offer from 100 Inc., including its Final Offer dated December 16, 2024[9], expressly deleted the following language in the Toronto APS[10], which is identical to the following language in the Template APS quoted in paragraph

[8] Exhibit 7 hereto
[9] Exhibit 12 hereto
[10] 100 Inc. received the Toronto APS when it was attached to the Receiver's Motion Record dated November 25, 2024 seeking approval of the Toronto APS

43.2(a)2 of the Sixth Report, an replace those terms with the words "**intentionally deleted**":

"(a)2 The Receiver's form of Template APS sets out at item #7(b) of Schedule D that "A Bid must be received by the Bid Deadline, in accordance with Section 3 above, and must be irrevocable until the date on which the Receiver obtainscourt approval of the Successful Bid"; "

23. As set out below, on June 8, 2026 the Receiver's Counsel emailed the Sixth Report of the Receiver, which contains the Template APS referenced in paragraph 15.2(a)2, and attached as Appendix G to the Sixth Report. This was the first time 100 Inc. was provided with the Template APS. With respect to the statement in paragraph 16.2 of the Sixth Report that the "Template APS provided parties with notice of the rules and procedures governing the Receiver's Sales Process in the form of a schedule appended thereto", no such notice was provided to 100 Inc.

24. Counsel has provided me, as an example of what a Receiver can do if it seeks to emphasize its desire that bids be irrevocable, and disclose to the public its request that bidders follow certain rules and procedures governing a sales process. Attached hereto as **Exhibit 32** is a Court Ordered Sales Process, granted by Justice Morawetz, which sets out a term that all competing bids must be "irrevocable" for a period of time, as follows:

"29. Any Competing Bidder {…} who wishes to become a Qualified Bidder must submit a Qualified Bid satisfying the conditions set forth below for the applicable Lease(s) and/or Real Property:

(a) it is received by the Qualified Bid Deadline;

{…}

(c) it is irrevocable until the earlier of: (i) the approval by the Court of a Successful Bid,

> and (ii) 28 days following the Qualified Bid Deadline, provided that if such bidder is selected as the Successful Bidder, its offer will remain irrevocable until the closing of its Successful Bid;"

25. The final key date regarding the sales process apparently preferred by the Receiver, during this time period before 100 Inc. arrived on the scene, is September 26, 2024, which is the final bid deadline set by the Receiver.

26. 100 Inc. was a non-compliant bidder since it did not participate in or follow the Schedule D Sale Process.

27. 100 Inc. never denied that it was a non-compliant bidder with respect to the Receiver's consideration of bids submitted on or before September 26, 2024.

28. To the contrary, 100 Inc. determined – and the Receiver advised the Court - that because it was a non-complaint bidder, 100 Inc.'s bid would need to offer a bid price 'substantially higher' than a compliant competing bid.

29. With respect to the fact that 100 Inc. was not involved in the (pre-December 2024) events described in paragraphs 19.2 to 25.2 of the Sixth Report, the fact is that:

    a) 100 Inc. did not receive any of the emails referenced in paragraph 19.2, and attached as Appendix H to the Sixth Report;

    b) 100 Inc. did not receive the email sent on Sept. 17, 2024 by Colliers, referenced in paragraph 22.2 and attached as Appendix "J" to the Sixth Report;

c) Specifically, with respect to paragraph 23.2 of the Sixth Report, 100 Inc. did not receive an "invite to submit an offer to purchase the Toronto Property using the Receiver's form of Template APS".

30. **Exhibit 1** hereto is a copy of the September 11, 2024 email[11] which set the bid deadline as September 26, 2024. This document is attached as Exhibit H to the Sixth Report, and was received by 100 Inc, for the first time, when it was included in the Sixth Report served on 100 Inc. on June 8, 2026.

31. With respect to paragraph 24.2 of the Sixth Report, 100 Inc. admits that, as set out in the Third Report of the Receiver dated November 25, 2024, the Receiver entered into the Toronto APS on October 7, 2024.

32. **Exhibit 2** hereto is a copy of the Toronto APS dated October 7, 2024 (at pages 131 to 173 of Exhibit 2). The Toronto APS is not attached to the Sixth Report. The Toronto APS is attached as Appendix F to the Third Report of the Receiver dated November 25, 2024, included with the Motion Record of the Receiver dated November 25, 2024, for a hearing returnable on December 4th, 2024, brought by the Receiver to obtain an approval and vesting order approving of the transaction set out in the Toronto APS. Exhibit 2 is a copy of pages 1 to 173 of the Third Report of the Receiver.

33. **Exhibit 3** hereto is a copy of the December 2, 2024 Factum of the Receiver, filed in support of the approval of the AVO for the Toronto APS, at the then scheduled hearing of December 4, 2024. With respect to the status of the Toronto APS as a compliant

[11] Exhibit H of the Sixth Report

bidder, the factum states in paragraphs 14 and 17 that the offer by the Toronto Purchaser was received before the expiry of the bid deadline on September 26, 2024. At paragraph 20 of this factum, the Receiver "recommends that the Court approve the [Toronto] APS".

34. 100 Inc. notes that with respect to the arguments of the Receiver in its December 2, 2024 factum regarding the issue of forfeiture of the Kingston deposit - ie. that the Receiver was willing and able to close (paragraph 48), now support the release of the deposit provided by 100 Inc. because, among other reasons, it was the Receiver who had not accepted 100 Inc's offer. Further, there was an unacceptable period of delay during which the Receiver had never communicated that it was willing to accept, or had accepted, 100 Inc's offer.

35. **Exhibit 4** hereto is a copy of the December 3, 2024 cover email, letter and attached offer of 100 Inc. to purchase the Toronto Property, for the purchase price of $3 million.[12]

36. **Exhibit 5** hereto is a copy of another offer from 100 Inc, sent on December 3, 2024 with a purchaser price of $3.3 million.

37. **Exhibit 6** hereto is a copy of the Receiver's supplementary factum, served on December 3, 2024. It is of note that the Receiver's objection to the 100 Inc. offer was that it was not compliant with the sales process, not that it failed to adhere to the terms of any Template APS (a Template APS was not mentioned by the Receiver at all).

[12] [Appeal Book, Tab 10, Exhibit 1, pg 1032]

38. The Receiver stated the following in its Supplementary Factum regarding its characterization of 100 Inc.'s offer as a non-compliant bid (bold emphasis added):

"3. The day before hearing, the Receiver received two additional offers as well as one expression of intent to submit an offer for the purchase of the Toronto Property, each of which was higher than the offer made by the Purchaser.

5. The additional offers put the following additional issue before the Court: under what circumstances should a court consider or accept **a late**, but higher **offer** from an unsuccessful bidder?

6. In an effort to assist the Court on this motion, the Receiver has canvassed the relevant caselaw in circumstances where, as here, a higher **offer is presented after the conclusion of the sales process** but before the sale approval motion.

7. The case law establishes that where the sales process was fair, the Court will only refuse to approve the existing offer where the new offer is "substantially higher" than the existing offer.

8. In this case, the Receiver is of the view that the high threshold for setting aside the APS is not met.

12. In this case, the First Factum sets out the comprehensive marketing efforts undertaken by the Receiver. The existence of the other offers confirms the reasonableness of the purchase price, since **the late offers** are only marginally (6.7%-14.2%) higher. The purchase price in the APS before the court falls squarely within the range of offers received, and **importantly, was compliant with the sales process**.

13. Finally, the overriding concern with integrity, fairness and predictability of the court ordered sales process militate in favour of the approval of the conforming, successful bid. As Justice Cumming pointed out in Re 1730960 Ontario Ltd, "[i]t is unfair and objectionable for a party to wait until another bid is made and has been accepted by the

Receiver and then to make a bid which is marginally higher and ask the Court to not approve the agreement of purchase and sale resulting from the accepted bid."7

14. Here, the Purchaser has acted in good faith and is a bona fide third party purchaser. The existence of marginally higher bids, submitted on the eve of the hearing, are not sufficient to displace the Receiver's recommendation set out in its Third Report."

39. The Receiver was correct in its Supplementary Factum of December 3, 2024 in describing 100 Inc. as a non-compliant bidder, 100 Inc. did not deny this unassailable fact. The issue before the Court was whether 100 Inc.'s non-compliant bid should, in contrast to the bid of the Toronto Purchaser which was "**compliant with the sales process**", be considered and accepted because of its higher price.

40. The Receiver's current (post June 2026) position that 100 Inc.'s deposit is forfeited because 100 Inc. was subject to and complied with the alleged mandatory terms of the alleged "Sales Process" is not only factually incorrect, but also the complete opposite of the Receiver's (correct) characterization, before Justice Black on December 10, 2024 and before the Court of Appeal at the May 26, 2025 hearing, of 100 Inc. as a bidder who sought to participate in the bid process without complying at all with any process, bid deadline or otherwise, previously proposed by the Receiver.

41. 100 Inc. participated in the bid process the same way I have participated in buying other real estate. 100 Inc. simply presented offers to purchase which it assumed were subject to negotiation or acceptance by the vendor.

42. **Exhibit 7** hereto is a copy of 100 Inc's offer, of December 6, 2024, to purchase (with cover letter from 100 Inc.'s real estate counsel, Paul Rooney), with an increased purchase

price of $3.6 million. This December 6, 2024 offer is defined in paragraph 31.2 of the Sixth Report as the "Higher Offer".

43. The following statement in paragraph 15.2 of the Sixth Report is accurate, and it is important to note that the 100 Inc. Higher Offer which was supported by several stakeholders was an offer which expressly did not provide that the offer was "irrevocable":

> "15.2 The Higher Offer was supported by several stakeholders, including Cameron Stephens Mortgage Capital Inc., the first mortgagee of the Toronto Property."

44. **Exhibit 8** hereto is a copy of the Receiver's Third Supplement to the Third Report, dated December 7, 2024 (without appendixes).

45. The Receiver stated the following in its Third Supplement to the Third Report, dated December 7, 2024, regarding its characterization of 100 Inc.'s offer as a non-compliant bid (bold emphasis added):

"18. AJGL **could have participated in the Receiver's sales process** at any time by contacting the Receiver or Colliers, but chose not to do so until the eve of the December 4, 2024 hearing, which is approximately 10-weeks past the Receiver's offer deadline of September 26, 2024 for submission of offers in connection with the remarketing of the Toronto Property.

6.1 Conclusion

30. While the Receiver recognizes that it is required to attempt to maximize realizations for the benefit of creditors, the **Receiver continues to have concerns about the integrity of the sales process if it were to allow bids made on the eve of the sale approval motion (**10 weeks after the bid deadline), **and thereafter, to be considered**

and/ or accepted.

6.2 Recommendation

32. **The Receiver's recommendation remains that the Court should approve and authorize the sale of the Toronto Property** to the Toronto Purchaser and issue the AVO requested by the Receiver in favour of the Toronto Purchaser."

46. With respect to the Receiver's June 2026 position that the terms of the Sales Process are set out in the Schedule D of the Template APS, although 100 Inc. had not received the Template APS, 100 Inc. did have (as of December 2024) a copy of schedule D to the Toronto APS (see pages 166 to 172 of Exhibit 2 hereto) titled "Sales Procedure". The sale procedure set out in schedule D of the Toronto APS is (as set out above) referred to herein as the "Schedule D Sales Procedure". This sale procedure appears to be the same as the Schedule D to the Template APS, however, I will refer to schedule D to the Toronto APS, as this is the only document 100 Inc had and relied upon regarding terms which may be acceptable to the Receiver. I say "**may be** acceptable" because the Receiver had accepted the terms of the Toronto APS. I don't know if such terms were "mandatory" in the view of the Receiver because the Receiver did not respond to, or accept, the revised terms in the Final Offer before it was withdrawn by 100 Inc.

47. Instead of obtaining a court order prescribing the terms of a bid and/or mandatory terms of any proposed offer to purchase, the Receiver elected to impose terms (governing bids and offers to purchase) only upon persons who contractually agreed to such terms, by executing an acknowledgment and agreement to the terms of the "Sale Procedure" set out in a document titled Schedule D "Sales Procedure".

48. I now assume that to obtain a copy of the terms of the "Sale Procedure", a person had to contact the Receiver or sales agent to express an interest in purchasing the property, at which point one would, presumably, be provided with a copy of the Schedule D Sale Procedure and be required to execute an Acknowledgment agreeing to its terms. 100 Inc. never contacted the sales agent and never received a copy of the Schedule D Sales Procedure.

49. The Schedule D Sales Procedure is contractual - it only applies if a bidder agrees to its terms by executing the "Acknowledgment" attached as schedule A to the Schedule D Sales Procedure. The Toronto bidder signed such an Acknowledgment accepting the term of Schedule D Sales Procedure (see the second last page of the Toronto APS at Exhibit 2 hereto). Again, the Receiver elected, by not obtaining a sale procedure order imposing the terms of the Schedule D Sales Procedure on every bidder, to have the terms of the Schedule D Sales Procedure be binding on only the contracting parties thereto.

50. The Acknowledgment[13] signed by the Toronto Purchaser (schedule A to the Toronto APS) – which was never signed by 100 Inc. or included in any offer from 100 Inc. - states:

Schedule "A"
ACKNOWLEDGEMENT

TO: TDB Restructuring Limited, in its capacity as court-appointed receiver and manager of the lands and premises described on Schedule "B" (the "Property") (the "Receiver")

RE: The sale procedure with respect to the sale by the Receiver of the Property (the "Sale Procedure")

[13] At the end of Exhibit 2 hereto

> The undersigned hereby acknowledges receipt of, and its agreement with, the Sale Procedure.

51. 100 Inc. never signed an Acknowledgement agreeing to the terms of the Schedule D Sales Procedure.

52. 100 Inc. expressly offered a contract - by not including the Schedule D Sales Procedure or a schedule A "Acknowledgment" as a term of any of 100 Inc's offers to purchase – which did not include the terms of the Schedule D Sales Procedure. Each of 100 Inc.'s offers, including the Final Offer sent on December 16, 2024, which is the subject of this motion, expressly set out that the Schedule D Sales Procedure was "intentionally deleted".

53. 100 Inc.'s offers were prepared by 100 Inc.'s counsel by revising the terms of the agreement of purchase and sale attached as Appendix F (the "Toronto APS") to the Third Report[14] of the Receiver dated November 25, 2025 (the "Third Report") – see Exhibit 2 hereto. 100 Inc. received the Third Report and attached Toronto APS as part of the Receiver's motion record, dated November 25, 2024, for the Receiver's motion returnable on December 4, 2024 to obtain an order approving the sale transaction and vesting the Toronto Property to the Toronto Purchaser, pursuant to the terms of the Toronto APS.[15]

54. 100 Inc. understood that the Toronto APS was an agreement negotiated between the Receiver and the Toronto Purchaser. Specifically, the Toronto APS contains terms which

[14] Included in the motion record at Exhibit 2 hereto
[15] The last document in Exhibit 2 hereto

are struck out (such as section 1.1(j), 5.1) and the Toronto APS references many terms which have been "intentionally deleted" as well as terms which are in red font (section 4.1 f, g, h, I, j, k, and l) and therefore appear to be negotiated terms.

55. In any event, it was appropriate for 100 Inc, and normal course when buying real estate, to propose terms to see if they are accepted – such acceptance never came from the Receiver before 100 Inc.'s Final Offer was withdrawn.

56. On December 10, 2024, as set out in 100 Inc.'s Aide Memoir, at paragraphs 79 b), 100 Inc. proposed, as an alternative to Court Approval of the December 6, 2024 offer from 100 Inc. (Exhibit 7 hereto) that the Court approve a final opportunity for persons who had submitted a bid, to submit a final bid no later than 5 PM on December 18, 2024.

57. The last three pages of 100 Inc's Aide Memoir, with the terms of the Order Requested by 100 Inc.is attached hereto as **Exhibit 9**.

58. The December 10, 2024 endorsement of Justice Black, released on December 10, 2024, is attached hereto as **Exhibit 10**[16]. His Honour accepted the Receiver's characterization of 100 Inc. as a non-compliant bidder which did not follow the sales process which the compliant Toronto Purchaser had complied with.

59. On December 11, 2024 Colliers (the Receiver's sales agent) sent notice (by email attached hereto as **Exhibit 11**) of the bid deadline (ie in the Final Sales Process later

[16] Exhibit L to the Sixth Report

defined in the Sales Process Order dated December 10, 2024) set out in the December 10, 2024 endorsement of Justice Black, as follows (with original bold emphasis):

> "Please be advised that all interested parties who had previously submitted offers or bids for 2849-2857 Islington Avenue, Toronto (hereinafter the "Property") as part of the Property's Receivership sale process are being notified that they shall have a final opportunity to submit a final bid for such Property at a purchase price that may be the same as, less than, or higher than the amount of any of their previous bids, **provided such bid is received by the Receiver no later than 5:00 pm on December 16th, 2024**."

60. On December 13, 2024, 100 Inc. submitted its fourth offer to purchase the Toronto Property. This offer was replaced by 100 Inc's Final Offer sent on December 16, 2024[17]. This offer contained the same terms of the other four offers from 100 Inc. which expressly deleted all terms in the Toronto APS which created a contractual covenant that the offer to Purchase in the Toronto APS was "irrevocable".

61. On December 16, 2024, before the expiry of the bid deadline of 5 pm in the Final Sales Process, 100 Inc. submitted its fifth and Final Offer. The cover email of December 16, 2024 at 4:27 PM, with the attached letter[18] dated December 16, 2024 and 100 Inc.'s last and Final Offer is attached hereto as **Exhibit 12**.

[17] Exhibit 12 hereto
[18] Appendix M to the Sixth Report only attached the December 16 Letter, it does not include the Final Offer, which is only, of course, signed by 100 Inc. since it is an offer which has not been accepted by the Receiver.

62. Paragraph 17.2 of the Sixth Report defines 100 Inc's last offer (attached as Exhibit 12 hereto) as the "Final Offer". It is important to note that Appendix M of the Sixth Report omits to append the Final Offer at Exhibit 12 hereto. Exhibit M to the Sixth Report only attaches the December 16, 2024 cover letter from Mr. Rooney (included with Exhibit 12 hereto). If it had been attached, one can see that (as one would expect of an offer which has not been accepted) that the Final Offer at Exhibit 12 hereto is signed only by 100 Inc. – it is not signed/accepted by the Receiver. Here is the signature line of the Exhibit 12 Final Offer:

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

TDB RESTRUCTURING LIMITED in its capacity as Court-Appointed Receiver and not in its personal capacity

Per: _____
Name: Arif Dhanani, CPA, CA, CIRP, LIT
Title: Managing Director

1001079582 ONTARIO INC.

PER _____
Name:
Title:

63. Jumping ahead in the chronology to the October 30, 2025 document attached as Appendix T to the Sixth Report, it is important to clarify that the October 30, 2025 document described in both 1) paragraph 17.2 and, 1) paragraph 29.2 of the Sixth Report as "the Final Offer" is not the same document sent by 100 Inc. on December 16, 2024.[19]

64. To clear up some confusion, I will briefly step out of the chronology. It is important to clarify that while each of: 1) paragraph 17.2, and; 2) paragraph 29.2 of the Sixth Report, use the identical term "the Final Offer" to describe the document referenced in each of paragraph 17.2 and paragraph 29.2 of the Sixth Report, the actual documents are very different. The differences are:

a) The document sent on December 16, 2024 and attached as Exhibit 12 hereto (and **not included** in Appendix M of the Sixth Report) is the Final Offer, which is **signed only by** the offeror, **100 Inc** – it is not signed by the Receiver;

b) The document which the Receiver, in paragraph 29.2 of the Sixth Report, also refers to as the Final Offer, is a different document, sent by counsel for the Receiver on **October 30**, 2025 (see Exhibit 28 hereto below). It is different because this document is now signed by the Receiver, it is this signed document by the Reciever which is attached as Appendix T to the Sixth Report. It would have been helpful if the Receiver had dated his signature when it was signed by the Receiver on October 30, 2025. Here is the signature line in the October 30, 2025 document at Appendix T of the Sixth Report, which is also included in Exhibit 28 hereto below.

[19] Exhibit 12 hereto

TDB RESTRUCTURING LIMITED in its capacity as Court-Appointed Receiver and not in its personal capacity

Per: _____
Name: Arif Dhanani, CPA, CA, CIRP, LIT
Title: Managing Director

1001079582 ONTARIO INC.

PER _____
Name:
Title:

65. I make the above point of clarification because there should be no confusion regarding the fact that the Receiver did not sign back or accept the December 16, 2024 Final Offer of 100 Inc. (Exhibit 12 hereto) until **after** 100 Inc. had withdrawn the Final Offer, by letter dated October 24, 2025 (Exhibit 22 hereto) and it was only six days later, on October 30, 2025 that the Receiver sent an email with the October 30, 2025 offer signed by the Receiver (Exhibit 28 hereto and Appendix T to the Sixth Report).

66. I now return to the chronology, December 16, 2024.

67. The Toronto Purchaser did not submit a bid before the expiry of the bid deadline at 5 pm on December 16, 2024.

68. On December 16, 2024 the Toronto Purchaser served a Notice of Appeal[20], by email at 3:54 pm, attached hereto as **Exhibit 13**.

[20] Appendix N to the Sixth Report

69. On December 23, 2024 the lawyers for the Receiver sent a letter (attached hereto as **Exhibit 14**) advising that it was the Receiver' view that the order of Justice Black (the order had yet to be issued) dated December 10, 2024 had been "stayed pending the determination of the Appeal". With respect to the statement in paragraph 20.2 of the Sixth Report that the "accordingly, the Receiver refrained from dealing with offers [until] after the Appeal was decided"; the Receiver did not state this position to 100 Inc. In any event, there was nothing in place (neither a term of a Court order nor a term in 100 Inc's Final Offer) which required 100 Inc. to 'refrain from dealing with' 100 Inc.'s Final Offer, nor did the Receiver request any such term. Participation in the further auction process set out in the Final Sales Process was voluntary. On December 16, 2024, 100 Inc. elected to participate in the Final Bid Process defined in Justice Black's December 10, 2024 endorsement. On October 24, 2025, 100 Inc. elected to stop participating in the bid process, as it was its right to decide what commercial arrangements were suitable now almost a year after 100 Inc. had submitted its Final Offer.

70. 100 Inc. was not the cause of the reason why the Receiver refused to accept, (or perhaps decided it was unable to accept) 100 Inc's Final Offer.

71. 100 Inc. did not contractually covenant in its Final Offer or otherwise, that it could not or would not withdraw its offer. Further, 100 Inc. did not contractually covenant it could not or would not withdraw its offer if the Receive advised that the Receiver was unable or unwilling to accept 100 Inc's Final Offer.

72. The real estate market, and prospects for a real estate development like the development proposed for the Toronto Property, deteriorated significantly during the period while the Receiver delayed in accepting 100 Inc's Final Offer, from and after December 16, 2024.

73. On February 12, 2025 the Toronto Purchaser (appellant) sent an email to the Court of Appeal requesting an expedited hearing date because of the prejudice caused by any further delay. The February 12, 2025 email is attached hereto as **Exhibit 15**.

74. During an exchange of communication between the Court of Appeal and the appellant (Toronto Purchaser) it became evident that the appellant had not even perfected its appeal. This communication, between Feb 12 and Feb. 19, 2025 is attached hereto as **Exhibit 16**.

75. From February 2025 until 100 Inc. withdrew its Final Offer on October 24, 2025, the viability for 100 Inc. eroded completely, as the marked further deteriorated. Also, 100 Inc.'s efforts to bring in a partner on the development were not successful.

76. On February 19, 2025, counsel for the Receiver took its first step towards the issuance of the Sales Process Order, by sending an email to counsel (attached hereto as **Exhibit 17**) with a draft order.

77. By email on February 24, 2025, counsel for the Receiver sent the draft order to Justice Black. The February 24, 2025 email is attached hereto as **Exhibit 18**.

78. By email on March 3, 2025, counsel for the Receiver sent an email to Justice Black advising that there was "some urgency to the issuance of the Order …as…the absence

of an issued order…is preventing the appellant from perfecting its appeal". The March 3, 2025 email is attached hereto as **Exhibit 19**.

79. The Receiver did not, at any time, ask 100 Inc. what the impact was of the continuing delay by the Receiver in accepting 100 Inc.'s Final Offer, nor did the Receiver ask 100 Inc. how long it was willing to wait, if at all, before 100 Inc. withdrew its Final Offer.

80. Knowing that delay was prejudicial to 100 Inc., and any market participant in a falling market, the Receiver was silent while months of delay went by.

81. The Sale Process Order of Justice Black dated December 10, 2024 was not issued until March 6, 2024. The issued Sales Process Order[21] is attached hereto as **Exhibit 20**, with the March 6, 2025 cover email from counsel for the Receiver sending same.

82. On April 30, 2025, the Receiver's counsel, by email, served the Receiver's factum for the Court of Appeal hearing. The April 30, 2025 email and factum of the Receiver dated April 30, 2025 are attached hereto as **Exhibit 21**. In the Receiver's Factum, the Receiver again stated its view that because 100 Inc. was a non-compliant bidder, only a substantially higher bid from 100 Inc. was worthy of consideration.

83. It is of note that the Receiver does not disclose in its factum that the Receiver will ask the Court of Appeal to extend the bid date of the Final Sales Process by 48 hours from the date of release of the Court of Appeal's decision. The Receiver's counsel first made this request during the hearing before the Court of Appeal on May 26, 2026.

[21] Appendix K to the Sixth Report

84. On May 26, 2025, the Court of Appeal heard the appeal and reserved. It was uncertain when a decision would be released by the Court of Appeal.

85. The language in paragraph 23.2 of the Sixth Report could lead to a misunderstanding of the timing of events and of cause and effect. To clarify, I note that it was **during**, and not before, **the hearing at the Court of Appeal on May 26**, 2025, when **the Receiver requested** (see paragraph 52 and 53 of the CA Decision) a revised bid process by seeking approval of the Court of Appeal that the bid deadline in the Final Sales Process of 5 PM on December 16 be extended 48 hours. As set out below, it was not revealed that the Court of Appeal had created this new auction process of an extended 48 hours, until the Court of Appeal released its decision five months later, on October 27, 2025. 100 Inc. was neither asked nor agreed to this 48-hour extension.

86. I have amended, by adding the underlined and bold text, the second sentence of paragraph 23.2 of the Sixth Report to clearly set out cause and effect and the timeline, as follows:

> 23. At the time that the Toronto Purchaser filed its notice of appeal on December 16, 2024, there remained approximately 1 hour in the continued Sales Process directed by the Sales Process Order. As a result **of a request by the Receiver during the May 26, 2026 hearing**, the Court of Appeal, **five months later when it released its decision on October 27, 2025**, directed that the Receiver solicit further bids for the Toronto Property for 48-hours after the Receiver gave notice to parties of the outcome of the Appeal.

87. I have already noted herein that the term “continued Sales Process directed by the Sales Process Order” is not accurate – there was no ‘continuation’, there was a Schedule D Sale Procedure utilized by a bidder who signed the Acknowledgment in Schedule D of

the Toronto APS (which Justice Black's Sales Order did not "continue") and then there was the separate, and different sales process set out in the "Final Sales Process" defined in Justice Black's order dated December 10, 2024 and issued on March 6, 2025. During the period before Justice Black's Order of December 10, 2024 I do not know if any bidders came forward or presented bids which, like 100 Inc., did not include the Schedule D Sale Procedure. I do know, however, that because there was no Court Order mandating the Schedule D Sale Procedure, that a bidder could have made such a bid and it was within the discretion of the Receiver (unfettered by a Court Order) to consider such a bid.

88. Months went by without any decision from the Court of Appeal or any communication from the Receiver. The real estate market in Toronto, and particularly the new condo market (ie. the target market for the completed development of the Toronto Property), continued to deteriorate, to the point where it was uncertain when the intended development of condominiums on the Toronto Property would become viable.

89. As set out in an email and attached letter from real estate counsel for 100 Inc. dated October 24, 2024, 100 Inc. elected to withdraw its Final Offer to purchase the Toronto Property and notified the Receiver of same. The October 24, 2025 email and letter[22] are attached hereto as **Exhibit 22**.

90. The order of events described in paragraphs 25.2 and 26.2 of the Sixth Report are out of chronological order, as are Appendix P and Appendix Q. of the Sixth Report. The correct chronological order as set out below is that **first** the Court of Appeal released its decision

[22] Appendix P to the Sixth Report

on October 27, 2025 (Appendix Q, and Exhibit 23 hereto) and then, **later**, the Receiver, sent its letter on October 27, 2025 (Appendix P and Exhibit 25 hereto).

91. If the Receiver is to describe events in chronological order, paragraph 26.2 of the Sixth Report should precede paragraph 25.2.

92. On October 27, 2025 10:30 AM, the Court of Appeal sent an email with the attached decision of the Court of Appeal released on October 27, 2025[23]. This email from the Court of Appeal is attached hereto as **Exhibit 23**.

93. It was revealed, for the first time with the release of the decision on October 27, 2024, that the Court of Appeal had granted the request of the Receiver, made during the May 26, 2025 hearing, to extend the bid deadline, as set out in the following paragraphs of the decision:

> [52] In the event the appeal was dismissed, the Receiver requested that this court revise the motion judge's order about the timeline for the re-opened auction process. As noted above, the motion judge's order provides that the auction process will run from December 10, 2024, to 5:00 p.m. on December 16, 2024. This appeal was filed at 3:54 p.m. on December 16, 2024, and the auction process was automatically stayed because the appeal was filed as an appeal as of right. According to the Receiver, there is only 1 hour and 6 minutes remaining in the auction, and the Receiver requested that this court vary the motion judge's order to extend the time to give bidders an additional 48 hours to submit their bids.
>
> [53] Consequently, I would vary the motion judge's order to allow bidders an additional 48 hours to submit bids. The 48-hour period begins to run after the Receiver has notified bidders that this court's decision has been released. The parties are also directed to contact the motion judge if any further issues arise regarding the auction process.

[23] The October 27, 2025 Decision of the Court of Appeal is Appendix O of the Sixth Report

94. On October 27, 2025, 12 noon, counsel for the Receiver sent an email[24] (attached hereto as **Exhibit 24**) which provided the following notice to (I assume) prior bidders and interested parties, as follows:

> We are counsel to the Receiver in the above matter.
>
> I attach the decision of the Court of Appeal for Ontario in the appeal of the Order of Justice Black dated December 10, 2024, which appeal decision was released today in this matter.
>
> Pursuant to paragraph 53 of the endorsement of the Court of Appeal, Potential Bidders (as this term is deined in the Order of Justice Black dated December 10, 2024 and attached hereto) have a further 48 hours from this email to submit further bids in connection with the Toronto Property (as this term is deined in the Order of Justice Black dated December 10, 2024).
>
> Further to this, if any Potential Bidders wish to improve their ofer for the purchase of the Toronto Property, the deadline to submit such an ofer to the Receiver is **12:00 PM Toronto time on October 29, 2025**. If Potential Bidders do not submit a further and better ofer by this time, then the Receiver will consider their existing bids at such time and accept the highest and best one available.

95. In contrast to the fact that 100 Inc. sent its notice of withdrawal of offer (on Oct. 24, 2025) **before** the release of the October 27, 2025 decision of the Court of Appeal, counsel for the Receiver did not respond to the October 24, 2025 notice of withdrawal of offer (exhibit 22 hereto) until **after** the release of the Court of Appeal decision on October 27, 2025.

96. On October 27, 2025, counsel for the Receiver, by email at 4:16 PM, **after** the Appeal was dismissed pursuant to the Court of Appeal decision released earlier that day, sent a

[24] Appendix R to the Sixth Report

response to Mr. Rooney, responding to 100 Inc's notice of withdrawal of offer set out in Mr. Rooney's letter of October 24, 2025. This email and letter from the Receiver dated October 27, 2025[25] is attached hereto as **Exhibit 25**.

97. On October 27, 2025 at 6:45 PM, Mr. Rooney sent a letter dated October 27, 2025 (Exhibit 26 hereto) in response to Receiver's letter of October 27, 2025 (exhibit 25 hereto). Mr. Rooney's email of 6:45 PM and attached letter is attached hereto as **Exhibit 26**. This letter is not included in the Sixth Report.

98. On October 28, 2025 Mr. Rooney sent a letter dated October 28, 2025 to the Receiver's real estate counsel requesting the return of the deposit. Mr. Rooney's cover email and letter are attached hereto as **Exhibit 27.** This letter is not included in the Sixth Report. Mr. Rooney states the following in his letter:

> "This letter is further to my letter of October 27, 2025 responding to Mr. Larry's letter of October 27, 2025 on the above-noted topic. It is settled law that an offer can be withdrawn or revoked by the person who made the offer, at any time before it is accepted by the recipient. Among other things, no such consideration was given by the Receiver to my client, and my client has now withdrawn or revoked its offer.
>
> You and your firm are holding funds in the amount of$300,000 belonging to my client. Until those funds are returned to my client, those funds must not be released to any other person. Providing those funds to any person other than my client would be a breach of trust by yourself and your firm, for which you and your firm would be responsible to my client. Failure to provide the trust funds to my client at this time may also create damages for which your firm would be responsible.
>
> Please confirm that, other than paying those funds to my client, your firm will not release any or all of those funds to any other person unless my client has independently given its prior written consent at that time to the proposed release of funds. In that respect, please contact the undersigned to make arrangements for the return of those trust funds."

[25] Appendix Q to the Sixth Report

99. On October 30, 2025 – **ten months** after the delivery to the Receiver of 100 Inc's Final Offer on December 16, 2024 (Exhibit 12 hereto), and **six days** after the delivery of 100 Inc's notice of withdrawal of offer on October 24, 2025 (Exhibit 22 hereto)[26] – counsel for the Receiver sent a letter dated October 30, 2025[27] purporting to accept the (now withdrawn) Final Offer of 100 Inc. The Receiver's email and letter of October 30, 2025 along with 100 Inc. Final Offer now executed by the Receiver[28], are attached hereto as **Exhibit 28**.

100. On October 30, 2025, real estate counsel for the Receiver emailed a letter advising that the Receiver would not release the deposit until there was consent from all parties or a court order. This October 30, 2025 email and letter are attached hereto as **Exhibit 29**.

101. On November 3, 2025 real estate counsel for the Receiver emailed a letter in which the Receiver requested, for the first time, an alleged additional deposit. This November 3, 2025 email and letter[29] are attached hereto as **Exhibit 30**.

102. On November 11, 2025 real estate counsel for the Receiver emailed a letter in which the Receiver acknowledged that the date upon which the Receiver "signed back" the December 16, 2024 Final Offer, was on October 30, 2025 (ie. after 100 Inc's Final Offer had been withdrawn on October 24, 2025). Counsel for the Receiver further alleged that non-payment of the balance of the deposit was a repudiation of the alleged "October 30,

[26] Appendix P to the Sixth Report
[27] Appendix S to the Sixth Report
[28] Appendix T to the Sixth Report
[29] Appendix U to the Sixth Report

2025 Agreement". This November 11, 2025 email and letter[30] are attached hereto as **Exhibit 31**.

103. The Receiver did not accept 100 Inc's Final Offer before it was withdrawn.

104. 100 Inc relies upon the common law that an offer may be withdrawn before it is accepted.

105. 100 Inc was careful when it prepared its offers, including the Final Offer, to ensure that the terms of its offers expressly provided that the common law was not altered by any contractual covenant or term that its offer was "irrevocable".

106. On June 8, 2026 the Receiver's Counsel emailed the Sixth Report of the Receiver, which contains the Template APS referenced in paragraph 15.2(a)2, and attached as Appendix G to the report. This was the first time 100 Inc. was provided with the Template APS. As set out above, 100 Inc. did have a copy of the Toronto APS which contained the Schedule D Sale Procedure, which is one reason why all five of the offers from 100 Inc. were careful to expressly stated that Schedule D was "intentionally deleted". I am not sure what to make of the Receiver's statement in paragraph 49.2 of the Sixth Report that "no blackline to the Receiver's form of APS was provided", other than to note that:

a) The Final Sale Process set out in Justice Black's order dated December 10, 2024, issued in March 2025, did not require delivery of any form or offer, nor did it require delivery of a blackline to any other form of offer;

[30] Appendix V of the Sixth Report

b) The Receiver had two sets of counsel, at the law firms Palaire Roland and separate real estate counsel at the firm Garfinkle Biderman and 100 Inc. was entitled to assume that a lawyer or lawyers for the Receiver read the terms of 100 Inc.'s actual offer, no doubt their billings reference reviewing and providing advice regarding 100 Inc's offers;

c) The Final Offer expressly noted that those provisions were "intentionally deleted";

d) It was the responsibility of the Receiver to review and be aware of the actual terms of the 100 Inc. Final Offer.

107. On behalf of 100 Inc. I did my best to purchase the Toronto Property from the Receiver. 100 Inc. segregated $3.6 million for the purchase when it was expected to close. 100 Inc. would have closed if its Final Offer was accepted and approved by the Court when I expected it to be approved, shortly after the expiry of the bid deadline of 5 PM on December 16, 2025, pursuant to the terms of the Final Sales Process.

108. The bid process I had bid into (ie. with a deadline of 5 PM on December 16, 2024) was no more, I tried to adjust to the changed deal dynamics. 100 Inc. would have closed if the delay had not been so extensive. The delay caused by the appeal ultimately became too costly. I tried my best for 100 Inc. to save this deal, to save my years of sweat equity and costs to develop the Toronto Property. 100 Inc. spent considerable legal fees to succeed in dismissing the appeal at the May 26, 2026 hearing. 100 Inc. would have closed (assuming the Receiver accepted its Final Offer) if we had certainty as of the date of the Appeal. From that date on the viability of the project deteriorated until, by October

24, 2024, I had exhausted any possibility of saving this deal, I had no choice but to withdraw 100 Inc.'s Final Offer.

109. 100 Inc was ultimately not successful in surviving the further and extensive delay. I understand that I do not have a claim against the Receiver for damages for the same reason why my deposit should not be forfeited, no agreement was reached between 100 Inc. and the Receiver, 100 Inc. offered and no one accepted before the deal became untenable and I had to withdraw 100 Inc.'s Final Offer.

110. 100 Inc. respectfully requests the return of its deposit.

SWORN BEFORE ME by the deponent on July 17, 2026 in the City of Bucharest Romania, before me at the City of Toronto, in the Province of Ontario, on July 17, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

Commissioner for Taking Affidavits (or as may be)

SIMION KRONENFELD

This is **Exhibit 1** to the affidavit of Simion Kronenfeld sworn by the deponent on July 17, 2026 in the City of Bucharest Romania, before me at the City of Toronto, in the Province of Ontario, on July 17, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



…….

Commissioner for taking Affidavits (or as may be)

Dale Denis

Plos, Stephanie

From: Steve Keyzer & Alex Holiff <steve.keyzer@colliers.com>
Sent: Wednesday, September 11, 2024 2:31 PM
To: Plos, Stephanie
Subject: BID DATE SEPT 26 | Approved Development Land For Sale | 2849-2857 Islington Avenue

Colliers

RECEIVERSHIP SALE

Approved Mid-Rise Redevelopment Land at Islington Avenue & Finch Avenue West

2849-2857 Islington Avenue, Toronto, Ontario

BID DATE ANNOUNCED

Thursday, September 26th, 2024 by 3:00 PM

This is **Exhibit 2** to the affidavit of Simion Kronenfeld sworn by the deponent on July 17, 2026 in the City of Bucharest Romania, before me at the City of Toronto, in the Province of Ontario, on July 17, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



.....

Commissioner for taking Affidavits (or as may be)

Dale Denis

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. and **5004591 ONTARIO INC.**

Respondents

MOTION RECORD OF THE RECEIVER
(RETURNABLE DECEMBER 4, 2024)

November 25, 2024

Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto ON M5V 3H1
Tel: 416.646.4300
Fax: 416.646.4301

Jeffrey Larry (LSO# 44608D)
Tel: 416.646-4330
jeff.larry@paliareroland.com

Ryan Shah (LSO# 88250C)
Tel: 416.646-6356
ryan.shah@paliareroland.com

Lawyers for the Receiver, TDB Restructuring Limited

TO: **SERVICE LIST**

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. and **5004591 ONTARIO INC.**

Respondents

INDEX

Tab	Document	Page No.
1	Notice of Motion of the Receiver, returnable December 4, 2024	05
2	Third Report of the Receiver, November 25, 2024	20
A	Appendix A – Appointment Order	37
B	Appendix B – Omnibus Order	55
C	Appendix C – First Report (without appendices)	67
D	Appendix D – Second Report (without appendices)	86
E	Appendix E – October 31st Endorsement and Kingston AVO	110
F	Appendix F – Toronto APS (redacted)	130
G	Appendix G – Toronto PIN Reports	174
H	Appendix H – Payout Statement	185
I	Appendix I – Toronto Property Interim R&D	187
J	Appendix J – Kingston Property Interim R&D	189
K	Appendix K - Fee Affidavit of Arif Dhanani	191

L	Appendix L - Fee Affidavit of Beatrice Loschiavo	209
M	Appendix M - Fee Affidavit of Avron Brown	231

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. and **5004591 ONTARIO INC.**

Respondents

NOTICE OF MOTION (RETURNABLE DECEMBER 4, 2024)

TDB Restructuring Limited, in its capacity as receiver and manager (in such capacity, the "**Receiver**") of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "**Kingston Property**") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**" and together with the Kingston Property, the "**Properties**") will make a motion to a Judge presiding over the Commercial List on December 4, 2024 at 11:00 AM, or as soon after that time as the Motion can be heard.

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

THIS MOTION IS FOR:

(a) an approval and vesting order ("**AVO**"):

(i) approving the sale transaction (the "**Transaction**") in respect of the Toronto Property, as contemplated by an agreement of purchase and sale between the Receiver and Arjun Anand in trust for a company to be formed (the "**Toronto Purchaser**"), dated September 26, 2024 (the "**APS**");

(ii) following the Receiver's delivery of the Receiver's certificate substantially in the form attached as Schedule "A" to the proposed AVO, transferring and vesting all of the Debtor's right, title and interest in and to the Purchased Assets (as defined in the APS) in the Toronto Purchaser, free and clear of all liens, charges, security interests and encumbrances other than permitted encumbrances;

(iii) approving the Toronto Distribution (as defined below);

(b) an ancillary relief order, among other things:

(i) approving the Third Report of the Receiver dated November 25, 2024 (the "**Third Report**") and the Receiver's activities described therein;

(ii) approving the fees and disbursements of the Receiver and its counsel, as detailed in the Third Report and the Affidavit of Arif Dhanani sworn November 22, 2024, the Affidavit of Avrom Brown sworn November 22, 2024, and the Affidavit of Beatrice Loschiavo sworn November 22, 2024 (collectively, the "**Fee Affidavits**");

(iii) approving the Receiver's interim statement of receipts and disbursements for the Toronto Property, for the period from September 19, 2024 to November 20, 2024 (the "**Toronto SRD**"); and

(iv) approving the Receiver's interim statement of receipts and disbursements for the Kingston Property, for the period from September 19, 2024 to November 20, 2024 (the "**Kingston SRD**" and together with the Toronto SRD, the "**Interim SRD**"); and

(v) sealing Confidential Appendices 1 and 2 to the Third Report (together, the "**Confidential Appendices**") until the closing of the sale of the Purchased Assets (as defined in the APS)

(c) Such further and other relief as counsel may advise and this Court deems just.

THE GROUNDS OF THIS MOTION ARE:

A. The Receivership

(d) On December 6, 2023, RSM Canada Limited ("**RSM**") was appointed receiver and manager of the Properties (effective December 22, 2023), by order of Justice Conway (the "**Receivership Order**");

(e) The Toronto Property is owned by 5004591 Ontario Inc. ("**500**");

(f) The Kingston Property is owned by Conacher Kingston Holdings Inc. ("**Conacher**" and, together with 500, the "**Debtors**");

(g) On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM;

B. The Secured Creditor

(h) On December 18, 2019, pursuant to a loan agreement (the "**Loan**") between Cameron Stephens Mortgage Capital Ltd. (the "**Lender**") and Conacher, 500 granted the Lender a collateral mortgage in the amount of $15,600,000 on the Toronto Property to secure the Loan;

(i) The Lender is the only creditor with a registered charge on title to the Toronto Property;

C. The Sales Process

(j) The Receiver has engaged in a sales process for the Toronto Property (the "**Sales Process**") as follows;

1. The Receiver retained Colliers

(k) The Receiver invited eight commercial real estate brokers to submit proposals for the marketing and sale of the Toronto Property, including Colliers Macaulay Nicolls Inc. ("**Colliers**");

(l) The Receiver received listing proposals from six of the eight brokerages and ultimately selected Colliers;

(m) On March 22, 2024, the Receiver entered into an MLS listing agreement with Colliers;

(n) After discussion with Colliers, the Receiver set an offer deadline date of June 3, 2024 as Colliers indicated that the period between March 22, 2024 and June 3, 2024 was more than sufficient time to appropriately market the Toronto Property;

2. Marketing Efforts

(o) Colliers launched the listing on MLS on March 25, 2024 and commenced a marketing campaign for the Toronto Property on April 4, 2024;

(p) The Receiver provided Colliers with a form of agreement of purchase and sale to be uploaded to an online data room maintained by Colliers, in order to facilitate purchaser due diligence. Colliers drafted a form of confidentiality agreement for interested parties to execute in order to be given access to the virtual data room and perform due diligence (the "**Confidentiality Agreement**");

(q) A summary of marketing activities undertaken by Colliers is set out below:

(i) e-mails were sent to Colliers' distribution list of approximately 3,000 parties, which emails contained a marketing brochure, a website link to Colliers' webpage for the Toronto Property and a link to the Confidentiality Agreement; and

(ii) an electronic data room was set up to provide access to confidential information pertaining to the Toronto Property to parties which had executed the Confidentiality Agreement;

3. The Terminated APS

(r) Colliers received 18 signed Confidentiality Agreements by prospective purchasers or brokers, all of whom were given access to the electronic data room;

(s) On June 3, 2024, Colliers received 3 offers and a letter of intent for the Toronto Property. The Receiver reviewed the offers with Colliers and the Lender. The Receiver requested of Colliers that it go back to the offerors that submitted bids on June 3, 2024 to ask them to resubmit their highest and best offers. Only Lakeshore Lux and Design Build Group Inc ("**Lakeshore Lux**") made a revised offer;

(t) Ultimately, the Receiver determined that the offer from Lakeshore Lux was the highest and best available offer and should be accepted;

(u) On June 12, 2024, the Receiver and Lakeshore Lux entered into an agreement of purchase and sale for the Toronto Property on an "as is, where is" basis (the "**Terminated APS**");

(v) On July 24, 2024, the Court granted an AVO in respect of the Terminated APS, which was scheduled to close on July 30, 2024;

(w) After a series of extensions, Lakeshore Lux was unable to close the transaction;

(x) On August 27, 2024, the Receiver's real estate counsel, Garfinkle Biderman LLP, wrote to counsel for Lakeshore Lux to advise that the transaction had

been terminated and the deposit paid by Lakeshore Lux, including various extension fees, had been forfeited;

4. Colliers Remarkets the Toronto Property

(y) Following the termination of the Terminated APS, the Receiver requested that Colliers re-market the Toronto Property and details regarding same are described below;

(z) On August 29, 2024, the MLS listing for the Toronto Property was changed from sold firm back to available and Colliers sent out an e-mail blast to its database of approximately 3,000 parties;

(aa) Colliers also contacted all previous bidders and those that signed a confidentiality agreement and had access to Colliers' data room to advise that the Toronto Property was back on the market;

(bb) With the concurrence of the Receiver, Colliers set a bid deadline date of September 26, 2024 at 3:00 pm;

5. Offers Received

(cc) Colliers did not receive any additional signed Confidentiality Agreements from new parties with interest in the property for access to Colliers' data room;

(dd) On September 26, 2024, Colliers received two offers and one letter of intent for the Toronto Property. A subsequent offer was received on September 28, 2024. The Receiver reviewed the offers from Colliers' re-marketing

process with the Lender, in its capacity as secured lender and mortgagee of the Toronto Property. Based on the offers submitted on September 26, 2024 and the offer submitted on September 28, 2024, the Receiver determined that the offer from the Toronto Purchaser, which was received on September 26, 2024, was the highest and best available offer given among other things current market conditions, and should be accepted;

(ee) On October 7, 2024, the Receiver and the Toronto Purchaser entered into an APS, which was conditional on the Toronto Purchaser's due diligence, which condition had to be waived or satisfied by November 6, 2024;

(ff) On October 27, 2027, the Toronto Purchaser indicated that it was waiving its due diligence condition. On October 29, 2024, both the Toronto Purchaser and the Receiver executed a waiver formalizing same;

6. The APS

(gg) Salient terms of the Toronto APS and matters relating thereto include:

(i) the purchased assets include the Toronto Property;

(ii) the deposit to be provided under the Toronto APS has been received from the Toronto Purchaser;

(iii) the offer is firm as the Toronto Purchaser has waived all conditions to closing except the issuance of the AVO;

(iv) the Toronto APS is conditional on Court approval and the issuance of an AVO vesting the Purchased Assets in the Toronto Purchaser

free and clear of claims and encumbrances, other than those specifically itemized in the APS;

(v) the Toronto Purchaser is buying the Toronto Property on an "as is, where is" basis; and

(vi) closing of the sale provided for in the APS is scheduled to occur within 10 business days immediately following the date on which the AVO is granted, or the next business day or such other date as the Receiver and the Toronto Purchaser may mutually agree upon;

D. The Transaction should be approved

(hh) The requested AVO approves the APS and vests the Toronto Property in the Toronto Purchaser, free and clear of any claims and encumbrances (other than as set out in the APS) upon closing of the Transaction;

(ii) The Transaction is the product of a robust sales process. Colliers conducted a broad canvass of the market and the Toronto Property was listed on MLS for a cumulative period of approximately 14 weeks;

(jj) The Receiver believes that the re-marketing process undertaken by Colliers and the Receiver was appropriate. The Sale Process allowed for sufficient exposure to market for the Toronto Property, for the following reasons, among others:

(i) During the initial sales process for the Toronto Property:

1) notice of the sale was sent to approximately 3,000 parties;

2) the Toronto Property was listed for sale on MLS for a period of approximately 10 weeks; and

3) the Toronto Property was listed on Colliers' website;

(ii) During the re-marketing of the Toronto Property:

1) Colliers sent an email blast to the same 3,000 parties;

2) the Toronto Property was re-listed for sale on MLS for a 4-week period;

3) the Toronto Property was re-listed on Colliers's website; and

4) Colliers reached out to all parties that had executed a confidentiality agreement and to the parties that submitted offers during the initial listing;

(kk) The APS represents the best offer received for the Toronto Property. Accordingly, the Transaction provides the greatest recovery available for the Toronto Property's stakeholders in the circumstances;

E. Toronto Distribution

(ll) The Receiver intends to distribute the proceeds from the sale of the Toronto Property upon closing the transaction for the Toronto Property in the following order of priority (such scheme of distribution being the "**Toronto Distribution**"):

(i) payment to the City of Toronto for the property taxes owing on the Toronto Property of approximately $202,488.80, as set out in the First Report, plus any additional property taxes, further interest or fees owing at the time of closing;

(ii) pay any remaining unpaid fees and disbursements of the Receiver and its counsel relating to the Toronto Property.

(iii) retention of $100,000 as a holdback amount for the further fees and disbursements of the Receiver and its counsel to close the sale of the Toronto Property and do all things necessary to wind up the receivership administration in respect of the Toronto Property;

(iv) payment of the remaining funds from the sale of the Toronto Property to Cameron Stephens towards the indebtedness owed to it.

F. Sealing Order

(mm) The Receiver requests that this Court grant a Sealing Order in respect of the Confidential Appendices. The Court has already granted a similar order in respect of the Terminated APS;

(nn) The Confidential Appendices consist of a summary of the purchase offers received by the Receiver in respect of the Toronto Property and an unredacted copy of the APS, respectively;

(oo) The Confidential Appendices contain sensitive information, including the identity of the bidders, the value of the APS, and the value of other bids

received for the Toronto Property, the disclosure of which could adversely impact the future marketability of the Toronto Property should the Transaction not close;

(pp) Sealing this information is necessary to maximize recoveries in this proceeding and maintain the integrity and confidentiality of key information in the Sales Process;

(qq) The salutary effects of sealing such information from the public record greatly outweigh the deleterious effects of doing so under the circumstances. The Receiver is not aware of any party that will be prejudiced if the information is sealed or any public interest that will be served if such details are disclosed in full;

(rr) The requested sealing order is a minimally intrusive means of protecting the confidentiality of the Confidential Appendices as it will only be in force until the closing of the sale of the Purchased Assets (as defined in the APS);

G. The Interim SRD

(ss) The Receiver has received and paid monies on behalf of the Debtors for the benefit of all stakeholders, as set out in the Interim SRD;

(tt) This Court should approve the Interim SRD;

H. Professional Fees and Disbursements

(uu) In carrying out its duties pursuant to the Receivership Order, the Receiver and the Receiver's counsel have incurred professional fees and disbursements;

(vv) Paragraph 18 of the Receivership Order authorizes the Receiver to periodically pay its fees and disbursements, and that of its counsel, subject to approval by the Court;

(ww) This Court should approve the fees of the Receiver and its Counsel to fund the Receiver's continued activities for the benefit of all stakeholders;

(xx) The provisions 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 and the inherent and equitable jurisdiction of this Court;

(yy) Rules 2.03, 3.02 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

(zz) Such further and other grounds as counsel may advise and this Honourable Court may deem just.

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

(aaa) The Third Report and the appendices thereto; and

(bbb) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

November 25, 2024

Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto ON M5V 3H1
Tel: 416.646.4300
Fax: 416.646.4301

Jeffrey Larry (LSO# 44608D)
Tel: 416.646-4330
jeff.larry@paliareroland.com

Ryan Shah (LSO# 88250C)
Tel: 416.646-6356
ryan.shah@paliareroland.com

Lawyers for the Receiver, TDB Restructuring Limited

Court File No. CV-23-00701672-00CL

CAMERON STEPHENS MORTGAGE CAPITAL LTD.
Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

NOTICE OF MOTION (RETURNABLE DECEMBER 4, 2024)

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West, 35th Floor
Toronto, ON M5V 3H1
Fax: (416) 646-4301

Jeffrey Larry (LSO#44608D)
Tel: 416.646.4330
jeff.larry@paliareroland.com

Ryan Shah (LSO# 88250C)
Tel: 416.646.6356
ryan.shah@paliareroland.com

Lawyers for the Receiver, TDB Restructuring Limited

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W., Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

IN THE MATTER OF THE RECEIVERSHIP OF

311 CONACHER DRIVE, KINGSTON, ONTARIO AND

2849, 2851, 2853, 2855 AND 2857 ISLINGTON AVENUE, TORONTO, ONTARIO

THIRD REPORT OF THE RECEIVER

NOVEMBER 25, 2024

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

Contents

1.0 INTRODUCTION 1
1.1 Purpose of Report 2
1.2 Terms of Reference 4
2.0 KINGSTON PROPERTY UPDATE 4
3.0 RE-MARKETING AND SALE OF THE TORONTO PROPERTY 5
3.1 Toronto Property 5
3.1.1 Re-marketing process 5
3.1.2 Offers received 6
3.1.3 The agreement of purchase and sale 6
3.1.4 Toronto Property sale approval 7
4.0 RECEIVER'S BORROWINGS 8
5.0 SECURED CREDITORS 9
5.1 Toronto Property Secured Creditors 9
6.0 PROPOSED INTERIM DISTRIBUTION 9
6.1 Distribution of Toronto Property Proceeds 9
7.0 RECEIPTS AND DISBURSEMENTS 10
7.1 Toronto Property Interim R&D 10
7.2 Kingston Property Interim R&D 10
8.0 SEALING 11
9.0 PROFESSIONAL FEES 11
10.0 RECEIVER'S REQUEST OF THE COURT 13

APPENDICES

Appointment Order ..... A

Omnibus Order ..... B

First Report (without appendices) C

Second Report (without appendices) ..... D

October 31st Endorsement and Kingston AVO ..... E

Toronto APS (redacted) ..... F

Toronto PIN Reports ..... G

Payout Statement ..... H

Toronto Property Interim R&D I

Kingston Property Interim R&D ..... J

Fee Affidavit of Arif Dhanani ..... K

Fee Affidavit of Beatrice Loschiavo L

Fee Affidavit of Avrom Brown ..... M

1.0 INTRODUCTION

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on December 6, 2023, which order was effective December 22, 2023 (the "**Appointment Order**"), RSM Canada Limited was appointed receiver (the "**Receiver**"), without security, of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "**Kingston Property**") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**" and together with the Kingston Property, the "**Properties**"). A copy of the Appointment Order is attached hereto as **Appendix** "**A**".

2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the "**Omnibus Order**"). A copy of the Omnibus Order is attached hereto as **Appendix** "**B**".

3. On June 12, 2024, the Receiver entered into an agreement of purchase and sale for the Toronto Property (the "**Terminated APS**") with Lakeshore Lux and Design Build Group Inc. ("**Lakeshore Lux**"), in trust for 1000944028 Ontario Inc. and sought an Order of the Court approving the transaction and vesting title to the Toronto Property in the purchaser (the "**Lakeshore Lux AVO**"). The Receiver set out in its report dated July 16, 2024 (the "**First Report**") the Receiver's marketing efforts and other details in connection with the sale process for the Toronto Property. On July 24, 2024, the Court granted, among other things, the Lakeshore Lux AVO. A copy of the First Report, without appendices, is attached hereto as **Appendix** "**C**".

4. The transaction with Lakeshore Lux was scheduled to close on July 30, 2024. As set out in greater detail in the Receiver's second report dated September 26, 2024 (the "**Second Report**"), after a series of extensions, Lakeshore Lux was unable to close the transaction. On August 27, 2024, the Receiver's real estate counsel, Garfinkle Biderman LLP, wrote to counsel for Lakeshore Lux to advise that the transaction had been terminated and the deposit paid by Lakeshore Lux, including various extension fees, had been forfeited. The Receiver had its real estate Broker, Colliers Macaulay Nicholls Inc., Brokerage ("**Colliers**") re-market the Toronto Property for sale. A copy of the Second Report, without appendices, is attached hereto as **Appendix** "**D**".

5. On August 13, 2024, the Receiver entered into an agreement of purchase and sale with respect to the Kingston Property (the "**Kingston APS**"). The Receiver sought, among other things, an approval and vesting order in respect of the sale of the Kingston Property (the "**Kingston AVO**") and the matter was heard on October 9, 2024. On October 31, 2024, the Court released its endorsement (the "**October 31st Endorsement**") and granted the Kingston AVO. A copy of the October 31st Endorsement and the Kingston AVO are attached hereto, together, as **Appendix "E"**.

6. The Receiver retained the firm of Paliare Roland Rosenberg Rothstein LLP ("**Paliare Roland**") as the Receiver's independent legal counsel. The Receiver retained the firm of Garfinkle Biderman LLP ("**Garfinkle Biderman**") as the Receiver's real estate counsel.

7. Terms not defined herein are defined in the First Report and the Second Report.

8. The Appointment Order, together with Court documents related to the receivership proceeding, has been posted on the Receiver's website, which can be found at https://tdbadvisory.ca/insolvency-case/311-conacher-drive-kingston-ontario2849-2851-2853-2855-and-2857-islington-avenue-toronto-ontario/.

1.1 Purpose of Report

9. The purpose of this third report to Court (the "**Third Report**") is to:

   (a) provide the Court with an update on the sale of the Kingston Property;

   (b) specifically with respect to the Toronto Property:

      i. report to the Court on the results of the re-marketing of the Toronto Property and subsequent offers received for same;

      ii. provide to the Court support for the relief sought by the Receiver, namely the request for an approval and vesting order in respect of the Toronto Property, and the sealing of certain confidential information pending completion of the sale transaction for the Toronto Property. In addition to the information contained herein for the benefit of the

creditors of the Respondents and other stakeholders, the Third Report is also intended to provide the Court with the following confidential information, for which a sealing Order is sought:

1. a summary of the terms of all offers received for the Toronto Property based on the re-marketing of same;

2. an unredacted copy of the executed Agreement of Purchase and Sale for the Toronto Property dated September 26, 2024 (the "**Toronto APS**") between the Receiver and the purchaser of the Toronto Property, or its permitted assignee or as it may direct, as purchaser (the "**Toronto Purchaser**");

iii. provide the Court with information relating to the Receiver's Borrowings Charge;

iv. provide the Court with information relating to the secured creditors in respect of the Toronto Property;

(f) provide the Court with a summary of the Receiver's cash receipts and disbursements in respect of the Toronto Property for the period December 22, 2023 to November 20, 2024 (the "**Toronto Property Interim R&D**");

(g) provide the Court with a summary of the Receiver's cash receipts and disbursements in respect of the Kingston Property for the period December 22, 2023 to November 20, 2024 (the "**Kingston Property Interim R&D**");

(h) request that the Court grant orders:

iii. approving the Third Report and the activities of the Receiver set out herein;

iv. authorizing and directing the Receiver to enter into and carry out the terms of the Toronto APS, together with any further amendments thereto deemed necessary by the Receiver in its sole opinion, and vesting title to the Toronto Property in the Toronto Purchaser upon the

closing of the purchase and sale transaction contemplated in the Toronto APS;

v. approving the Proposed Interim Distribution of Proceeds from the sale of the Toronto Property;

vi. sealing Confidential Appendices 1 and 2; and

vii. approving the fees and disbursements of the Receiver and of the Receiver's independent and real estate counsel.

1.2 Terms of Reference

10. In preparing the Third Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "**Information**"). Certain of the information contained in the Third Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

11. Unless otherwise stated, all dollar amounts contained in the Third Report are expressed in Canadian dollars.

2.0 KINGSTON PROPERTY UPDATE

12. As set out in the Second Report, the Receiver entered into a purchase and sale agreement with 2349891 Ontario Inc. (the "**Kingston Purchaser**") and the Court issued the Kingston AVO.

13. Pursuant to the terms of the Kingston APS, closing of the transaction was to occur on the later of: (i) three (3) days immediately following the issuance of the Kingston AVO, or the next business day, as applicable; or (ii) October 2, 2024, or such other date as the parties may mutually agree upon. The Receiver agreed with the Kingston Purchaser to closing the transaction for the Kingston Property on November 20, 2024.

14. On November 20, 2024, the Kingston Purchaser advised that it required a 45-day extension to close the transaction. After some negotiation with the Kingston Purchaser, the Receiver agreed to an extension to January 6, 2025 on the basis that an additional deposit of $500,000 towards the purchase price would be paid by the Kingston Purchaser by noon on November 27, 2024.

15. The second mortgagee, 2462686 Ontario Inc. ("**246**") has not yet provided the Receiver with its security documentation as at the date of this report and as a result, counsel for the Receiver has been unable to complete its opinions on the validity, enforceability and priority of 246's charge against the Kingston Property.

16. The third mortgagee, 2478659 Ontario Ltd. ("**247**"), has recently provided the Receiver with is security documentation. The Receiver's counsel is currently reviewing the documentation provided by 247.

3.0 RE-MARKETING AND SALE OF THE TORONTO PROPERTY

17. After the Receiver terminated the Terminated APS, the Receiver requested that Colliers re-market the Toronto Property. The details of the remarketing and sale of the Toronto Property are described below.

3.1 Toronto Property

3.1.1 Re-marketing process

18. On August 29, 2024, the MLS listing for the Toronto Property was changed from sold firm back to available and Colliers sent out an e-mail blast to its database of approximately 3,000 parties.

19. Colliers also contacted all previous bidders and those that signed a confidentiality agreement and had access to Colliers' data room to advise that the Toronto Property was back on the market.

20. With the concurrence of the Receiver, Colliers set a bid deadline date of September 26, 2024 at 3:00 pm.

3.1.2 Offers received

21. Colliers did not receive any additional signed confidentiality agreements from new parties with interest in the property for access to Colliers' data room.

22. On September 26, 2024, Colliers received two (2) offers and one (1) letter of intent for the Toronto Property. A subsequent offer was received on September 28, 2024. The Receiver reviewed the offers from Colliers' re-marketing process with Cameron Stephens, in its capacity as secured lender and mortgagee of the Toronto Property. Based on the offers submitted on September 26, 2024 and the offer submitted on September 28, 2024, the Receiver determined that the offer from the Toronto Purchaser, which was received on September 26, 2024, was the highest and best available offer given, among other things, current market conditions, and should be accepted. A summary of the offers received for the Toronto Property will be filed with the Court as **Confidential Appendix "1"**, under seal.

23. On October 7, 2024, the Receiver and the Toronto Purchaser entered into the Toronto APS. The Toronto APS was conditional on the Toronto Purchaser's due diligence, which condition was to be waived or satisfied by November 6, 2024.

24. On October 27, 2027, the Toronto Purchaser indicated that it was waiving its due diligence condition. On October 29, 2024, both the Toronto Purchaser and the Receiver executed a waiver formalizing same.

3.1.3 The agreement of purchase and sale

25. Salient terms of the Toronto APS and matters relating thereto include:

    (a) the purchased assets include the Toronto Property;

(b) the deposit to be provided under the Toronto APS has been received from the Toronto Purchaser;

(c) the offer is firm as the Toronto Purchaser has waived all conditions to closing except the issuance of the AVO (as defined below);

(d) the Toronto APS is conditional on Court approval and the issuance of an order vesting the Purchased Assets in the Toronto Purchaser free and clear of claims and encumbrances, other than those specifically itemized in the APS (the "**AVO**");

(e) the Toronto Purchaser is buying the Toronto Property on an "as is, where is" basis; and

(f) closing of the sale provided for in the APS is scheduled to occur within 10 business days immediately following the date on which the AVO is granted, or the next business day or such other date as the Receiver and the Toronto Purchaser may mutually agree upon.

26. A copy of the Toronto APS, with the purchase price and deposit amount redacted, is attached hereto as **Appendix** "**F**." An unredacted copy will be filed as **Confidential Appendix** "**2**" with the Court, under seal.

3.1.4 Toronto Property sale approval

27. The Receiver believes that the re-marketing process undertaken by Colliers and the Receiver was appropriate. The Sale Process allowed for sufficient exposure to market for the Toronto Property for the following reasons, among others:

(a) during the initial sales process for the Toronto Property:

i. notice of the sale was sent to approximately 3,000 parties;

ii. the Toronto Property was listed for sale on MLS for a period of approximately 10 weeks; and

iii. the Toronto Property was listed on Colliers' website.

(b) during the re-marketing of the Toronto Property:

i. Colliers sent an email blast to the same 3,000 parties;

ii. the Toronto Property was re-listed for sale on MLS for a 4-week period;

iii. the Toronto Property was re-listed on Colliers's website; and

iv. Colliers reached out to all parties that had executed a confidentiality agreement and to the parties that submitted offers during the initial listing.

28. Accordingly, based on the above, the Receiver is of the view that the market was widely canvassed and given the length of time on the market, it is unlikely that exposing the Toronto Property to the market for additional time will result in a superior transaction than the one contemplated by the Toronto APS.

29. The Receiver recommends the approval of the Toronto APS by the Court. The transaction contemplated by the Toronto APS provides for the greatest recovery available for the benefit of the secured creditors in the circumstances, including Cameron Stephens as first mortgagee on the Kingston Property and Toronto Property. The Receiver understands that Cameron Stephens supports the AVO and the completion of the transaction contemplated in the Toronto APS.

4.0 RECEIVER'S BORROWINGS

30. Pursuant to paragraph 20 of the Appointment Order, the Receiver was empowered to borrow up to $500,000 at any time for the purpose of funding the exercise of the Receiver's powers and duties. The Appointment Order charged the Properties with a priority charge (the "**Receiver's Borrowings Charge**") subject only to the Receiver's Charge (defined below) and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

31. The Receiver borrowed from and issued a Receiver's certificate totaling $100,000 (the "**Toronto Receiver's Certificate**") against the Toronto Property in favour of

Cameron Stephens. On November 20, 2024, the Receiver repaid the principal of $100,000 and paid accrued interest thereon of $6,747.17 to Cameron Stephens.

32. To date, the Receiver has borrowed and has issued a Receiver's Certificate totaling $150,000 against the Kingston Property (the "**Kingston Receiver's Certificate**"). The Receiver intends to repay the principal and accrued interest thereon in respect of the Kingston Receiver's Certificate from the closing proceeds of the sale of the Kingston Property.

5.0 SECURED CREDITORS

5.1 Toronto Property Secured Creditors

33. As set out in the First Report, copies of the parcel register searches for the Toronto Property were obtained from the Ontario Land Registry Office (collectively, the "**Toronto PIN Reports**"). Copies of the Toronto PIN Reports, dated June 3, 2024, are attached hereto as **Appendix** "**G**".

34. The only creditor with a registered charge against the Toronto Property is Cameron Stephens, whose charge is for the registered amount of $15,600,000.

35. The Receiver has obtained a legal opinion from its independent legal counsel opining that, subject to usual assumptions and qualifications, Cameron Stephens' charge is a valid and enforceable first charge against the Toronto Property.

6.0 PROPOSED INTERIM DISTRIBUTION

6.1 Distribution of Toronto Property Proceeds

36. The Receiver intends to distribute the proceeds from the sale of the Toronto Property upon closing the transaction for the Toronto Property in the following order of priority (such scheme of distribution being the "**Toronto Distribution**"):

    (a) payment to the City of Toronto for the property taxes owing on the Toronto Property of approximately $202,488.80, as set out in the First Report, plus

any additional property taxes, further interest or fees owing at the time of closing;

(b) pay any remaining unpaid fees and disbursements of the Receiver and its counsel relating to the Toronto Property.

(c) retention of $100,000 as a holdback amount for the further fees and disbursements of the Receiver and its counsel to close the sale of the Toronto Property and do all things necessary to wind up the receivership administration in respect of the Toronto Property;

(d) payment of the remaining funds from the sale of the Toronto Property to Cameron Stephens towards the indebtedness owed to it. Cameron Stephens provided a statement setting out the amount of the indebtedness owed to it as at November 25, 2024 (the "**Payout Statement**"), which totals $16,041,883.30 including fees and interest. A copy of the Payout Statement is attached hereto as **Appendix** "**H**".

7.0 RECEIPTS AND DISBURSEMENTS

7.1 Toronto Property Interim R&D

37. The Toronto Property Interim R&D for the period from December 22, 2023 to November 20, 2024 sets out cash receipts of $979,924, including advances made by the Cameron Stephens totaling $100,000 pursuant to the Toronto Receiver's Certificate against the Toronto Property, and cash disbursements of $585,684, resulting in an excess of receipts over disbursements of $394,240. A copy of the Toronto Property Interim R&D is attached hereto as **Appendix** "**I**".

7.2 Kingston Property Interim R&D

38. The Kingston Property Interim R&D for the period from December 22, 2023 to November 20, 2024 sets out cash receipts of $395,061, including advances made by the Cameron Stephens totaling $150,000 pursuant to the Kingston Receiver's Certificate against the Kingston Property, and cash disbursements of $372,523,

resulting in an excess of receipts over disbursements of $22,538. A copy of the Kingston Property Interim R&D is attached hereto as **Appendix** "**J**".

8.0 SEALING

39. The Receiver respectfully requests that the Court seal Confidential Appendices 1 and 2 to this report, being the offer summary relating to the Toronto Property and an unredacted copy of the Toronto APS. The Receiver believes that the offer received and purchase price and deposit amounts contained in the Toronto APS for the Toronto Property should be kept confidential until the completion of sale efforts with respect to the Toronto Property.

40. The inclusion in the public record of the offer summary and an unredacted copy of the Toronto APS (which discloses the purchase price and deposit amount) would be prejudicial to, among other things, the integrity of sales process and any additional marketing efforts that may be needed for the Toronto Property if sale transaction for the Toronto Property fails to close for any reason.

41. The sealing order sought is limited in time and will automatically expire upon the closing of the transaction contemplated in the Toronto APS or further order of the Court. This will ensure that the offers and purchase price provided in the Toronto APS remains confidential until all sale efforts are completed. This is necessary and sufficient to reasonably protect the legitimate stakeholder interests in the circumstances.

42. A full copy of the Toronto APS is being publicly filed as Appendix "F" to this report, with the purchase price and deposit amounts redacted. As a result, the sealing order's effect on the completeness of the public record, if any, will be minimal.

9.0 PROFESSIONAL FEES

43. The Appointment Order provides that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver were granted a charge (the

"**Receiver's Charge**") on the Property, as security for such fees and disbursements. The Receiver's Charge is a first charge on the Properties in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

44. The fees and disbursements of the Receiver in relation to the Toronto Property for the period from January 1, 2024 to June 30, 2024 were previously approved by the Court pursuant to an order of the Court dated July 24, 2024.

45. The Receiver's accounts for the period from July 1, 2024 to October 31, 2024 total $44,179.00 in fees and disbursements, plus HST of $5,743.27, for a total amount of $49,922.27. A copy of the Receiver's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Arif Dhanani sworn on November 22, 2024 and is attached hereto as **Appendix** "**K**".

46. The fees and disbursements of the Receiver's independent legal counsel, Paliare Roland, in relation to the Toronto Property for the period from January 25, 2024 to June 28, 2024 were previously approved by the Court pursuant to an order of the Court dated July 24, 2024.

47. The accounts of the Receiver's independent legal counsel, Paliare Roland, for the period from February 24, 2024 to October 31, 2024 total $34,795.53 inclusive of fees, disbursements and HST. A copy of Paliare Roland's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Beatrice Loschiavo sworn on November 22, 2024 and is attached hereto as **Appendix** "**L**".

48. The accounts of the Receiver's real estate counsel, Garfinkle Biderman, for the period to August 27, 2024 total $58,587.69 inclusive of fees, disbursements and HST. A copy of Garfinkle Biderman's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Avrom Brown sworn on November 22, 2024 and is attached hereto as Appendix "**M**".

10.0 RECEIVER'S REQUEST OF THE COURT

49. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 9(h) above.

All of which is respectfully submitted to this Court as of this November 25, 2024.

TDB RESTRUCTURING LIMIITED, solely in its capacity as Receiver of 311 Conacher Drive and 2849, 2851, 2853, 2855 and 2857 Islington Avenue and not in its personal or corporate capacity

Per: 

Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX A

Court File No. CV-23-00701672-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
ONTARIO

THE HONOURABLE Madam	)	WEDNESDAY, THE 6TH
JUSTICE Conway	)	DAY OF DECEMBER, 2023
	)	

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. and 5004591 ONTARIO INC.

Respondents

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

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant 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 RSM Canada Limited as receiver and manager (in such capacities, the "Receiver") without security, over the lands and premises described as:

PIN Nos. 36061–0475 through 36061–0734 - 311 Conacher Drive, Kingston, Ontario, Lots 1-256 and Blocks 257 to 260, all-inclusive, Plan 13M135 (collectively the "Kingston Properties");

and

PIN No. 10306-0064 - 2849 Islington Avenue, Toronto; Pt Lot 22, Con 6 WYS TWP of York as in NY735134; Toronto;
PIN No. 10306-0032 – 2851 Islington Avenue, Toronto; Part Lot 1, Plan 9059 North York as in TR92058, City of Toronto;
PIN No. 10306-0033 – 2853 Islington Avenue, Toronto; Part Lot 1, Plan 9059 North York as in TB221318, City of Toronto;
PIN No. 10306-0034 – 2855 Islington Avenue, Toronto; Part Lot 2, Plan 9059 North York as in TB379984; City of Toronto;
PIN No. 10306-0035 – 2857 Islington Avenue, Toronto; Part Lot 2, Plan 9059 North York as in TB379983, City of Toronto (collectively, the "Toronto Properties"),

(which Kingston Properties and Toronto Properties are hereinafter collectively referred to as, the "Properties")

owned by Conacher Kingston Holdings Inc.("Conacher") and 5004591 Ontario Inc., ("500 Inc.") (hereinafter the "Debtors"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Curtis Jackson sworn June 26, 2023, and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, and on reading the consent of RSM Canada Limited to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the *BIA* and section 101 of the *CJA*, RSM Canada Limited is hereby appointed Receiver, without security, of the

Properties and of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to the Properties, including all proceeds thereof.

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 Properties 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 take possession of and exercise control over the Properties and any and all proceeds, receipts and disbursements arising out of or from the Properties;

(b) to receive, preserve, and protect the Properties, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Properties 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;

(c) to manage, operate and/or complete construction of the Properties including the powers to enter into any agreements, incur any obligations in the ordinary course of business, or cease to perform any contracts of the Debtors in respect of the Properties;

(d) 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;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets in respect of the Properties or any part or parts thereof;

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

(g) to settle, extend or compromise any indebtedness owing to the Debtors in respect of the Properties;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Properties, whether in the Receiver's name or in the name and on behalf of the Debtors, 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 Debtors in respect of the Properties 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 Properties, including advertising and soliciting offers in respect of the Properties 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 Properties 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 $250,000.00 provided that the aggregate consideration for all such transactions does not exceed $500,000.00; 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 such 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 Properties or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Properties;

(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 Properties and the receivership, and to share information, 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 Properties against title to any of the Properties;

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

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

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have in respect of the Properties; and

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

and in each 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, 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, shall grant immediate and continued access to the property to the Receiver, and shall deliver all such property to the Receiver 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 Debtors relating to the Properties, 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 communication 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 proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS IN RESPECT OF THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors in respect of the Properties 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 Debtors in respect of 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 Debtors, the Receiver, or affecting the Properties, 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 Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with 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 Debtors in respect of the Property, 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 Debtors in respect of the Properties 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 Debtors in respect of the Properties 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 Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names in respect of the Properties, 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 Debtors 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 sale of all or any of the Properties 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"). For certainty, all receipts in respect of the Properties shall be deposited into the Post Receivership Accounts and all Permitted Disbursements (defined below) shall be drawn from the Post Receivership Accounts. “Permitted Disbursements” shall include realty taxes, utilities, insurance, construction and related costs, maintenance expenses, other reasonable Properties’-specific expenses, and business expenses associated with the Properties. 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

13. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors. 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, 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

14. **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 Properties

and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Properties (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 Properties 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 Debtors and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. **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 Properties 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 Properties within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. **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

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Properties in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

19. **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 standard 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

20. **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 Properties 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 as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **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.

22. **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.

23. **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.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the

Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL– http://www.rsmcanada.com/conacher-kingston-holdings.

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

GENERAL

26. **THIS COURT ORDERS** that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. The Receiver is specifically authorized and permitted to use the solicitors for the Applicant herein as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal advice or issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel.

27. **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.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of each of the Debtors.

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

effect to this Order and to assist the Receiver 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 located, 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 the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Property with such priority and at such time as this Court may determine.

32. **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.

Conway J.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that RSM Canada Limited, the Receiver of the properties known municipally as 311 Conacher Drive, Kingston, Ontario and the Toronto Properties owned by the Debtors, as such terms are defined in the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 2023 appointing the Receiver (the "Order") made in an Application having Court file number CV-23- 00701672-00CL, 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 Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the 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 Properties, 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 Properties 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 June, 2023.

RSM Canada Limited, solely in its capacity as Receiver of the Properties, and not in its personal capacity

Per: _____

Name:

Title:

CAMERON STEPHENS MORTGAGE CAPITAL LTD. Applicant	and	CONACHER KINGSTON HOLDINGS INC., et al. Respondents	Court File No. CV-23-00701672-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED
Proceeding commenced at Toronto

ORDER

Garfinkle Biderman LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

Wendy Greenspoon-Soer-LSO#:34698L
wgreenspoon@garfinkle.com
Tel: 416-869-1234

Lawyers for the Applicants,
Cameron Stephens Mortgage Capital Ltd

File #6243-081.

Hearing Brief p. 654

APPENDIX B

Court File No. CV-24-00715515-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM	)	FRIDAY, THE 1ST
	)	
JUSTICE CONWAY	)	DAY OF MARCH, 2024

B E T W E E N:

TDB RESTRUCTURING LIMITED

Applicant

and

RSM CANADA OPERATIONS ULC

Respondent

APPLICATION UNDER Rule 14.05(3)(h) of the *Rules of Civil Procedure*

SUBSTITUTION ORDER

THIS APPLICATION made by TDB Restructuring Limited ("**TDB**") for an order, among other things, substituting the name of RSM Canada Limited with the name TDB Restructuring Limited on the Substituted Mandates (as defined below), was heard was heard this day by way of judicial video conference in Toronto, Ontario by Zoom videoconference

ON READING the Application Record of TDB, including the Affidavit of Bryan A. Tannenbaum sworn February 27, 2024, together with the exhibits attached thereto (the "**Affidavit**"), and on hearing the submissions of counsel for TDB, no one else appearing, although served as evidenced by the Affidavit of Service of Lynda Christodoulou sworn February 28, 2024

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

BIA MANDATES

2. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name of RSM Canada Limited as Trustee in Bankruptcy (the "**Bankruptcy Trustee**") of the estate files listed as bankruptcies on Schedule "A" hereto (the "**BIA Estates**") and as Proposal Trustee (the "**Proposal Trustee**") of the estate files listed as proposals on Schedule "A" hereto (collectively with the BIA Estates, the "**BIA Mandates**") and any reference to the name RSM Canada Limited in any Court Order in respect of such BIA Mandates or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

3. **THIS COURT ORDERS** that, for greater certainty all, real and personal property wherever situate of the BIA Estates shall be, remain and is hereby vested in TDB Restructuring Limited in its capacity as Bankruptcy Trustee, to be dealt with by TDB Restructuring Limited in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"), pursuant to its powers and obligations as Bankruptcy Trustee of the BIA Estates.

4. **THIS COURT ORDERS** that TDB Restructuring Limited is authorized and directed to continue and to complete the administration of the BIA Mandates, to deal with the property in the BIA Mandates in accordance with its duties and functions as Bankruptcy Trustee or Proposal Trustee, as the case may be, as set out in the BIA and to receive all remuneration of the Bankruptcy Trustee or Proposal Trustee in the BIA Mandates for services performed from the commencement of each of the BIA Mandates until the discharge of the Bankruptcy Trustee or Proposal Trustee, as applicable.

5. **THIS COURT ORDERS** that that the requirement and responsibility for taxation of the Bankruptcy Trustee's or Proposal Trustee's accounts in respect of the BIA Mandates with respect to all work performed in respect of such BIA Mandate from the initial appointment of RSM Canada Limited or any other party, through to the completion of the administration of such BIA Mandates and discharge of TDB Restructuring Limited as Bankruptcy Trustee or Proposal Trustee, as applicable, shall be completed using the name TDB Restructuring Limited.

6. **THIS COURT ORDERS AND DIRECTS** that to the extent that security has been given in the name of RSM Canada Limited in cash or by bond of a guarantee company pursuant to section 16(1) of the BIA (the "**Security**"), such Security shall be transferred from the name RSM Canada Limited to the name TDB Restructuring Limited and any party holding such Security be and is hereby directed to take all steps necessary to effect such transfer. TDB Restructuring Limited shall retain all obligations respecting the Security.

RECEIVERSHIP PROCEEDINGS

7. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name RSM Canada Limited as the Receiver, Receiver and Manager, or Interim Receiver (collectively, "**Receiver**") in respect of the mandates listed in Schedule "B" hereto (the "**Receivership Proceedings**") and any reference to the name RSM Canada Limited in any Court Order in respect of such Receivership Proceedings or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

CCAA PROCEEDINGS

8. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name of RSM Canada Limited as Monitor of the estate files listed as CCAA restructuring proceedings on Schedule "C" hereto (the "**CCAA Estates**") and any reference to the name RSM Canada Limited in any Court Order in respect of such mandates (the "**CCAA Mandates**") or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

ESTATE TRUSTEE DURING LITIGATION PROCEEDINGS

9. **THIS COURT ORDERS** that: (i) the name TDB Restructuring Limited be and is hereby substituted in place of the name RSM Canada Limited as Estate Trustee During Litigation in respect of the mandate listed in Schedule "D" hereto; and (ii) the name Bryan A. Tannenbaum of TDB Restructuring Limited be and is hereby substituted in place of the name Bryan A. Tannenbaum of RSM Canada Limited as Estate Trustee During Litigation in respect of the mandate listed in Schedule "D" (collectively, the "**Estate Mandates**"), and any reference to the name RSM Canada Limited in any Court Order in respect of such Estate Mandates or any

schedule to such Court Order shall be replaced by the name TDB Restructuring Limited. Collectively, the BIA Mandates, the Receivership Proceedings, the CCAA Mandates and the Estate Mandates are referred to herein as the "**Substituted Matters**").

SUBSTITUTED MANDATES

10. **THIS COURT ORDERS** that TDB Restructuring Limited (and its directors, officers, employees, agents, legal counsel and other representatives, as applicable) will continue to have all rights, benefits, protections and obligations granted to RSM Canada Limited (and its legal counsel and representatives, as applicable) under any order made in the Substituted Mandates or any statute applicable to the Substituted Mandates or any contract or agreement to which TDB Restructuring Limited is party under the name RSM Canada Limited in the Substituted Mandates. For greater certainty and without limitation, this includes the benefit of any indemnity, charge or priority granted in the Substituted Mandates and relief from the application of any statute including the Personal Information Protection and Electronic Documents Act (Canada) ("**PIPEDA**").

11. **THIS COURT ORDERS** that to the extent required by the applicable Orders in the Substituted Mandates, the accounts of RSM Canada Limited and its legal counsel in respect of the Substituted Mandates shall be passed in accordance with the applicable Orders in the Substituted Mandates in the name and on the application of TDB Restructuring Limited.

ACCOUNTS

12. **THIS COURT ORDERS** that TDB Restructuring Limited be and is hereby authorized to transfer any and all accounts from the name RSM Canada Limited to the name TDB Restructuring Limited and, if the name on such accounts cannot be changed, to transfer all funds that remain in its trust bank accounts that belong or relate to the Substituted Mandates, or otherwise, to accounts in the name TDB Restructuring Limited, and TDB Restructuring Limited be and is hereby authorized to take all steps and to execute any instrument required for such purpose. Any bank, financial institution or other deposit-taking institution with which TDB Restructuring Limited banks be and is hereby authorized to rely on this Order for all purposes of

this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

13. **THIS COURT ORDERS AND DIRECTS** that TDB Restructuring Limited be and is hereby authorized to endorse for deposit, deposit, transfer, sign, accept or otherwise deal with all cheques, bank drafts, money orders, cash or other remittances received in relation to any of the Substituted Mandates where such cheques, bank drafts, money orders, cash or other remittances are made payable or delivered to the name TDB Restructuring Limited, in relation to the same, and any bank, financial institution or other deposit-taking institution with which TDB Restructuring Limited banks be and is hereby authorized to rely on this Order for all purposes of this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

GENERAL

14. **THIS COURT ORDERS** that this Order shall be effective in all judicial districts in Ontario which govern any of the Substituted Mandates.

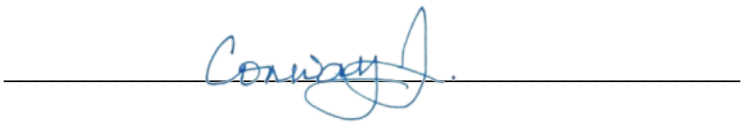
15. **THIS COURT ORDERS** that the requirement for a separate Notice of Motion and supporting Affidavit to be filed in the Court file of each of the Substituted Mandates be and is hereby waived.

16. **THIS COURT ORDERS** that TDB Restructuring Limited shall notify the parties on the Service Lists of the Substituted Mandates (if applicable) of the new website established for such Substituted Mandate and shall post a copy of this Order to the website of each Substituted Mandate and that such notice shall satisfy all requirements for service or notification of this motion and this Order on any interested party in the Substituted Mandates including, without limitation, proven creditors within the BIA Mandates, parties on the Service Lists of the Substituted Mandates (if applicable), the applicable bankrupts or debtors within the Substituted Mandates, and any other person, and any other requirements of service or notification of this motion be and is hereby waived.

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

effect to this Order and to assist TDB Restructuring Limited 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 TDB Restructuring Limited as may be necessary or desirable to give effect to this Order, or to assist TDB Restructuring Limited and its agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry or filing.



Schedule "A": BIA Mandates

Bankruptcies

	Name	Estate Number
1.	Carrington Homes Limited	31-457618
2.	Fernicola, George	31-457619
3.	D. Mady Investments Inc.	31-2281994
4.	Eco Energy Home Services Inc.	31-2502463
5.	Ontario HVAC & Water Inc.	31-2613545
6.	2305992 Ontario Inc.	31-2655918
7.	Fernwood Developments (Ontario) Corporation	31-2661061
8.	Legal Print and Copy Incorporated	31-2884436
9.	Commerce Copy Incorporated	31-2884438
10.	TDI-Dynamic Canada, ULC	31-2903815
11.	Limestone Labs Limited	31-2907613
12.	2465409 Ontario Inc.	31-2939766
13.	Creative Wealth Media Finance Corp.	31-3003083
14.	Knight-Pro Inc.	31-3013900
15.	Ulmer, Blair	32-159136

Division 1 Proposals

	Name	Estate Number
1.	Vaughn Mills Packaging Ltd.	31-2895096
2.	RLogistics Limited Partnership	31-3040679
3.	RLogistics Inc.	31-3042209
4.	1696308 Ontario Inc.	31-3042213

Schedule "B": Receivership Proceedings

	Name	Court / OSB Number
1.	Z. Desjardins Holdings Inc.	CV-23-00706607-00CL
2.	485, 501 and 511 Ontario Street South, Milton, ON	CV-23-00696349-00CL
3.	Eco Energy Home Services Inc.	CV-19-614122-00CL
4.	3070 Ellesmere Developments Inc.	CV-19-00627187-00CL
5.	Fernwood Developments Ontario Corporation	CV-20-00635523-00CL
6.	Utilecredit Corp.	CV-20-00636417
7.	134, 148, 152, 184/188, 214, 224 and 226 Harwood Avenue, Ajax, ON	CV-20-00651299-00CL
8.	Greenvilla (Sutton) Investment Limited (private receivership)	31-459273
9.	2088556 Ontario Inc. (private receivership)	31-459274
10.	935860 Ontario Limited (private receivership)	31-459275
11.	Areacor Inc.	CV-22-00674747-00CL
12.	Limestone Labs Limited and CleanSlate Technologies Incorporated (private receivership)	31-459498
13.	12252856 Canada Inc.	CV-22-00691528-00CL
14.	Harry Sherman Crowe Housing Co-operative Inc.	CV-22-00688248-00CL
15.	Richmond Hill Re-Dev Corporation	CV-23-00695238-00CL
16.	Stateview Homes (Hampton Heights) Inc.	CV-23-00700356-00CL
17.	142 Queenston Street, St. Catharines, ON	CV-23-00705617-00CL
18.	2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, ON	CV-23-00701672-00CL
19.	311 Conacher Drive, Kingston, ON	CV-23-00701672-00CL
20.	Real Property owned by King David Inc.	CV-23-00710411-00CL
21.	CBJ Developments Inc. et al.	CV-23-00707989-00CL
22.	25 Neighbourhood Lane, Etobicoke, ON M8Y 0C4	31-459784

Schedule “C”: CCAA Proceedings

	Name	Court Number
1.	Quality Sterling Group, comprising Quality Rugs of Canada Ltd., Timeline Floors Inc., Ontario Flooring Ltd., Weston Hardwood Design Centre Inc., Malvern Contact Interiors Ltd., Timeline Floor Inc. Ontario Flooring Ltd. Weston Hardwood Design Centre Inc. Malvern Contract Interior Limited Quality Commercial Carpet Corporation Joseph Douglas Pacione Holding Ltd. John Anthony Pacione Holding Ltd. Jopac Enterprises Limited, and Patjo Holding Inc.	CV-23-00703933-00CL

Schedule "D": Estate Trustee During Litigation Proceedings

Name	Court Number
1. The Estate of Sarah (Sue) Turk *	01-3188/14
2. The Estate of Sarah (Sue) Turk *	05-35/14
3. The Estate of Lev Alexandr Karp – *discharge pending*	05-100/17 05-265/17
4. The Estate of Peter Trezzi	01-4647/16
5. The Estate of Florence Maud Anderson *	05-159/19
6. Estate of Murray Burke	2988/19
7. Estate of Robert James Cornish	CV- 23-00693852-00ES
8. Estate of Anne Takaki *	CV-22-00011105-00ES
9. Estate of John Takaki *	CV-22-00011105-00ES
10. Estate of James Frederick Kay **	06-006/14
11. Klaczkowski Family Trust **	CV-21-00659498-00ES
12. Estate of Ethel Ailene Cork **	CV-23-00710309-00ES
13. Estate of Justin Milton Cork **	CV-23-00710291-00ES

* In the name of Bryan A. Tannenbaum of RSM Canada Limited.

** In the name of Bryan A. Tannenbaum only.

TDB RESTRUCTURING LIMITED **and** **RSM CANADA OPERATIONS ULC**

Court File No. CV-24-00715515-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

O R D E R

CHAITONS LLP
Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (LSUC #54100A)
Tel: 416-218-1161
Email: maya @chaitons.com

Lawyers for the Applicant

APPENDIX C

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W., Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

IN THE MATTER OF THE RECEIVERSHIP OF

311 CONACHER DRIVE, KINGSTON, ONTARIO AND

2849, 2851, 2853, 2855 AND 2857 ISLINGTON AVENUE, TORONTO, ONTARIO

FIRST REPORT OF THE RECEIVER

JULY 16, 2024

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

Contents

1.0 INTRODUCTION 1
1.1 Purpose of Report 1
1.2 Terms of Reference 3
2.0 BACKGROUND 3
3.0 RECEIVER'S ACTIVITIES 5
3.1 Contacting the Debtors 5
3.2 Possession, Security, and Protective Measures 5
3.3 Insurance 6
3.4 Statutory Notices 6
3.5 Property Taxes 7
4.0 MARKETING AND SALES PROCESS 7
4.1 Toronto Property 7
4.1.1 Sales process 7
4.1.2 Marketing efforts 8
4.1.3 Offers received 8
4.1.4 The agreement of purchase and sale 9
4.1.5 Toronto Property sale approval 9
5.0 RECEIVER'S BORROWINGS 10
6.0 SECURED CREDITORS 11
6.1 Toronto Property Secured Creditors 11
7.0 PROPOSED INTERIM DISTRIBUTION 11
7.1 Distribution of Toronto Property Proceeds 11
8.0 RECEIPTS AND DISBURSEMENTS 12
9.0 SEALING 12
10.0 PROFESSIONAL FEES 13
11.0 RECEIVER'S REQUEST OF THE COURT 14

APPENDICES

Appointment Order ..... A

Omnibus Order ..... B

Jackson Affidavit (without exhibits) C

Toronto APS (redacted) ..... D

Toronto PIN Reports ..... E

Interim R&D ..... F

Fee Affidavit of Arif Dhanani ..... G

Fee Affidavit of Beatrice Loschiavo ..... H

1.0 INTRODUCTION

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on December 6, 2023, which order was effective December 22, 2023 (the "**Appointment Order**"), RSM Canada Limited was appointed receiver (the "**Receiver**"), without security, of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "**Kingston Property**") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**" and together with the Kingston Property, the "**Properties**"). A copy of the Appointment Order is attached hereto as **Appendix** "**A**".

2. On March 1, 2024, the Court granted an omnibus order substituting the name TDB Restructuring Limited in place of RSM Canada Limited (the "**Omnibus Order**"). A copy of the Omnibus Order is attached hereto as **Appendix** "**B**".

3. The Receiver retained the firm of Paliare Roland Rosenberg Rothstein LLP ("**Paliare Roland**") as the Receiver's independent legal counsel.

4. The Appointment Order, together with Court documents related to the receivership proceeding, has been posted on the Receiver's website, which can be found at https://tdbadvisory.ca/insolvency-case/311-conacher-drive-kingston-ontario2849-2851-2853-2855-and-2857-islington-avenue-toronto-ontario/.

1.1 Purpose of Report

5. The purpose of this first report to Court (the "**First Report**") is to:

   (a) provide background information about the Properties and the circumstances leading up to the appointment of the Receiver;

   (b) specifically with respect to the Toronto Property:

      i. report to the Court on the condition and status of the Toronto Property and the activities of the Receiver in connection therewith;

      ii. report to the Court on the results of the sales process and activities leading to offers for the Toronto Property;

iii. providing to the Court support for the relief sought by the Receiver, namely the request for an approval and vesting order in respect of the Toronto Property, and the sealing of certain confidential information pending completion of the sale transaction for the Toronto Property. In addition to the information contained herein for the benefit of the creditors of the Respondents and other stakeholders, the First Report is also intended to provide the Court with the following confidential information, for which a sealing Order is sought:

1. a summary of the terms of all offers received for the Toronto Property; and

2. an unredacted copy of the executed Agreement of Purchase and Sale for the Toronto Property dated June 3, 2024 (the "**Toronto APS**") between the Receiver and the purchaser of the Toronto Property, or its permitted assignee or as it may direct, as purchaser (the "**Toronto Purchaser**");

(e) provide the Court with information relating to the Receiver's Borrowings Charge (as defined below);

(f) provide the Court with information relating to the secured creditor in respect of the Toronto Property;

(g) provide the Court with a summary of the Receiver's cash receipts and disbursements in respect of the Toronto Property for the period December 22, 2023 to June 15, 2024 (the "**Interim R&D**");

(h) request that the Court grant orders:

i. approving the First Report and the activities of the Receiver set out herein;

ii. authorizing and directing the Receiver to enter into and carry out the terms of the Toronto APS, together with any further amendments thereto deemed necessary by the Receiver in its sole opinion, and vesting title to the Toronto Property in the Toronto Purchaser upon the

closing of the purchase and sale transaction contemplated in the Toronto APS;

iii. approving the proposed Interim Distribution of proceeds (as defined below) from the sale of the Toronto Property;

iv. sealing Confidential Appendices 1 and 2; and

v. approving the fees and disbursements of the Receiver and of the Receiver's independent counsel.

1.2 Terms of Reference

6. In preparing this First Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "**Information**"). Certain of the information contained in the First Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

7. Unless otherwise stated, all dollar amounts contained in the First Report are expressed in Canadian dollars.

2.0 BACKGROUND

9. The Respondents, Conacher Kingston Holdings Inc. ("**Conacher Inc.**") and 5004591 Ontario Inc. ("**500 Inc.**" and together with Conacher Inc., the "**Debtors**"), are companies incorporated pursuant to laws of the Province of Ontario.

10. Conacher Inc. is the registered owner of the Kingston Property and 500 Inc. is the registered owner of the Toronto Property. The Kingston Property is located on the

north side of Conacher Drive, east of Division Street in Kingston Ontario. The property is a re-development site of approximately 18.96 acres for the construction of the "Kingston Townhomes Project" consisting of 257 townhouse lots. The Toronto Property consists of a land assembly with a total acreage of 0.844 acres that is site plan approved for the development of a 111-unit, 75,000 square foot, 6-storey condominium tower known as the "Step Condos".

11. The Debtors are indebted to Cameron Stephens Mortgage Capital Ltd. ("**Cameron Stephens**") in the amount of approximately $13 million with respect to a credit facility made available by Cameron Stephens to Conacher Inc., pursuant to and under the terms of a Letter of Commitment dated November 22, 2019 (the "**Commitment**").

12. The security pledged by the Debtors for their obligations to Cameron Stephens includes various General Security Agreements, a first ranking charge against the Kingston Property, a collateral charge against the Toronto Property, assignments of rents and leases and guarantees from 500 Inc. and Nicholas Kyriacopoulos ("**Mr. Kyriacopoulos**"), all as more particularly described in the affidavit of Curtis Jackson sworn June 26, 2023 (the "**Jackson Affidavit**"). A copy of the Jackson Affidavit, without exhibits, is attached hereto as **Appendix** "**C**".

13. Conacher Inc. fell into default on August 1, 2022, when it failed to pay the monthly interest payment of $106,061.40 then due and an extension fee for the period of July 1, 2022, to January 1, 2023. As a result of the default of Conacher Inc., on August 19th, 2022, Cameron Stephens issued demands for payment and Notices of Intention to Enforce Security pursuant to Section 244(1) of the Bankruptcy and Insolvency Act ("**NITES**") to the Debtors and upon Mr. Kyriacopoulos with respect to their Guarantees.

14. Conacher Inc. subsequently made payment on account but fell into default on multiple occasions thereafter. Accordingly, Cameron Stephens issued a further Notice of Intention to Enforce Security and served further demand letters upon Conacher Inc., 500 Inc. and Mr. Kyriacopoulos dated April 26th, 2023. Despite the demand, the amount owing under the Commitment was not repaid.

15. As a result of the foregoing, Cameron Stephens made an application for the appointment of the Receiver.

3.0 RECEIVER'S ACTIVITIES

3.1 Contacting the Debtors

16. Upon its appointment the Receiver did not have contact information for Mr. Kyriacopoulos. As such, the Receiver emailed counsel to the Debtors, Blaney McMurtry LLP ("**Blaneys**"), in an effort to obtain contact information for Mr. Kyriacopoulos with a view to obtaining the books and records relating to the Kingston Property and the Toronto Property. Notwithstanding multiple emails to Blaneys, the Receiver's emails went unanswered.

17. The Receiver then contacted Cameron Stephens to ascertain whether it had current contact information for Mr. Kyriacopoulos. The Receiver came to learn from Cameron Stephens that Mr. Kyriacopoulos passed away on December 23, 2023, the day after the Receiver's appointment, and that Cameron Stephens did not have contact information for anyone else connected to the Debtors.

3.2 Possession, Security, and Protective Measures

18. Subsequent to its appointment, the Receiver attended at the Toronto Property.

19. The Toronto Property was appropriately fenced in and the entrances and windows to each of the homes within the fenced area were secured with boards. As such, the Receiver did nothing further with respect to the Toronto property other than contact the City of Toronto to ensure that the water to the Toronto Property had been shut off. Subsequently, the City of Toronto contacted the Receiver to advise that it required the Receiver to, among other things, cut the grass at the Toronto Property or that the City of Toronto would do so and add the cost to the property taxes of the Toronto Property. The Receiver engaged a contractor to complete the required work, which was completed about the end of June 2024.

3.3 Insurance

20. Since the Receiver had no contact information for the Debtors, it contacted Cameron Stephens to ascertain whether it had knowledge of the insurer or broker used by the Debtors. Cameron Stephens advised that since the Debtors had stopped communicating with it, Cameron Stephens had included the Properties under its general blanket insurance policy.

21. Mr. Kyriacopoulos' widow ("**Elena**") subsequently contacted the Receiver to inquire what it was doing with respect to the Properties and the Receiver provided Elena with general description of its activities related to the Properties. At that time, the Receiver asked Elena whether she had any information in respect of the insurance coverage over the Properties. Elena sent to the Receiver copies of the insurance policies. The Receiver noted that the insurance policy over the Toronto Property, which policy was for commercial general liability only, expires on January 11, 2025.

22. The Receiver immediately contacted the insurance broker utilized by the Debtors to: (i) confirm that insurance coverage was still in place and that all premiums had been paid up to date, which the insurance broker confirmed; (ii) advise of the receivership proceedings; (iii) request that the named insured and loss payee be changed to the Receiver; and (iv) provide confirmation that Cameron Stephens was an additional insured and loss payee. At the request of Cameron Stephens, the Receiver increased the commercial general liability coverage on the Toronto Property from $2 million to $5 million. The increased policy expires on November 7, 2024.

3.4 Statutory Notices

23. On June 22, 2023, the Receiver prepared the Notice and Statement of Receiver pursuant to section 245(1) of the Bankruptcy and Insolvency Act (the "**245 Notice**") to the known creditors of the Toronto property based on the materials filed by Cameron Stephens for the appointment of a Receiver. As stated above, the principal of the Debtors had passed away and neither Cameron Stephens nor the Receiver had contact information for anyone else employed by the Debtors.

3.5 Property Taxes

24. The Receiver contacted City of Toronto to ascertain the outstanding property taxes for the Toronto Property.

25. A summary of the outstanding property taxes in respect of the Toronto Property to the end of August 2024, which the Receiver intends to pay from the proceeds of sale of the Toronto Property, are set out below:

Description	Islington Avenue					
	2849	2851	2853	2855	2757	Total
Baliff Arrears	$ 62,154.84	$ -	$ 3,814.18	$ 4,815.88	$ 3,313.86	$ 74,098.76
City	23,465.39	37,088.13	21,786.14	23,024.99	23,024.99	128,389.64
Total	**$ 85,620.23**	**$37,088.13**	**$25,600.32**	**$27,840.87**	**$26,338.85**	**$ 202,488.40**

4.0 MARKETING AND SALES PROCESS

26. The Receiver engaged in a sales process for the Toronto Property, as described below.

4.1 Toronto Property

4.1.1 Sales process

27. The Receiver invited eight commercial real estate brokers to submit proposals for the marketing and sale of the Toronto Property, including Colliers Macaulay Nicolls Inc., Brokerage ("**Colliers**").

28. The Receiver received listing proposals from six of the eight brokerages and ultimately selected Colliers based on its significant experience in marketing undeveloped residential property.

29. On March 22, 2024, the Receiver entered into an MLS listing agreement with Colliers.

30. After discussion with Colliers, the Receiver set an offer deadline date of June 3, 2024 as Colliers indicated that the period between March 22, 2024 and June 3, 2024 was more than sufficient time to appropriately market the Toronto Property.

4.1.2 Marketing efforts

31. Colliers launched the listing on MLS on March 25, 2024 and a marketing campaign for the Toronto Property on April 4, 2024.

32. Colliers created and maintained an online data room in order to facilitate due diligence for prospective purchasers. Colliers drafted a form of confidentiality agreement for interested parties to execute in order to be given access to a virtual data room and perform due diligence (the "**Confidentiality Agreement**").

33. In addition to listing the Toronto Property on MLS on March 25, 2024, Colliers undertook the following marketing activities for the Toronto Property:

    (a) e-mails were sent to Colliers' distribution list of approximately 3,000 parties, which emails contained a marketing brochure, a website link to Colliers' webpage for the Toronto Property and a link to the Confidentiality Agreement; and

    (b) an electronic data room was set up to provide access to confidential information pertaining to the Toronto Property to parties who executed the Confidentiality Agreement.

4.1.3 Offers received

34. Colliers received eighteen (18) signed Confidentiality Agreements from prospective purchasers or brokers, all of whom were given access to the electronic data room.

35. On June 3 2024, Colliers received 3 offers and a letter of intent for the Toronto Property. The Receiver reviewed the offers with Colliers and Cameron Stephens, in its capacity as secured lender and sole mortgagee of the Toronto Property. The Receiver requested of Colliers that it go back to the offerors that submitted bids on June 3, 2024 to ask them to resubmit their highest and best offers. Only one party submitted an amended offer.

36. After the second round of bidding, the Receiver determined that the offer from the Toronto Purchaser was the highest and best available offer and should be accepted. A summary of the offers received for the Toronto Property will be filed with the Court as **Confidential Appendix** "**1**", under seal.

37. On June 12, 2024, the Receiver and the Toronto Purchaser entered into the Toronto APS which is now subject to the approval of the Court.

4.1.4 The agreement of purchase and sale

38. Salient terms of the Toronto APS and matters relating thereto include:

(a) the purchased assets include the Toronto Property;

(b) the deposit to be provided under the APS has been received from the Toronto Purchaser;

(c) the offer is firm as the Toronto Purchaser did not have any conditions to closing except the issuance of the AVO (as defined below);

(d) the APS is conditional on Court approval and the issuance of an order vesting title to the Toronto Property in the Toronto Purchaser free and clear of claims and encumbrances, other than those specifically itemized in the APS (the "**AVO**");

(e) the Toronto Purchaser is buying the Toronto Property on an "as is, where is" basis; and

(f) closing of the sale provided for in the APS is scheduled to occur within three days following the date on which the AVO is granted, or such other date as agreed between the Toronto Purchaser and the Receiver.

39. A copy of the Toronto APS, with the purchase price and deposit amount redacted, is attached hereto as **Appendix** "**D**". An unredacted copy will be filed as **Confidential Appendix** "**2**" with the Court, under seal.

4.1.5 Toronto Property sale approval

40. The Receiver believes that the marketing process undertaken by Colliers and the Receiver was appropriate considering the nature of the Toronto Property. The Sale Process allowed for sufficient exposure to market for the Toronto Property for the following reasons, among others:

(a) notice of the sale was sent to approximately 3,000 parties;

(b) the Toronto Property was listed for sale on MLS for a period of approximately 10 weeks; and

(c) the Toronto Property was listed on Colliers' website.

41. Accordingly, based on the above, the Receiver is of the view that the market was widely canvassed and given the length of time on the market, it is unlikely that exposing the Toronto Property to the market for additional time will result in a superior transaction than the one contemplated by the Toronto APS.

42. The Receiver recommends the approval of the Toronto APS by the Court. The transaction contemplated by the Toronto APS provides for the greatest recovery available for the benefit of secured creditors in the circumstances, including Cameron Stephens as first mortgagee on the Toronto Property, as further discussed below. The Receiver understands that Cameron Stephens supports the completion of the transaction contemplated in the Toronto APS.

5.0 RECEIVER'S BORROWINGS

43. Pursuant to paragraph 20 of the Appointment Order, the Receiver was empowered to borrow up to $500,000 at any time for the purpose of funding the exercise of the Receiver's powers and duties. The Appointment Order charged the Properties with 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 (defined below) and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

44. To date, the Receiver has borrowed $150,000 against the Kingston Property and $100,000 against the Toronto Property. The Receiver issued Receiver's certificates (the "**Receiver's Certificates**") in respect of these borrowings.

6.0 SECURED CREDITORS

6.1 Toronto Property Secured Creditors

45. A copy of the parcel register searches for the Toronto Property was obtained from the Ontario Land Registry Office (collectively, the "**Toronto PIN Reports**"). Copies of the Toronto PIN Reports, dated June 3, 2024, are attached hereto as **Appendix** "**E**".

46. The only creditor with a registered charge against the Toronto Property is Cameron Stephens, whose charge is for the registered amount of $15,600,000.

47. The Receiver has obtained a legal opinion from its independent legal counsel opining that, subject to usual assumptions and qualifications, Cameron Stephens' charge is a valid and enforceable first charge against the Toronto Property.

7.0 PROPOSED INTERIM DISTRIBUTION

7.1 Distribution of Toronto Property Proceeds

48. The Receiver intends to distribute the proceeds of sale (the "**Interim Distribution**") upon closing the transaction for the Toronto Property as follows:

    (a) payment to the City of Toronto for the property taxes owing on the Toronto Property of $202,488.40, plus any further interest or fees at the time of closing;

    (b) pay the remaining unpaid fees and disbursements of the Receiver ($18,102.60) and Paliare Roland relating ($4,316.60) to the Toronto Property, which fees and disbursements total $22,419.20.

    (c) repayment to Cameron Stephens of the Receiver's borrowings of $100,000 plus interest thereon to the date of payment in respect of the Receiver's Borrowing Charge against the Toronto Property;

    (d) payment to Colliers of the commissions owed to it upon the successful sale and closing of the Toronto Property;

(e) retention of $100,000 as a holdback for the further fees and disbursements of the Receiver and its counsel to close the sale of the Toronto Property and do all things necessary to wind up the receivership administration in respect of the Toronto Property; and

(f) after obtaining a current payout statement from Cameron Stephens, payment to Cameron Stephens of the balance owed to it or, if the indebtedness to Cameron Stephens exceeds the remaining net proceeds, payment to it of the funds remaining from the proceeds of sale of the Toronto Property.

8.0 RECEIPTS AND DISBURSEMENTS

49. The Interim R&D for the Toronto Property for the period from December 22, 2023 to July 15, 2024 sets out cash receipts of $101,014, including advances made by Cameron Stephens against the Toronto Property totaling $100,000 pursuant to the Receiver's Certificate against the Toronto Property, and cash disbursements of $31,732, resulting in an excess of receipts over disbursements of $69,282. A copy of the Interim R&D is attached as **Appendix** "**F**" to this report.

9.0 SEALING

50. The Receiver respectfully requests that the Court seal Confidential Appendices 1 and 2 to this report, being the offer summary relating to the Toronto Property and an unredacted copy of the Toronto APS. The Receiver believes that the offer received and purchase price and deposit amounts contained in the APS for the Toronto Property should be kept confidential until the completion of sale efforts with respect to the Toronto Property.

51. The inclusion in the public record of the offer summary and an unredacted copy of the Toronto APS (which discloses the purchase price and deposit amounts) would be prejudicial to, among other things, the integrity of the sales process and any additional marketing efforts that may be needed for the Toronto Property if the sale transaction for the Toronto Property fails to close for any reason.

52. The sealing order sought is limited in time and will automatically expire upon the closing of the transaction contemplated in the Toronto APS or further order of the

Court. This will ensure that the offer and purchase price provided in the APS remains confidential until all sale efforts are completed. This is necessary and sufficient to reasonably protect the legitimate stakeholder interests in the circumstances.

53. A full copy of the Toronto APS is being publicly filed as Appendix "D" to this report, with the purchase price and deposit amounts redacted. As a result, the sealing order's effect on the completeness of the public record, if any, will be minimal.

10.0 PROFESSIONAL FEES

54. The Appointment Order provides that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver were granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements. The Receiver's Charge is a first charge on the Properties in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

55. The Receiver's accounts for the period from January 1, 2024 to June 30, 2024 total $41,529.20 in fees and disbursements, plus HST of $5,398.81, for a total amount of 46,928.01. A copy of the Receiver's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Arif Dhanani sworn on July 16, 2024 and attached as **Appendix** "**G**" to this report.

56. The accounts of the Receiver's counsel, Paliare Roland, for the period from January 25, 2024 to June 28, 2024 total $3,820.00 in fees and disbursements, plus HST of $496.60 for a total amount of $4,316.60. A copy of Paliare Roland's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Beatrice Loschiavo sworn on July 16, 2024 and attached as **Appendix** "**H**" to this report.

11.0 RECEIVER'S REQUEST OF THE COURT

57. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 5 (h) above.

All of which is respectfully submitted to this Court as of this 16th day of July 2024.

TDB RESTRUCTURING LIMIITED, solely in its capacity as Receiver of 311 Conacher Drive and 2849, 2851, 2853, 2855 and 2857 Islington Avenue and not in its personal or corporate capacity

Per: 

Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX D

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W., Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

IN THE MATTER OF THE RECEIVERSHIP OF

311 CONACHER DRIVE, KINGSTON, ONTARIO AND

2849, 2851, 2853, 2855 AND 2857 ISLINGTON AVENUE, TORONTO, ONTARIO

SECOND REPORT OF THE RECEIVER

SEPTEMBER 26, 2024

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

Contents

1.0 INTRODUCTION 1
1.1 Purpose of Report 1
1.2 Terms of Reference 3
2.0 TORONTO PROPERTY UPDATE 4
3.0 RECEIVER'S ACTIVITIES 6
3.1 Contacting the Debtors 6
3.2 Possession, Security, Conservative and Protective Measures 6
3.3 Insurance 7
3.4 Statutory Notices 8
3.5 Property Taxes 8
3.6 City of Kingston Securities 8
4.0 MARKETING AND SALES PROCESS 9
4.1 Kingston Property 9
4.1.1 Sales process 9
4.1.2 Marketing efforts 10
4.1.3 Offers received 10
4.1.4 The agreement of purchase and sale 12
4.1.5 Kingston Property sale approval 13
5.0 RECEIVER'S BORROWINGS 14
6.0 SECURED CREDITORS 14
6.1 Kingston Property Secured Creditors 14
7.0 PROPOSED INTERIM DISTRIBUTION 15
7.1 Distribution of Kingston Property Proceeds 15
8.0 RECEIPTS AND DISBURSEMENTS 17
9.0 SEALING 17
10.0 PROFESSIONAL FEES 18
11.0 RECEIVER'S REQUEST OF THE COURT 19

APPENDICES

Appointment Order ..... A

Omnibus Order ..... B

First Report (without appendices) C

August 27th Letter ..... D

Kingston APS (redacted) ..... E

Kingston PIN Reports ..... F

Interim R&D ..... G

Fee Affidavit of Arif Dhanani ..... H

Fee Affidavit of Beatrice Loschiavo I

1.0 INTRODUCTION

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on December 6, 2023, which order was effective December 22, 2023 (the "**Appointment Order**"), RSM Canada Limited was appointed receiver (the "**Receiver**"), without security, of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "**Kingston Property**") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**" and together with the Kingston Property, the "**Properties**"). A copy of the Appointment Order is attached hereto as **Appendix** "**A**".

2. On March 1, 2024, the Court granted an order substituting TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the "**Omnibus Order**"). A copy of the Omnibus Order is attached hereto as **Appendix** "**B**".

3. On August 13, 2024, the Receiver entered into an agreement of purchase and sale with respect to the Kingston Property. As set out in greater detail below, the primary purpose of this report is to describe this proposed transaction and to request that this Court grant an order approving the same.

4. The Receiver retained the firm of Paliare Roland Rosenberg Rothstein LLP ("**Paliare Roland**") as the Receiver's independent legal counsel.

5. Terms not defined herein are defined in the Receiver's report dated July 16, 2024 (the "**First Report**"). A copy of the First Report, without appendices, is attached hereto as **Appendix** "**C**".

6. The Appointment Order, together with Court documents related to the receivership proceeding, has been posted on the Receiver's website, which can be found at https://tdbadvisory.ca/insolvency-case/311-conacher-drive-kingston-ontario2849-2851-2853-2855-and-2857-islington-avenue-toronto-ontario/.

1.1 Purpose of Report

7. The purpose of this second report to Court (the "**Second Report**") is to:

(a) provide the Court with an update on the sale of the Toronto Property, which was approved by order of Justice Cavanagh on July 24, 2024;

(b) specifically with respect to the Kingston Property:

i. report to the Court on the condition and status of the Kingston Property and the activities of the Receiver in connection therewith;

ii. report to the Court on the results of the sales process and activities leading to offers for the Kingston Property;

iii. providing to the Court support for the relief sought by the Receiver, namely the request for an approval and vesting order in respect of the Kingston Property, and the sealing of certain confidential information pending completion of the sale transaction for the Kingston Property. In addition to the information contained herein for the benefit of the creditors of the Respondents and other stakeholders, the Second Report is also intended to provide the Court with the following confidential information, for which a sealing Order is sought:

1. a summary of the terms of all offers received for the Kingston Property;

2. an unredacted copy of the executed Agreement of Purchase and Sale for the Kingston Property dated August 13, 2024 (the "**Kingston APS**") between the Receiver and the purchaser of the Kingston Property, or its permitted assignee or as it may direct, as purchaser (the "**Kingston Purchaser**");

(e) provide the Court with information relating to the Receiver's Borrowings Charge;

(f) provide the Court with information relating to the secured creditors in respect of each of the Kingston Property;

(g) provide the Court with a summary of the Receiver's cash receipts and disbursements in respect of the Kingston Property for the period December 22, 2023 to September 18, 2024 (the "**Interim R&D**");

(h) request that the Court grant orders:

i. approving the Second Report and the activities of the Receiver set out herein;

ii. authorizing and directing the Receiver to enter into and carry out the terms of the Kingston APS, together with any further amendments thereto deemed necessary by the Receiver in its sole opinion, and vesting title to the Kingson Property in the Kingston Purchaser upon the closing of the purchase and sale transaction contemplated in the Kingston APS;

iii. approving the Proposed Interim Distribution of Proceeds (as defined below) from the sale of the Kingston Property;

iv. sealing Confidential Appendices 1 and 2; and

v. approving the fees and disbursements of the Receiver and of the Receiver's independent counsel.

1.2 Terms of Reference

8. In preparing the Second Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "**Information**"). Certain of the information contained in the Second Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the

Receiver expresses no opinion or other form of assurance in respect of the Information.

9. Unless otherwise stated, all dollar amounts contained in the Second Report are expressed in Canadian dollars.

2.0 TORONTO PROPERTY UPDATE

9. As set out in the First Report, the Receiver entered into a purchase and sale agreement with Lakeshore Luxe Design and Build Group Inc. in trust for 1000944028 Ontario Inc. (the "**Toronto Purchaser**"). Closing of the transaction with the Toronto Purchaser was scheduled for July 30, 2024.

10. On July 30, 2024, counsel to the Toronto Purchaser advised that a one-day extension was required to close the transaction. The Receiver agreed to same at no cost as a courtesy; however, it was agreed that any closing adjustments were to remain as at July 30, 2024.

11. On July 31, 2024, counsel to the Toronto Purchaser advised that an extension to August 9, 2024 was required in order to close the transaction with the Toronto Purchaser. The Receiver agreed to the request provided that closing adjustments remain as at July 30, 2024 and the Toronto Purchaser pay $75,000 to offset additional interest on the indebtedness owed to Cameron Stephens as a result of the delay. The Toronto Purchaser agreed to these terms and paid the requested $75,000, at which time the Toronto APS was revived and closing was extended to August 9, 2024.

12. On August 9, 2024, counsel to the Toronto Purchaser advised that an extension to August 16, 2024 was required in order to close the transaction. The Receiver agreed to the further extension request provided that closing adjustments remain as at July 30, 2024 and the Toronto Purchaser pay $150,000 to offset the additional professional costs associated with the extensions to August 9th and August 16th and interest on the indebtedness owed to Cameron Stephens. The Toronto Purchaser agreed to the terms set out by the Receiver and paid the requested $150,000, at

which time the Toronto APS was revived and closing was extended to August 16, 2024.

13. On August 16, 2024, counsel to the Toronto Purchaser advised that the Toronto Purchaser required an extension to August 21, 2024, however, the Toronto Purchaser intended to close the transaction sooner, if possible. The Receiver proposed the following extensions to which the Toronto Purchaser agreed: (i) to 2:00 pm on August 19, 2024 with no further payment; (ii) to 2:00 pm on August 20, 2024 for a further payment of $75,000; and (iii) to 2:00 pm on August 21, 2024 for a further payment of $100,000. Notwithstanding that the Toronto Purchaser agreed to the terms of the Receiver's extensions, it did not pay the funds required to extend the closing date to August 21, 2024.

14. Subsequently, the Receiver and its real estate counsel, Garfinkle Biderman LLP ("**Garfinkle Biderman**"), engaged in several discussions and exchanged correspondence with the Toronto Purchaser's litigation counsel, Tyr LLP, in an effort to obtain some comfort that the transaction for the Toronto Property would close imminently; however, nothing substantive was provided by either the Toronto Purchaser or its counsel regarding any time frame for receipt of funds from the Toronto Purchaser's lender or closing of the transaction.

15. On August 26, 2024, the Receiver and Garfinkle Biderman had a call with Cameron Stephens to discuss the status of the transaction and to recommend that the Toronto Purchaser be advised that the transaction had been terminated and to have Colliers remarket the property for sale. Upon Cameron Stephens' agreement, on August 27, 2024, Garfinkle Biderman sent a letter to Tyr LLP confirming same (the "**August 27th Letter**"). A copy of the August 27th Letter is attached hereto as **Appendix** "**D**".

16. Colliers is currently re-marketing the Toronto Property for sale and Garfinkle Biderman has released the Purchaser's deposit and funds paid by the Toronto Purchaser for the extensions to August 9, 2024 and August 16, 2024 to the Receiver (the "**Forfeited Funds**").

17. The Receiver intends to use the Forfeited Funds to: (i) pay the professional fees of Paliare Roland, Garfinkle Biderman and the Receiver relating to the Toronto Property; (ii) repay the Receiver's Certificate in the amount of $100,000 relating to

the Toronto Property; (iii) pay to Colliers its commission relating to the contemplated sale of the Toronto Property in accordance with the listing agreement executed by the Receiver; (iv) retain a holdback of $100,000 for the additional professional fees costs of the Receiver and its counsel to do all things necessary to effect the sale of the Toronto Property; and (v) pay the balance to Cameron Stephens in respect of the amount owed to it.

3.0 RECEIVER'S ACTIVITIES

3.1 Contacting the Debtors

18. The Receiver's efforts relating to its attempts to contact the Debtors are set out in the First Report.

3.2 Possession, Security, Conservative and Protective Measures

19. Subsequent to its appointment, the Receiver attended at the Kingston Property.

20. As a result of the size of the property, the Kingston Property did not have fencing around it. The Receiver observed, among other things, that:

    (a) 3 blocks, each consisting of 5 units, footings and foundation walls (poured concrete) were exposed to the elements;

    (a) 2 blocks, each consisting of 5 houses with 95% of their exterior complete, interior walls and studding complete, plumbing partially complete and all electrical wiring, which appeared to have been completed and was then cut and removed from the site;

    (b) 2 blocks, each consisting of 5 houses with exterior 95% complete, interior 80% complete, HVAC, electrical, plumbing, studding and drywall complete, partial kitchen and bathrooms installed and some flooring installed;

    (c) certain of the built houses on the property had been broken into. Although no one was present at the time of the Receiver's attendance, it appeared that certain houses were being lived in by homeless individuals.

21. The Receiver implemented the following protective and conservatory measures in respect of the Kingston Property:

    (a) closed all of the doors and windows that it was able to;

    (b) boarded up all broken doors and windows;

    (c) foundations were backfilled around the outside perimeter and bales of straw were be placed around the inside perimeter of the foundation basements and tarped in order to try to preserve foundations and footings from the elements; and

    (d) the Receiver has periodically attended at the Kingston Property to ensure that everything continues to be in order.

3.3 Insurance

22. The Receiver's efforts with respect to ensuring the Kingston Property was insured, include: (i) contacting Cameron Stephens; (ii) its discussions with Mr. Kyriacopolous' widow; and (iii) subsequently contacting the insurance broker utilized by the Debtors are set out in the First Report. The Receiver notes that the insurance policy over the Kingston Property, which policy was for commercial general liability only, expired on August 12, 2024.

23. Based on its discussions with the Debtors' insurance broker, the Receiver came to learn that the structures on the Kingston Property were not insured. The Receiver informed Cameron Stephens of this and subsequently worked with the Debtors' insurance broker to obtain coverage over the various structures.

24. On the basis that the Kingston Property's commercial general liability insurance coverage expired on August 12, 2024, the Receiver sought and obtained an extension of same. In addition, the Receiver has insured the structures on the Kingston Property, which include the partially built townhouses as well as the exposed foundations. The commercial general liability policy and insurance coverage over the structures on the Kingston Property is in place up to July 12, 2025 at a cost of $20,708 per month. While there may be a minimum retained premium for the

commercial liability policy, the cost of coverage over the structures on the Kingston Property is only for time on risk.

3.4 Statutory Notices

25. On June 22, 2023, the Receiver prepared the Notice and Statement of Receiver pursuant to section 245(1) of the Bankruptcy and Insolvency Act (the "**245 Notice**") to the known creditors of the Kingston Property based on the materials filed by Cameron Stephens for the appointment of a Receiver. As previously stated herein, the principal of the Debtors had passed away and neither Cameron Stephens or the Receiver had contact information for anyone else employed by the Debtors.

3.5 Property Taxes

26. The Receiver contacted the City of Kingston to ascertain the outstanding property taxes for the Kingston Property.

27. On the basis that there are 260 roll numbers associated with the Kingston Property, the Receiver has not set out herein the property taxes payable on a roll-by-roll basis. The taxes payable to the City of Kingston total approximately $1,350,000, which the Receiver intends to pay from the proceeds of sale of the Kingston Property.

3.6 City of Kingston Securities

28. In or about May 2024, the Receiver was contacted by the City of Kingston, who advised that it held certain securities in relation to the Kingston Property as they relate to various agreements between the City of Kingston and Conacher Kingston Holdings Inc., as follows:

    (a) $1,333,782 – in respect of the subdivision agreement (no instrument registration number provided);

    (b) $100,000 – in respect of the model home agreement (registered as instrument no. FC299585); and

    (c) $141,390 – in respect of the pre-servicing agreement (registered as instrument no. FR267976).

29. The City of Kingston advised that the terms and conditions relating to the model home agreement and pre-servicing agreements had been fulfilled and that it would be amenable to releasing same to the Receiver upon receipt of a direction to do so from the Receiver. The City of Kingston further advised that the terms and conditions relating to the subdivision agreement had not been met and that it required the assumption of same by any purchaser of the Kingston Property as a condition of the Kingston APS. The Receiver has incorporated this condition into the Kingston APS.

30. On June 6, 2024, the Receiver, through its real estate counsel, issued a direction to the City of Kingston requesting release of the securities for the model home agreement and pre-servicing agreements. On or about July 4, 2024, the Receiver received and deposited to its trust account two cheques from the City of Kingston totaling together $241,390.

4.0 MARKETING AND SALES PROCESS

31. The Receiver engaged in a sales process for the Kingston Property as described below.

4.1 Kingston Property

4.1.1 Sales process

32. The Receiver invited eight commercial real estate brokers to submit proposals for the marketing and sale of the Kingston Property, including Rogers & Trainor Commercial Realty Inc. ("**RTCR**").

33. The Receiver received listing proposals from five of the eight brokerages and ultimately selected RTCR, with the concurrence of Cameron Stephens.

34. On March 25, 2024, the Receiver entered into an exclusive listing agreement with RTCR on a short-term basis to market the Kingston Property. The purpose of entering into a short-term exclusive listing agreement was to: (i) allow time for RTCR to contact the City of Kingston to obtain as much publicly available information as possible for its data room, prior to listing the property for sale on the multiple listing

service ("**MLS**"); and (ii) so that RTCR could deal with enquiries from interested parties on the Receiver's behalf. On April 15, 2024, the Receiver entered into an MLS listing agreement with RTCR.

35. After discussion with RTCR, the Receiver set an offer deadline date of June 3, 2024 as RTCR indicated that the period between April 15, 2024 and June 3, 2024 was sufficient time to appropriately market the Kingston Property.

4.1.2 Marketing efforts

36. RTCR launched a marketing campaign for the Kingston Property on April 10, 2024.

37. The Receiver provided RTCR with a form of agreement of purchase and sale to be uploaded to the online data room maintained by RTCR, in order to facilitate purchaser due diligence. RTCR drafted a form of confidentiality agreement for interested parties to execute in order to be given access to a virtual data room and perform due diligence (the "**Confidentiality Agreement**"). The form of Confidentiality Agreement was reviewed and approved by Paliare Roland.

38. A summary of marketing activities undertaken by RTCR is set out below:

    (a) brochures were mailed out along with the Confidentiality Agreement on a targeted basis;

    (b) e-mails were sent to RTCR's distribution list of approximately 7,000 parties;

    (c) the Kingston Property was also listed on RTCR's website and MLS; and

    (d) an electronic data room was set up to provide access to confidential information pertaining to the Kingston Property to parties which had executed a confidentiality agreement.

4.1.3 Offers received

39. RTCR received twenty-eight (28) signed Confidentiality Agreements by prospective purchasers or brokers, all of whom were given access to the electronic data room.

40. On June 3 2024, RTCR received two (2) offers for the Kingston Property. The Receiver reviewed the offers with RTCR and Cameron Stephens, in its capacity as secured lender and mortgagee of the Kingston Property. RTCR was subsequently contacted by the Kingston Purchaser, who advised that it was interested in submitting an offer, but did not do so on the basis that the principal of the Kingston Purchaser had only recently returned from being out of the country. The Receiver requested of RTCR that it go back to the offerors that submitted bids on June 3, 2024 to ask them to resubmit their highest and best offers and to request that the Kingston Purchaser submit its highest and best offer. Based on the offers submitted subsequent to June 3, 2024, the Receiver determined that the offer from the Kingston Purchaser is the highest and best available offer, given among other things current market conditions, and should be accepted. A summary of the offers received for the Kingston Property will be filed with the Court as **Confidential Appendix** "**1**", under seal.

41. On June 19, 2024, the Receiver and the Kingston Purchaser entered into an APS, which was conditional on the Kingston Purchaser's due diligence, which condition was to be waived or satisfied by July 9, 2024.

42. On July 9, 2024, the Kingston Purchaser, through its agent, advised that its due diligence condition had not been satisfied and that it would not be proceeding with the transaction. Garfinkle Biderman subsequently refunded the Kingston Purchaser's deposit.

43. On July 16, 2024, the Receiver entered into a purchase and sale agreement (the "**Second APS**") with an alternate purchaser (the "**Second Kingston Purchaser**") for the Kingston Property, which agreement was also conditional on: (i) approval of the Receiver's terms and conditions by the Second Kingston Purchaser's counsel, which condition was to be waived or satisfied on or before July 30, 2024 (the "**Solicitor's Condition**"); and (ii) financing, which condition was to be waived or satisfied on or before August 30, 2024 (the "**Financing Condition**").

44. On July 30, 2024, the Second Kingston Purchaser's agent advised that the Second Kingston Purchaser had not satisfied or waived the Solicitor's Condition in relation

to the Second APS with the Receiver and that it was requesting an extension to same August 2, 2024.

45. On or about August 1, 2024, the Receiver, Garfinkle Biderman and counsel to the Second Kingston Purchaser had a discussion with regard to the various comments on the Second APS that were made by counsel to the Second Kingston Purchaser, which included a further extension to both the Solicitor's Condition and the Financing Condition.

46. Prior to finalization or agreement with the Second Kingston Purchaser on any amended terms and conditions to the Second APS, the Kingston Purchaser contacted RTCR to advise that it was willing to submit another offer for the Kingston Property. The Receiver indicated to RTCR that it was willing to entertain such offer.

47. Upon receipt and review of the revised unconditional signed offer from the Kingston Purchaser on August 14, 2024, the Receiver executed the Kingston APS. The Kingston APS is for a price that is higher than the Second APS.

4.1.4 The agreement of purchase and sale

48. Salient terms of the Kingston APS and matters relating thereto include:

(a) the purchased assets include the Kingston Property;

(b) the deposit to be provided under the APS has been received from the Kingston Purchaser;

(c) the offer is firm as the Purchaser has waived all conditions to closing except the issuance of the AVO (as defined below);

(d) the APS is conditional on Court approval and the issuance of an order vesting the Purchased Assets in the Purchaser free and clear of claims and encumbrances, other than those specifically itemized in the APS (the "**AVO**");

(e) the Purchaser is buying the Kingston Property on an "as is, where is" basis; and

(f) closing of the sale provided for in the APS is scheduled to occur within the later of: (i) three days immediately following the date on which the AVO is granted, or the next business day; or (ii) October 2, 2024, or such other date as the Receiver and the Kingston Purchaser may mutually agree upon.

49. A copy of the Kingston APS, with the purchase price and deposit amount redacted, is attached hereto as **Appendix** "**E**." An unredacted copy will be filed as **Confidential Appendix** "**2**" with the Court, under seal.

4.1.5 Kingston Property sale approval

50. The Receiver believes that the marketing process undertaken by RTCR and the Receiver was appropriate considering the nature of the Kingston Property. The Sale Process allowed for sufficient exposure to market for the Kingston Property, for the following reasons, among others:

(a) notice of the sale was sent to more than 7,000 parties;

(b) the Kingston Property was listed for sale on MLS;

(c) the Kingston Property was listed on RTCR's website;

(d) the property was listed exclusively for a period of 3 weeks and then exposed to the market on MLS thereafter for a period of approximately 7 weeks; and

(e) subsequent to the date upon which offers were due, the Kingston Property remained unsold and no other potential purchasers, other than the Kingston Purchaser, the Second Kingston Purchaser and one other party, approached the Receiver to advise of their interest in purchasing the Kingston Property.

51. Accordingly, based on the above, the Receiver is of the view that the market was widely canvassed and given the length of time on the market, it is unlikely that exposing the Kingston Property to the market for additional time will result in a superior transaction than the one contemplated by the Kingston APS.

52. The Receiver recommends the approval of the Kingston APS by the Court. The transaction contemplated by the Kingston APS provides for the greatest recovery

available for the benefit of the secured creditors in the circumstances, including Cameron Stephens as first mortgagee on the Kingston Property as further discussed below. The Receiver understands that Cameron Stephens supports the AVO and the completion of the transaction contemplated in the Kingston APS.

5.0 RECEIVER'S BORROWINGS

53. Pursuant to paragraph 20 of the Appointment Order, the Receiver was empowered to borrow up to $500,000 at any time for the purpose of funding the exercise of the Receiver's powers and duties. The Appointment Order charged the Properties with a priority charge (the "**Receiver's Borrowings Charge**") subject only to the Receiver's Charge (defined below) and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

54. To date, the Receiver has borrowed and has issued Receiver's Certificates totaling $150,000 against the Kingston Property. The Receiver issued Receiver's certificates (the "**Receiver's Certificates**") in respect of these borrowings.

6.0 SECURED CREDITORS

6.1 Kingston Property Secured Creditors

55. A copy of the parcel register searches for the Kingston Property was obtained from the Ontario Land Registry Office (collectively, the "**Kingston PIN Reports**"). There are over 200 PIN Reports relating to the Kingston Property. Sample copies of the PIN Reports for five (5) lots, dated June 3, 2024, are attached hereto as **Appendix** "**F**".

[remainder of page left blank intentionally]

56. A summary of the creditor charges registered against the Kingston Property as set out in the Kingston PIN Reports is as follows:

Date of Registration	Nature of Registration	Registrant	Amount
2019/12/18	Charge	Cameron Stephens Mortgage Capital Ltd.	$15,600,000
2020/10/23	Charge	2462686 Ontario Inc.	$5,000,000
2022/11/03	Charge	2478659 Ontario Ltd.	$8,500,000

57. The Receiver has obtained a legal opinion from its independent legal counsel opining that, subject to usual assumptions and qualifications, the mortgage held and registered by Cameron Stephens is a valid and enforceable first charge against the Kingston Property. The second and third mortgagees, 2462686 Ontario Inc. and 2478659 Ontario Ltd., have not yet provided the Receiver with their security documentation as at the date of this report and as a result, counsel for the Receiver has been unable to complete its opinions on the validity, enforceability and priority of those charges against the Kingston Property.

7.0 PROPOSED INTERIM DISTRIBUTION

7.1 Distribution of Kingston Property Proceeds

58. Assuming that 2462686 Ontario Inc. and 2478659 Ontario Ltd. provide their security documentation to the Receiver and counsel to the Receiver opines that their security is valid and enforceable against the Kingston Property with priority in the order of registration, the Receiver intends to distribute the proceeds of sale upon closing the transaction for the Kingston Property in the following order of priority (such scheme of distribution being the "**Interim Distribution**"):

(a) payment to the City of Kingston for the property taxes owing on the Kingston Property of approximately $1,350,000, plus any further interest or fees at the time of closing;

(b) pay any remaining unpaid fees and disbursements of the Receiver and its counsel relating to the Kingston Property.

(c) repayment to Cameron Stephens of the Receiver's borrowings of $150,000 plus interest thereon to the date of payment in respect of the Receiver's Borrowing Charge in respect of the Kingston Property;

(d) payment to RTCR of the commissions owed to it upon the successful sale and closing of the Kingston Property;

(e) retention of $150,000 as a holdback amount for the further fees and disbursements of the Receiver and its counsel to close the sale of the Kingston Property and do all things necessary to wind up the receivership administration in respect of the Kingston Property;

(f) payment to Cameron Stephens of the remaining amount owed to it in respect of its mortgage;

(g) payment to 2462686 Ontario Inc. of the lesser of: (i) the amount owed to it in respect of its mortgage; or (ii) the remaining proceeds from the sale of the Kingston Property; and

(h) payment to 2478659 Ontario Ltd. of the lesser of: (i) the amount owed to it in respect of its mortgage; or (ii) the remaining proceeds from the sale of the Kingston Property.

59. In the event that 2462686 Ontario Inc. and 2478659 Ontario Ltd. do not provide their security documentation to the Receiver or there is a defect with respect to their security and/or there are surplus funds remaining from the sale of the Kingston Property after making the entire Interim Distribution, the Receiver intends to attend in Court to obtain the advice and directions of the Court on the manner in which to distribute the remaining proceeds.

8.0 RECEIPTS AND DISBURSEMENTS

60. The Interim R&D for the period from December 22, 2023 to September 18, 2024 sets out cash receipts of $393,642, including advances made by the Cameron Stephens totaling $150,000 pursuant to the Receiver's Certificates against the Kingston Property, and cash disbursements of $206,243, resulting in an excess of receipts over disbursements of $187,399. A copy of the Interim R&D is attached hereto as Appendix "**G**".

9.0 SEALING

61. The Receiver respectfully requests that the Court seal Confidential Appendices 1 and 2 to this report, being the offer summary relating to the Kingston Property and an unredacted copy of the Kingston APS. The Receiver believes that the offer received and purchase price and deposit amounts contained in the APS for the Kingston Property should be kept confidential until the completion of sale efforts with respect to the Kingston Property.

62. The inclusion in the public record of the offer summary and an unredacted copy of the Kingston APS (which discloses the purchase price and deposit amount) would be prejudicial to, among other things, the integrity of sales process and any additional marketing efforts that may be needed for the Kingston Property if sale transaction for the Kingston Property fails to close for any reason.

63. The sealing order sought is limited in time and will automatically expire upon the closing of the transaction contemplated in the Kingston APS or further order of the Court. This will ensure that the offers and purchase price provided in the Kingston APS remains confidential until all sale efforts are completed. This is necessary and sufficient to reasonably protect the legitimate stakeholder interests in the circumstances.

64. A full copy of the Kingston APS is being publicly filed as Appendix "D" to this report, with the purchase price and deposit amounts redacted. As a result, the sealing order's effect on the completeness of the public record, if any, will be minimal.

10.0 PROFESSIONAL FEES

65. The Appointment Order provides that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver were granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements. The Receiver's Charge is a first charge on the Properties in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

66. The Receiver's accounts for the period from January 1, 2024 to August 31, 2024 total $77,259.13 in fees and disbursements, plus HST of $10,043.70, for a total amount of $87,302.83. A copy of the Receiver's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Arif Dhanani sworn on September 19, 2024 and attached as **Appendix** "**H**" to this report.

67. The accounts of the Receiver's counsel, Paliare Roland, for the period from January 25, 2024 to August 29, 2024 total $16,584.38 inclusive of fees, disbursements and HST. A copy of Paliare Roland's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Beatrice Loschiavo sworn on September 17, 2024 and attached as **Appendix** "**I**" to this report.

[remainder of page left blank intentionally]

11.0 RECEIVER'S REQUEST OF THE COURT

68. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 7(h) above.

All of which is respectfully submitted to this Court as of this September 26, 2024.

TDB RESTRUCTURING LIMIITED, solely in its capacity as Receiver of 311 Conacher Drive and 2849, 2851, 2853, 2855 and 2857 Islington Avenue and not in its personal or corporate capacity

Per: 

Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX E

SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ ENDORSEMENT FORM

COURT FILE NO.: CV-23-00701672-00CL **DATE:** OCTOBER 9, 2024

NO. ON LIST: 5

TITLE OF PROCEEDING: **CAMERON STEPHENS MORTGAGE CAPITAL LTD. v. CONACHER KINGSTON HOLDINGS INC. et al**

BEFORE: **JUSTICE W.D. BLACK**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Wendy Greenspoon-Soer Counsel	Cameron Stephens Mortgage Capital Ltd.	wgreenspoon@garfinkle.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Paul H. Starkman Calvin Zhang Counsel	2478659 Ontario Ltd.	paul@starkmanlawyers.com calvin@starkmanlawyers.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Dan Murdoch Nick Avis Counsel	Ron Barbaro	dmurdoch@stikeman.com navis@stikeman.com
Samuel Mosonyi Counsel	Elena Terpselas, in her Capacity as Estate Trustee of the Estate of Nicholas Kyriacopoulos	smosonyi@robapp.com

Paul F. Rooney Dale Denis Counsel	AJGL Group Inc.	rooney@paulfrooneyprofcorp.com dale@dilitigation.com
Ryan Taylor Counsel	Issam A. Saad and 2858087 Ontario Inc.	rtaylor@cmblaw.ca
Raffaele Sparano Counsel	2468659 Ontario Inc.	rsparano@himprolaw.com
Arif Dhanani Bryan Tannenbaum	TDB Restructuring Limited	adhanani@tdbadvisory.ca btannenbaum@tdbadvisory.ca
Douglas Montgomery Jeff Larry Counsel	TDB Restructuring Limited	douglas.montgomery@paliareroland.com jeff.larry@paliareroland.com

---

ENDORSEMENT OF JUSTICE W.D. BLACK:

[1] This was a motion brought by TDB Restructuring Limited in its capacity as the court-appointed receiver (the "Receiver") of the lands and premises known municipally as 311 Conacher Drive, Kingston, Ontario (the "Kingston Property") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Islington Property" and together with the Kingston Property, the "Properties") for, among other things, the approval of the sale of the Kingston Property.

[2] More particularly, the Receiver seeks orders:

(a) Approving the sale transaction (the "Transaction") for the Kingston Property contemplated by the asset purchase agreement between the Receiver and 2349891 Ontario Inc. (the "Kingston Purchaser") dated August 13, 2024 (the "APS").

(b) Following the Receiver's delivery of the Receiver's certificate (substantially in the form at Schedule A to the proposed Approval and Vesting Order (the "AVO"), transferring and vesting all of Conacher Kingston Holdings Inc. (the "Debtor')'s right, title, and interest in and to the Kingston Property to Crestmount Developments (Kingston) Limited, free and clear of all liens, charges, security interests and encumbrances other than permitted encumbrances.

(c) Approving the Proposed Interim Distribution (as defined in the materials).

(d) Approving the Second Report of the Receiver dated September 26, 2024, and the Receiver's activities described therein, as well as the fees and disbursements of the Receiver and its counsel as detailed in the Second Report and in two affidavits filed herein.

(e) Sealing Confidential Appendices 1 and 2 to the Second Report; and

(f) Approving the Receiver's Statement of Receipts and Disbursements described in the Second Report.

[3] With the exception of certain concerns discussed below, which in my view do not constitute reasons to prevent or delay the Transaction, the Transaction is essentially unopposed. In my view the process and

efforts undertaken by the Receiver easily meet the well-established criteria under *Royal Bank v. Soundair Corp.*, 1991 CanLII 2727 (ONCA).

[4] The evidence amply demonstrates that the Kingston Property was well-exposed to the market through, among other steps, distribution of promotional brochures to over 7000 potential purchasers and a public MLS listing for approximately seven weeks. An initial potential deal fell by the wayside, and the Receiver renewed its efforts and attracted (or confirmed) additional interest.

[5] The Receiver received two offers for the Kingston Property by the Bid Deadline, in addition to the offer from the Kingston Purchaser giving rise to the Transaction.

[6] The only condition for closing is the issuance of the AVO sought on this motion.

[7] It is clear to me that the Receiver has made a robust effort to get the best price for the Kingston Property, and has not acted improvidently, and I see nothing to suggest that the process has been in any way unfair.

[8] The only opposition to the Transaction came, first, from counsel to the putative second mortgagee on the Kingston Property, 2462686 Ontario Inc. ("286") who raised, reasonably, a question as to whether a particular party who had previously expressed an interest in purchasing the Kingston Property had been approached. The Receiver provided a supplement to its Second Report confirming that indeed there had been communications with the agent for that party, from which no bid had resulted.

[9] Appropriately, in light of receiving that information, counsel for 286 expressly withdrew the concern.

[10] A second set of alleged concerns were voiced by counsel for the putative third mortgagee on the Kingston Property, 2478659 Ontario Ltd. ("247"). (I use the word "putative" with respect to mortgages of 246 and 247 inasmuch as, despite numerous requests from the Receiver, neither has yet provided documentation proving the validity of their respective charges. Both say they expect to do so, but for the moment at least some question has been raised about their mortgage security which remains to be resolved).

[11] I regard the concerns raised by 247 as insubstantial and bordering on inappropriate. The concerns were in the nature of suggesting that, for example, although the Receiver reported that it had sent brochures to 7000 potential purchasers it had not in its materials identified the 7000 recipients or provided relevant details about them. Other similarly uncompelling concerns were raised. 247 also suggested that there was no evidence that the broker had a "for sale" sign in place on the Kingston Property; in response the Broker quickly confirmed that it had and offered photographic evidence (which I did not need to see to accept the Broker's confirmation). In my view 247's arguments in this vein were in the nature of "throwing everything against the wall in the hope that something would stick." As a more troubling part of this offensive, counsel for 247 even went so far as to allege that the Receiver had engaged in "double counting" in respect of its fees.

[12] Any party asserting such allegations against an officer of the court has, in my view, a duty to provide precise and compelling evidence to substantiate them. The processes involved in insolvency matters before this court are important, and often subject to time constraints and other pressures, and this court relies heavily on the professionalism and integrity of the court-appointed professionals who assist the court in these proceedings.

[13] That is not to say that the Receiver (or any other court officer) is above scrutiny or reproach. However, such allegations must not be made lightly, and must be based in clear evidence.

[14] In my view 247's allegations are not supported by the evidence in this record and were and are not reasonable allegations to make. I see nothing to suggest that the receiver has conducted itself with anything less than its usual level of diligence and professionalism.

[15] I am satisfied that the Transaction is for the benefit of the relevant stakeholders and, as noted, in compliance with the Soundair principles, and I approve it. I also agree with the need for the Confidential Appendices to be sealed (in accordance with Sherman Estate and Sierra Club) and so order.

[16] The other issues raised before me related to issues about the proposed distribution of funds.

[17] Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens") is, undisputedly, the first mortgagee on both the Kingston Property – for which it provided first mortgage financing to Conacher Kingston Holdings Inc. ("Conacher Kingston") – and on the Islington Property – for which it provided first mortgage financing to 5004591 Ontario Inc. ("500", and together with Conacher Kingston, the "Debtors").

[18] The Receiver proposes, after payments of property taxes to the City of Kingston, payment of its fees and those of its counsel, payment of the Receiver's borrowings relating to the Kingston Property, payment to the broker of it commissions and retaining a holdback for further fees and disbursements to pay to Cameron Stephens the remaining amount owed to it in respect of the indebtedness secured by its first mortgage on the Kingston Property (and the Receiver expects that Cameron Stephens indebtedness will be fully repaid from those net proceeds).

[19] With respect to the second and third mortgagees, 246 and 247, as noted the Receiver remains to be satisfied that these parties have valid charges against the Kingston Property.

[20] On the assumption that 246 and 247 will demonstrate that their respective security is valid and enforceable, the Receiver than proposed to make the following further distributions:

(a) Payment to 246 of the lesser of:

i. The amount owed to it in respect of its mortgage; or

ii. The remaining proceeds from the sale of the Kingston Property; and

(b) Payment to 247 of the lesser of:

i. The amount owed to it in respect of the mortgage; or

ii. The remaining proceeds from the sale of the Kingston Property.

[21] In the ordinary course, this proposed approach to distribution appears unassailable.

[22] However, 247 in particular, and 246, make arguments arising in relation to the Islington Property, and in particular the ownership of the Islington Property. That is, and the premise for the "marshalling" argument discussed below, Conacher Kingston and 500 were each owned by the late Nick Kyriacopoulos.

[23] I should note in passing that, in July of 2024 the Receiver brought a motion to approve the sale of the Islington Property. The motion was granted, but the purchaser ultimately failed to close the purchase, as a result of which the Islington Property was re-listed.

[24] The order sought by the Receiver contemplates, after the distributions described above, the postponement of any further distributions to creditors pending the sale of the Islington Property. So, any excess proceeds from the sale of the Kingston Property will be held in trust by the Receiver until the Islington Property is sold and stakeholders have an opportunity to make submissions about the appropriate distribution of both any surplus funds from the Kingston Property and the net proceeds of sale of the Islington Property.

[25] Notwithstanding this proposed approach, 247 has now brought a motion for a declaration that the "doctrine of marshalling be applied to require Cameron Stephens to realize on its security against the [Islington Property]." 247 also seeks an order requiring the Receiver to maintain the sale proceeds from the Kingston Property and the Islington Property in separate accounts, and that Cameron Stephens' mortgage on the Islington Property not be discharged.

[26] The Receiver opposes the relief sought by 247, noting that both Conacher Kingston and 500 have covenanted to Cameron Stephens to repay the full amount of their debt, as secured by the first mortgage, in each case that Cameron Stephens holds, on the respective properties.

[27] The Receiver cites at least four reasons why the proceeds of sale of the Kingston Property ought not to be held back.

[28] First, as noted, there is no dispute about the validity of Cameron Stephens' charges over the properties, nor that Cameron Stephens is the first mortgagee in each case. The Receiver points to authority for the proposition that, even if the doctrine of marshalling is applicable, a fundamental principle of the doctrine is that "nothing will be done to interfere with the paramount right of the first mortgagee to pursue his remedy against either of the two estates." (*807933 Ontario Inc. v. Allison (Trustee of)* (1995) 22 O.R. (3d) 102 (Gen. Div.), appeal dismissed (1998) 38 O.R. (3d) 337 (C.A.).

[29] As such, the Receiver persuasively argues, the right of a junior creditor to invoke the marshalling doctrine is subject to the important qualification that nothing will be done to interfere with the ability of the first mortgagee to pursue its remedy against either of the two estates. The first mortgagee does not become a trustee for the junior mortgagees (*First Investors Corp. v. Veeradon Developments Ltd*. (1988), ABCA 38 (CanLII). In this case, the Receiver asserts, requiring Cameron Stephens to postpone realization on its security would in fact prejudice its "paramount" right to pursue its remedy against either of the two estates.

[30] Second, the Receiver takes issue with 247's reliance on *Re Allison* (on which the Receiver also relies). The Receiver points out that the motions judge in that case concluded that "the applicants are not entitled to invoke the doctrine of marshalling" on the basis that the applicant was not a secured creditor." Moreover, as was pointed out by counsel for the owner of the Islington Property, who was present in court, the specific aspect of the motions judge's decision in *Re Allison* on which 247 specifically relied in argument was expressly overturned by the Court of Appeal for Ontario.

[31] The Receiver notes that, even if the doctrine of marshalling applies – in respect of which it takes no position – the result would still be to pay down Cameron Stephens' debt in full from the Kingston

Property sale, and subsequently allow 246 and/or 247 to argue that they have the right to marshal into the Islington Property, which is precisely what the Receiver's proposed approach will allow to happen.

[32] The Receiver's third point is that the indebtedness owed to Cameron Stephens and the other creditors continues to grow as a result of the accrual of interest, such that the sooner its debt is satisfied the more money will be available for the satisfaction of other debts. On the other hand, reducing the amount of proceeds available to satisfy the claims of multiple creditors is in none of the stakeholders' interest.

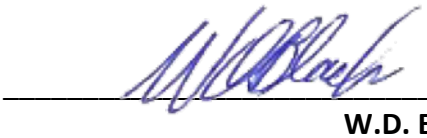
[33] Finally, the Receiver notes that creditors who assert claims, albeit unsecured, against proceeds from the Islington Property may similarly argue that Cameron Stephens' indebtedness ought to be repaid out of the Kingston Property first. In fact, those very arguments were raised in July 2024 when the Receiver sought approval of the sale of the Toronto Property.

[34] I am persuaded by these submissions. In my view the doctrine of marshalling, even if it applies, does not assist the second and third mortgagees (246 and 247) here.

[35] The Receiver's proposed approach to distribution in fact preserves whatever rights these parties (and others) may have to share in the proceeds of sale (of the two properties).

[36] Moreover, it remains the case that 246 and 247 have yet to prove the validity of their respective charges (and counsel for the owner of the Islington Property maintains that they will be unable to do so). While I would not uphold the argument of 246 and 247 in the circumstances at hand in any event, I would be all the more loath to do so when the validity of their respective charges remains unproved.

[37] As noted, and for these additional reasons, I am granting the orders sought by the Receiver, signed copies of which are attached, and dismissing the motions of 246 and 247.



W.D. BLACK J.

DATE: OCTOBER 9, 2024

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	WEDNESDAY, THE 9TH DAY
	)	
JUSTICE W.D. BLACK	)	OF OCTOBER, 2024

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and –

CONACHER KINGSTON HOLDINGS INC. and **5004591 ONTARIO INC.**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by TDB Restructuring Limited in its capacity as the Court-appointed receiver (the "Receiver") of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the “Kingston Property”) and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the “Toronto Property” and together with the Kingston Property, the “Properties”) for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and 2349891 Ontario Inc. (the "Purchaser") dated August 13, 2024 and appended to the Report of the Receiver dated September 26, 2024 (the "Second Report"), and vesting in the Purchaser or as it directs, Conacher Kingston

Holdings Inc. (the "**Debtor**")'s right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report and on hearing the submissions of counsel for the Receiver and the other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the Lawyer's Certificate of Service of Douglas Montgomery, dated October 2, 2024, filed:

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

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in Crestmount Developments (Kingston) Limited, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the

foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Conway dated December 6, 2023 (and effective December 22, 2023); (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office No. 13 of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act, the Land Registrar is hereby directed to enter Crestmount Developments (Kingston) Limited as the owner of the subject real property identified in Schedule B hereto (the “Real Property”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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

sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS that, upon closing of the Transaction, the Receiver is authorized and directed to distribute the net proceeds from the sale of the Purchased Assets in the following order of priority (such scheme of distribution being the "Interim Distribution"):

(a) Payment to the City of Kingston, in respect of property taxes owing by the Debtor in connection with the Kingston Property;

(b) Payment to the Receiver and its counsel, in respect of remaining unpaid fees and disbursements in connection with the Kingston Property;

(c) Payment to Cameron Stephens Mortgage Capital Ltd. ("CS"), in respect of amounts loaned to the Receiver pursuant to the Receiver's Borrowing Charge in connection with Kingston Property;

(d) Payment to Rogers & Trainor Commercial Realty Inc., in respect of commissions owed to it upon the successful closing of the Transaction;

(e) Retention of $150,000 by the Receiver as a holdback amount for the further fees and disbursements of the Receiver and its counsel to do close the sale of the Kingston Property and to do all things necessary to wind up the administration of the receivership of the Kingston Property; and

(f) Payment to CS, in respect of the remaining amount owed to it in connection with its mortgage registered on title to the Kingston Property.

6. THIS COURT ORDERS that, to the extent that there remain net proceeds from the sale of the Purchased Assets following the Interim Distribution (these funds being the "Surplus Funds"), the Receiver shall hold the Surplus Funds pending further order of the Court.

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

8. THIS COURT ORDERS that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtor;

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

shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver 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.



Schedule A – Form of Receiver's Certificate

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and –

CONACHER KINGSTON HOLDINGS INC. and **5004591 ONTARIO INC.**

Respondents

RECEIVER'S CERTIFICATE

RECITALS

(a) Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the "Court") dated December 6, 2023 (and effective December 22, 2023), TDB Restructuring Limited was appointed as the receiver (the "Receiver") of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "Kingston Property") and

2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Toronto Property" and together with the Kingston property, the "Properties").

(b) Pursuant to an Order of the Court dated October 9, 2024, the Court approved the agreement of purchase and sale made as of August 13, 2024 (the "Sale Agreement") between the Receiver and the Purchaser and provided for the vesting in Crestmount Developments (Kingston) Limited of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

TDB Restructuring Limited, in its capacity as Receiver of the Properties, and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – Purchased Assets

PIN Range Nos. 36061-0475 to 36061-0730

Lots 1 to 256, all inclusive, Plan 13M135

PIN Range Nos. 36061-0731 to 36061-0734

Blocks 257 to 260, all inclusive, Plan 13M135

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

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
FC294966	2019/12/18	CHARGE	$15,600,000	CONACHER KINGSTON HOLDINGS INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.
FC312121	2020/10/23	CHARGE	$5,000,000	CONACHER KINGSTON HOLDINGS INC.	2462686 ONTARIO INC.
FC312122	2020/10/23	NO ASSGN RENT GEN		CONACHER KINGSTON HOLDINGS INC.	2462686 ONTARIO INC.
FC319869	2021/02/25	POSTPONEMENT		2462686 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.
FC362038	2022/11/03	CHARGE	$8,500,000	CONACHER KINGSTON HOLDINGS INC.	2478659 ONTARIO LTD.
FC384851	2024/03/22	NOTICE		STERLING CAPITAL CORP.	
FC388266	2024/06/11	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED
FC388269	2024/06/11	APL AMEND ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED

Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property

(unaffected by the Vesting Order)

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
FR143249	1964/01/23	BYLAW			
FR210365	1971/05/27	BYLAW			
FR656866	1996/10/31	AGREEMENT	$1		THE CITY OF KINGSTON
FR673613	1997/10/01	BYLAW			
FC267976	2018/09/18	NOTICE		THE CORPORATION OF THE CITY OF KINGSTON	CONACHER KINGSTON HOLDINGS INC.
FC271067	2018/11/05	BYLAW		THE CORPORATION OF THE CITY OF KINGSTON	
FC299585	2020/03/19	NOTICE		THE CORPORATION OF THE CITY OF KINGSTON	CONACHER KINGSTON HOLDINGS INC.
13M135	2021/06/15	PLAN SUBDIVISION			
13R22461	2021/06/18	PLAN REFERENCE			
FC328512	2021/06/28	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF KINGSTON	CONACHER KINGSTON HOLDINGS INC.
FC328513	2021/06/28	TRANSFER EASEMENT	$1	CONACHER KINGSTON HOLDINGS INC.	THE CORPORATION OF THE CITY OF KINGSTON

FC329305	2021/07/07	TRANSFER EASEMENT	$1	CONACHER KINGSTON HOLDINGS INC.	KINGSTON HYDRO CORPORATION
FC356034	2022/07/28	PLAN CORRECTION		ASSISTANT EXAMINER OF SURVEYS	

APPENDIX F

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT made the 26th day of September 2024.

BETWEEN:

TDB RESTRUCTURING LIMITED (the "**Receiver**")

in its capacity as Court-Appointed Receiver over the lands and premises set out on Schedule "A" attached hereto and not in its personal or corporate capacity

(the **"Vendor"**)

and

Arjun Anand in trust for a company to be formed

(the **"Purchaser"**)

RECITALS:

A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated December 6, 2023, (the "**Appointment Order**") RSM Canada Limited was appointed as Receiver over the lands legally described in Schedule "A" attached hereto, effective December 22, 2023;

B. Pursuant to the Substitution Order of the Ontario Court of Justice (Commercial List) dated March 1, 2024, (the "**Substitution Order**") the Receiver's name was substituted in the place of the name of RSM Canada Limited;

C. The Vendor desires to sell and the Purchaser desires to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties covenant and agree as follows:

SECTION 1 - INTERPRETATION

1.1. Definitions

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

(a) "**Acceptance Date**" means the date that this Agreement is executed and delivered by the Parties;

(b) **"Agent"** shall mean Colliers Macaulay Nicolls Inc.;

(c) "**Agreement**" means this Agreement of Purchase and Sale, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;

(d) "**Applicable Laws**" means, with respect to the Purchased Assets or to any Person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Person, property, transaction or event;

(e) "**Assumed Liabilities**" has the meaning ascribed to it in Section 2.10.

(f) "**Business Day**" means a day on which banks and the Land Registry Office for the City of Toronto are open for business but does not include a Saturday, Sunday, or statutory holiday in the Province of Ontario;

(g) Intentionally deleted.

(h) "**Claim**" means any claim, demand, action, cause of action, damage, loss, cost, liability or expense (including legal fees on a substantial indemnity basis) and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

(i) "**Closing**" means the successful completion of the Transaction;

(j) "**Closing Date**" means the date which is ~~three (3)~~ 10 business days immediately following the date upon which the Approval and Vesting Order is granted, ~~or the next Business Day, as applicable, or such other date as the Parties may mutually agree upon~~;

(k) Intentionally deleted.

(l) "**Court**" means the Court defined in the first recital of this Agreement;

(m) Intentionally deleted.

(n) "**Data Room**" means the electronic data room established by or on behalf of the Vendor containing documents related to the Purchased Assets for review by the Purchaser;

(o) Intentionally deleted.

(p) Intentionally deleted.

(q) **"Debtor or Debtors"** means all or any one of Kings Townhomes Limited (formerly Conacher Kingston Holdings Inc.) and 5004591 Ontario Inc.;

(r) "**Deposit**" has the meaning ascribed to it in Section 2.5;

(s) "**Encumbrance**" means any mortgage, charge, pledge, hypothecation, security interest, trust, deemed trust (statutory or otherwise) assignment, lien (statutory or otherwise), Claim, title retention agreement or arrangement, restrictive covenant, rights of way, easements, encroachments, reserves, or other encumbrance of any nature or any other arrangement or condition which, in substance, secures payment or performance of an obligation;

(t) "**Environmental Condition**" has the meaning ascribed to it in Section 2.2(a).

(u) "**Environmental Laws**" means all Applicable Laws concerning pollution or protection of the natural environment or otherwise relating to the environment or health or safety matters, including Applicable Laws pertaining to (i) reporting, licensing, permitting, investigating and remediating the presence of Hazardous Materials, and (ii) the storage, generation, use, handling, manufacture, processing, transportation, treatment, release and disposal of Hazardous Materials including without limiting the generality of the foregoing the following any written policies and guidelines and directives, administrative rulings or interpretations, that are in effect and applicable to the Vendor or the Property on the Closing Date, as well as the common law and any judicial or administrative order, consent decree or judgment that is in effect and applicable to the Vendor or the Property on the Closing Date, that relates to pollution or the protection of the environment, including, without limitation, the *Atomic Energy Control Act* (Canada), the *Canadian Environmental Protection Act* (Canada), the *Pest Control Products Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario), the *Ontario Water Resources Act* (Ontario) and the *Occupational Health & Safety Act* (Ontario), and the regulations and guidelines promulgated pursuant thereto or issued by any Government Authority in respect thereof, and equivalent or similar local and provincial ordinances and statutory programs and the regulations and guidelines promulgated pursuant thereto.

(v) "**Ereg**" has the meaning ascribed to it in Section 5.7;

(w) "**ETA**" means the *Excise Tax Act* (Canada), as it may be amended from time to time;

(x) **"Excluded Assets"** means the assets, if any, listed in Schedule "C";

(y) **"Final Order"** means, in respect of any order, such order after i) the expiry of applicable appeal periods; or (ii) in the event of an appeal or application for leave to appeal or to stay, vary, supersede, set aside or vacate such order, final determination of such appeal or application by the applicable court or apelet tribunal;

(z) "**Governmental Authority**" means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the Transaction or one or both of the Parties and shall include a board, commission, courts, bureau, agency or any quasi-governmental or private body exercising any regulatory authority including an association of insurance underwriters;

(aa) "**Hazardous Materials**" means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Governmental Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health or safety matters;

(bb) "**HST**" means all goods and services taxes and harmonized sales tax payable under the ETA;

(cc) "**Land Transfer Tax**" means all the taxes payable under the *Land Transfer Tax Act* (Ontario) and any other applicable provincial or municipal land transfer tax legislation, including all registration fees, license fees, and other like charges payable upon a transfer of real property, together with interest, penalties and additions thereto;

(dd) "Leases" means any leases with any tenants relating to the Property;

(ee) Intentionally deleted.

(ff) "**Liabilities**" means all costs, expenses, charges, debts, liabilities, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise, liquidated or unliquidated under or in respect of any contract, agreement, arrangement, lease, commitment or undertaking, Applicable Law and Taxes.

(gg) "**Parties**" means the Vendor, the Purchaser and any other Person who may become a party to this Agreement. "**Party**" means any one of the foregoing;

(hh) "**Permits**" means all permits, licenses and applications that may have been issued or applied for in the name of the Debtor and/or the Vendor in connection with the servicing and/or development of the Property;

(ii) "**Permitted Encumbrances**" means those Encumbrances listed in Schedule "B" attached hereto;

(jj) "**Person**" means an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity;

(kk) "**Plans**" means all plans and documentation in the possession or control of the Vendor relevant to the development of the Property including, without limitation, any project documents, engineering drawings, architectural plans and working drawings, landscaping plans, reports, project documents other documentation prepared to illustrate or define a particular aspect of the development of the Property, in each instance, to the extent forming part of the Data Room created by the Vendor in respect of the Transaction;

(ll) "**Property**" means the real property described in Schedule "A" attached hereto;

(mm) "**Property Documents**" means the documents in the Data Room;

(nn) "**Purchaser Closing Conditions**" has the meaning ascribed to it in Section 4.1;

(oo) "**Purchase Price**" shall have the meaning ascribed to it in Section 2.4. For greater certainty, the Purchase Price shall be exclusive of Transfer Taxes and any other taxes payable as a result of or in connection with the Transaction;

(pp) "**Purchaser's Solicitors**" means the law firm of •;

(qq) "**Purchased Assets**" means those assets being the lands which are the subject of this Agreement;

(rr) **"Receiver"** has the meaning described thereto in the Recitals;

(ss) **"Reports"** means collectively any written reports or documents received or obtained by the Receiver from any third party regarding any aspect of the Property;

(tt) "**Rights**" has the meaning ascribed to it in Section 2.13;

(uu) **"Sale Procedure"** means the sale procedure attached hereto as Schedule "D", with such amendments as are satisfactory to the Receiver;

(vv) Intentionally deleted.

(ww) **"Successful Bid"** has the meaning given to it in the Sale Procedure;

(xx) **"Successful Bidder"** has the meaning given to it in the Sale Procedure;

(yy) "**Transaction**" means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;

(zz) "**Transfer Taxes**" means all HST, Land Transfer Tax, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated together with interest, penalties and additional amounts imposed with respect thereto;

(aaa) Intentionally deleted.

(bbb) "**Vendor Closing Conditions**" has the meaning ascribed to it in Section 4.3;

(ccc) "**Vendor's Solicitor**" means the law firm of Garfinkle Biderman LLP;

(ddd) **"Approval and Vesting Order"** means the order of the Court approving the sale by the Receiver to the Purchaser of the Subject Assets and vesting all rights, title and interest of the Subject Assets in favour of the Purchaser free and clear of all Encumbrances (other than Permitted Encumbrances) (in a form to be agreed upon by the parties);

(eee) **"Vesting Order Motion"** means a motion by the Receiver seeking the granting of the Approval and Vesting Order; and

(fff) "**Work Orders**" means any work orders, deficiency notices, outstanding building permits, orders, or requirements to comply with any Applicable Laws or issued by any Governmental Authorities.

1.2. Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of

this Agreement. The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof.

1.3. Extended Meanings

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

1.4. Schedules

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

Schedule "A"	Property
Schedule "B"	Permitted Encumbrances
Schedule “C”	Excluded Assets
Schedule “D”	Sale Procedure

SECTION 2 — SALE AND PURCHASE AND ASSIGNMENT

2.1. Sale and Purchase of Purchased Assets

On the Closing Date, subject to the terms and conditions of this Agreement, the Vendor shall sell and the Purchaser shall purchase the Purchased Assets and the Purchaser shall assume the Assumed Liabilities, all in accordance with and pursuant to the terms hereof and the Approval and Vesting Order. The Purchaser acknowledges that it is not purchasing any other property or assets of the Debtor other than the Purchased Assets.

2.2. "As is, Where is"

The Purchaser acknowledges and agrees that:

(a) the Vendor is selling and the Purchaser is purchasing the Purchased Assets on an “as is, where is” basis subject to whatever defects, conditions, impediments, Hazardous Materials or deficiencies which may exist on the Closing Date, including, without limiting the generality of the foregoing, any latent or patent defects in the Purchased Assets. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to any matter including, title, encumbrances, description, fitness for purpose or use, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, zoning,

permitted uses, permits, compliance with Applicable Laws of Government Authorities, threatened claims, litigation, the existence or non-existence of Hazardous Materials flowing onto or from the Property or any part thereof, or in the air, surface or ground water flowing through, onto or from the Property, or any part thereof, any non-compliance with Environmental Laws including any adverse matters contained in the Reports (the "**Environmental Condition**"), compliance with any or all Environmental Laws, or in respect of any other matter or thing whatsoever concerning the Purchased Assets, or the right of the Vendor to sell or assign same save and except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply hereto and are hereby waived by the Purchaser. The descriptions of the Purchased Assets set out in this Agreement or in the Property Documents are for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the completeness or accuracy of such descriptions. The Purchaser further acknowledges that the Property Documents and all other written and oral information (including, without limitation, any analyses, financial information and projections, compilations, studies and the Plans) obtained by the Purchaser from the Vendor or the Agent with respect to the Purchased Assets or otherwise relating to the Transaction has been provided for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendor shall not be under any obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser's responsibility to take possession of the Purchased Assets.

(b) notwithstanding any statutory provisions to the contrary, the Purchaser has no right to submit requisitions on title or in regard to any outstanding Work Orders, and the Purchaser shall accept the title to the Property subject to the Permitted Encumbrances and the Environmental Condition.

(c) the various parties who prepared the Property Documents may have restricted the use thereof to the Debtor only, in their respective retainers with the Debtor and any purported conveyance of any of the Property Documents by the Vendor to the Purchaser may be subject to such limitations.

(d) Without limiting the generality of this Section 2.2, the Purchaser acknowledges and agrees that the parties have expressly agreed to exclude from this Agreement all express or implied representations and warranties with respect to the following matters:

(i) the compliance of the Property with Applicable Laws, by-laws or regulations including without limitation, municipal zoning by-laws and regulations;

(ii) any easements, rights of way, instruments, documents, agreements or other registered or unregistered interest in the Property which impacts the

use, enjoyment, income or development opportunities connected with the Property;

(iii) that the present use or any future use of the Purchased Assets intended by the Purchaser is or will be lawful or permitted;

(iv) the execution, good standing, validity, binding effect or enforceability of the Permitted Encumbrances;

(v) that the Vendor has any right, title or interest in any goodwill associated with the Purchased Assets, or the use of any name associated with the operation of the Purchased Assets;

(vi) the description, title, condition, value, state of repair and fitness for any purpose of the Purchased Assets; and

(vii) the compliance of the Property with Environmental Laws, Reports or the existence or non-existence of Hazardous Materials, environmental, soil or water contamination or pollution on or about the Property, or otherwise with respect to the environmental condition of the Property;

(e) the Property Documents and any assets lists, information packages and other material concerning the Purchased Assets or the sale thereof provided by or on behalf of the Vendor and the Agent have been prepared solely for the convenience of the Purchaser and are not warranted or represented to be complete or accurate and are not part of this Agreement (unless specifically provided in such material) and the descriptions of the Purchased Assets provided to the Purchaser are for the purposes of identification only, no conditions, warranty or representation has been or will be given by the Vendor concerning the accuracy, completeness or any other matter concerning such descriptions;

(f) the Vendor is entering into this Agreement solely in its capacity as Receiver of the Property pursuant to the Appointment Order and not in its personal or other capacity and the Vendor and its agents (including the Vendor's Solicitors), officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith;

(g) save as to any valid objection to title made in respect of matters arising after the Acceptance Date, the Purchaser shall be conclusively deemed to have accepted the title to the Property and to have accepted the Property subject to the Permitted Encumbrances and the Environmental Condition and subject to all Applicable Laws, by-laws and regulations affecting its use. If any valid objection to title expressly permitted herein is made by the Purchaser prior to the Closing Date, which the Vendor is unwilling or unable to remove, remedy, or satisfy and which the Purchaser will not waive or is not satisfied by title insurance, then the Receiver may terminate this Agreement by notice to the Purchaser, whereupon, except as herein expressly set forth, the Deposit without interest accrued thereon shall be forthwith returned to the Purchaser in accordance with and subject to the

terms in Section 2.5 and 2.12 each of the Purchaser and the Receiver shall be released from all obligations under this Agreement;

(h) the Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such of the foregoing as are in the possession or control of the Receiver;

(i) the Purchaser acknowledges that, the Vendor has provided the Purchaser access to the Data Room and that the Purchaser has had sufficient opportunity to review, and has satisfied itself with respect to, the Property Documents. If for any reason the transaction is not completed, the Purchaser shall forthwith return the Property Documents, and delete any electronic copies of them in its possession or control. The Vendor makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained in any of the Property Documents; and

(j) in entering into this Agreement, the Purchaser has relied and will rely entirely and solely upon its own inspections and investigations with respect to the Property and the Purchased Assets, including the physical condition and the Environmental Condition of the Purchased Assets including compliance with Applicable Laws and has relied solely upon its own judgement resulting from doing so and has not relied and will not rely on any information, written or oral, furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor including the Agent, including with respect to value of the Purchased Assets, the development potential of the Property, adequacy, marketability, quantity, location, condition, quality, fitness or state of repair. The information in the Data Room and description of the Purchased Assets in any marketing material, listing information, and any like material delivered or made available by the Vendor and/or the Agent, the Vendor's agents or any other party on its behalf to the Purchaser or its representatives are believed to be correct, but if any misstatement, error, inaccuracy or omission (collectively the "**Inaccuracies**") is found in the them, the Purchaser shall not be entitled to any abatement, damages, reimbursement, costs or to termination of this Agreement as a result of them and the Purchaser releases the Vendor and its agents from any Claims the Purchaser had, has or may have as a result of such Inaccuracies.

2.3. Permitted Encumbrances

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

2.4. Purchase Price

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets (the "**Purchase Price**") shall be an amount of $[redacted], allocated as set out in paragraph 2.7.

2.5. Deposit

The Parties acknowledge and agree that the sum of $[redacted] being ten (10%) percent of the Purchase Price (the "**Deposit**") will be delivered by the Purchaser to the Vendor's solicitor in trust within 24 hours of acceptance of an executed copy of the Agreement by the Purchaser and the Vendor. The Deposit shall be held in a non-interest bearing account of a Canadian chartered bank or trust company, in trust and to be disbursed in accordance with the following provisions:

(a) if the purchase and sale of the Purchased Assets is completed on the Closing Date, then the Deposit shall be released from trust and applied towards payment of the Purchase Price;

(b) if the purchase and sale of the Purchased Assets is not completed on the Closing Date for any reason other than the default of the Purchaser hereunder, then the Deposit shall, subject to any Claim by the Vendor for damages under Section 2.12(d) herein, be released from trust and paid to the Purchaser in full satisfaction of all Claims incurred by the Purchaser as a result of such non-completion; or

(c) if the purchase and sale of the Purchased Assets is not completed on the Closing Date as a result of the Purchaser's default hereunder, then the Deposit shall be forfeited to the Vendor and released from trust as liquidated damages and not as a penalty and paid to the Vendor without prejudice to the Vendor's rights to reimbursement on account of any Claim of the Vendor against the Purchaser as a result of such failure and the Vendor shall be entitled to pursue all of its rights and remedies against the Purchaser, including the resale of the Purchased Assets. Upon any such resale, the Purchaser shall pay to the Vendor: (i) an amount equal to the amount, if any, by which the Purchase Price under the Agreement exceeds the net purchase price received by the Vendor pursuant to such resale (net of any commissions and costs and expenses incurred to effect the completion of such resale including legal costs on a full indemnity basis), and (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of the Transaction or occasioned by the Purchaser's failure to comply with this Agreement.

2.6. Payment of Purchase Price

The Purchase Price shall be paid and satisfied as follows:

(a) on Closing, the Deposit shall be released from trust and credited against the Purchase Price in accordance with Section 2.5(a); and

(b) on Closing, the Purchase Price, subject to adjustments and minus the amount paid to the Vendor pursuant to Section 2.6(a), shall be paid to the Vendor or as the Vendor may direct in writing by way of wire transfer using the Large Value Transfer System.

2.7. Intentionally deleted.

2.8. Adjustment of Purchase Price

(1) The Purchase Price shall be adjusted as of the Closing Date in accordance with the terms of this Agreement for any property taxes (including interest thereon, if applicable), utilities and any other items which are usually adjusted in purchase transactions involving assets similar to the Purchased Assets in the context of a Court supervised sale (the "**Adjustments**"). The Receiver shall prepare a statement of adjustments and deliver same to the Purchaser for its approval by no later than 3 Business Days prior to the Closing Date. If the amount of any Adjustments required to be made pursuant to this Purchase Agreement cannot be reasonably determined as of the Closing Date, an estimate shall be made by the Vendor as of the Closing Date based upon the best information available to the Vendor at such time. When such cost or amount is determined, the Vendor or Purchaser, as the case may be, shall, within 30 days of determination, provide a complete statement thereof to the other and within 30 days thereafter the Vendor and the Purchaser shall make a final adjustment as of the Closing Date for the item in question. In the absence of agreement by the Parties the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Vendor and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the Parties. All re-adjustments shall be requested in a detailed manner on or before the 60th day after the Closing Date, after which time neither party shall have any right to request re-adjustment.

(2) Other than as provided for in this section 2.8, there shall be no Adjustments to the Purchase Price.

2.9. Excluded Liabilities

Other than the Assumed Liabilities, the Purchaser shall not assume and shall not be liable for any other Liabilities of the Vendor or the Debtor.

2.10. Assumed Liabilities

From and after Closing, the Purchaser shall assume and be liable for the Assumed Liabilities. The Assumed Liabilities shall consist only of the Liabilities incurred under or in respect of:

(a) Permitted Encumbrances;

(b) the use of the Purchased Assets from and after the Closing Date to the extent relating to periods from and after the Closing Date; and

(c) the Environmental Condition, and any and all Liabilities for the remediation of the soil and groundwater in, on, over, under or flowing through, onto or from the Property or any part thereof.

(the foregoing being the "**Assumed Liabilities**").

2.11. Taxes

In addition to the Purchase Price, the Purchaser or the beneficial owner of the Property if different from the Purchaser shall pay all applicable Transfer Taxes exigible in connection with the purchase and sale of the Purchased Assets, including, without limitation, HST and Land Transfer Tax.

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

The Purchaser shall deliver, prior to Closing, a certificate in form prepared by the Vendor acting reasonably certifying that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the Transaction. The Purchaser's certificate shall also include certification of the Purchaser's prescription and/or registration as the case may be, and the Purchaser's HST registration number together and the Purchaser shall indemnify and hold harmless the Vendor from and against any and all Claims, HST, penalties, costs and any interest that may become payable by or assessed against the Vendor for all Transfer Taxes arising out of, related to or connected in any way with the Property or this Transaction. If the Purchaser shall fail to deliver its certificate, then the Purchaser shall tender to the Vendor at Closing, in addition to the balance due on Closing, an amount equal to the HST that the Vendor shall be obligated to collect and remit in connection with the Transaction.

2.12. Inspections

The Vendor will permit the Purchaser, its consultants, agents and representatives to carry out, at the Purchaser's sole expense and risk, such investigations, soil tests, and environmental audits as the Purchaser, acting reasonably, may deem necessary with respect to the Property, subject to and conditional upon the following terms and conditions:

(a) any invasive testing shall require the Vendor's written approval prior to such testing;

(b) the Purchaser shall provide at least two Business Days' notice to the Vendor of any such tests and inspections and the Vendor will be entitled to have a representative present during all such tests and inspections;

(c) all soil tests or environmental audits shall be coordinated with the Vendor;

(d) any damage to the Property caused by such tests and inspections will be promptly repaired by the Purchaser and the Purchaser will indemnify and save the Vendor harmless from all Claims which the Vendor may suffer as a result of the said tests and inspections or any other breach of this Section by the Purchaser; and

(e) prior to entering the Property to conduct the Purchaser's tests and investigations, the Purchaser shall deliver (or shall cause its representatives completing the Purchaser's investigations on its behalf to deliver) to the Vendor evidence of liability insurance coverage for at least $2,000,000.

The Purchaser agrees that the Vendor shall be entitled to deduct from the Deposit the amount of any Claims which the Vendor may suffer as a result of a breach of this Section 2.12 by the Purchaser. To the extent that the Purchaser commissions any reports in connection with its tests and investigations of the Property, copies of all such reports shall be delivered to the Vendor at no cost to the Vendor within three (3) Business Days of issuance.

2.13. Non-Transferable and Non-Assignable Purchased Assets

To the extent that any of the Purchased Assets to be transferred to the Purchaser on the Closing, or any Claim, right or benefit arising under or resulting from such Purchased Assets (collectively, the "**Rights**") is not capable of being transferred without the approval, consent or waiver of any third Person, or if the transfer of a Right would constitute a breach of any obligation under, or a violation of, any Applicable Law unless the approval, consent or waiver of such third Person is obtained, then, except as expressly otherwise provided in this Agreement and without limiting the rights and remedies of the Purchaser contained elsewhere in this Agreement, this Agreement shall not constitute an agreement to transfer such Rights unless and until such approval, consent or waiver has been obtained. After Closing and for a period of sixty (60) days following Closing, the Vendor shall:

(a) maintain its existence and hold the Rights in trust for the Purchaser;

(b) comply with the terms and provisions of the Rights as agent for the Purchaser at the Purchaser's cost and for the Purchaser's benefit;

(c) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser; and

(d) enforce, at the reasonable request of the Purchaser and at the expense and for the account of the Purchaser, any rights of the Vendor arising from such Rights against any third Person, including the right to elect to terminate any such Rights in accordance with the terms of such Rights upon the written direction of the Purchaser.

In order that the full value of the Rights may be realized for the benefit of the Purchaser,

the Vendor shall, at the request and expense and under the direction of the Purchaser, in the name of the Vendor or otherwise as the Purchaser may specify, take all such action and do or cause to be done all such things as are, in the reasonable opinion of the Vendor, necessary or proper in order that the obligations of the Vendor under such Rights may be performed in such manner that the value of such Rights is preserved and ensures to the benefit of the Purchaser. To the extent that such approval, consent or waiver has not been obtained by the 60th day following the Closing, such Right shall be deemed to be an excluded Purchased Asset and the Vendor may terminate any agreement pertaining to such Right unless otherwise agreed to by the Parties. The Purchaser shall indemnify and hold the Vendor harmless from and against any Claim under or in respect of such Rights arising because of any action of the Vendor taken in accordance with this Section.

2.14 Intentionally deleted.

2.15 Approval and Vesting Order

(a) The Receiver and the Purchaser acknowledge that:

i. this Agreement is subject to Court approval; and

ii. closing of the Transaction is subject to this Agreement being determined by the Receiver to be the Successful Bid pursuant to the Sale Procedure and to the issuance of the Approval and Vesting Order.

(b) If this Agreement is determined to be the Successful Bid (as defined in the Sale Procedure) pursuant to the Sale Procedure, the Receiver shall use its commercially reasonable efforts to promptly thereafter file and serve the Vesting Order Motion on notice to the necessary parties.

(c) If the Purchaser is the Successful Bidder (as defined in the Sale Procedure), the Purchaser shall provide all information if any, and take any such actions as may be reasonable requested by the Receiver to assist the Receiver in obtaining the Approval and Vesting Order and any other order of the Court reasonably necessary to consummate the Transaction.

(d) From and after the Acceptance Date, the Receiver shall provide such prior notice as may be reasonable under the circumstances before filing any materials with the Court that relate, in whole or in part, to this Agreement, the Purchaser, or the Approval and Vesting Order and shall consult in good faith with the Purchaser regarding the content of such materials prior to any such filing (provided that the Receiver shall not be obligated to incorporate the comments of the Purchaser and do any such filings).

2.16 Closing Certificate

The parties hereto acknowledge and agree that the Receiver shall be entitled to file with

the Court a certificate, substantially in the form attached to the Approval and Vesting Order (the "**Closing Certificate**") upon receiving written confirmation from the Purchaser that all conditions to close under this Agreement have been satisfied or waived. The Receiver shall have no liability to the Purchaser or any other person as a result of filing the Closing Certificate.

2.17 Receiver's Capacity

The Purchaser acknowledges and agrees that in all matters pertaining to the Sale Procedure, this Agreement, including in its execution, the Receiver has acted and is acting solely in its capacity as Receiver and manager of the Property pursuant to the Appointment Order and not in its personal, corporate or any other capacity and the Receiver and its agents, officers, directors, employees and representatives will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith.

SECTION 3 - REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Covenants

The Purchaser covenants and agrees that it will, effective on and after the Closing Date, assume and be fully responsible for:

(a) all obligations which are to be observed or performed from and after completion of this Transaction under the Permitted Encumbrances; and

(b) the Assumed Liabilities and any other obligations and liabilities assumed by the Purchaser as provided for by this Agreement.

3.2 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Vendor, which representation and warranties the Vendor is relying upon, that:

(a) the Purchaser is and will be as of Closing, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Purchased Assets;

(b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;

(c) no consent or approval of or registration, declaration or filing with any Government Authority is required for the execution or delivery of this Agreement by the Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of

any of its obligations hereunder;

(d) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained herein;

(e) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Purchaser to enter into this Agreement or to consummate the Transaction and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success;

(f) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as of Closing, duly and validly executed and delivered by the Purchaser and constitute or will, as of Closing, constitute legal, valid and binding obligations of the Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof;

(g) the Purchaser is not a non-Canadian person as defined in the *Investment Canada Act*;

(h) The Purchaser has now and will have on the Closing Date the financial resources to complete this transaction in accordance with the terms of this Agreement; and

(i) the Purchaser is registered or will be registered on Closing under Part IX of the ETA.

3.3 Record of Site Condition in the Environmental Registry

If at any time following Closing the Purchaser, in its sole discretion, elects to file a Record of Site Condition ("**RSC**") in respect of any Property, then the following clause will be deemed to have formed part of this Agreement as at the time of execution hereof, in respect only of the Property for which the RSC is filed:

"The Purchaser covenants and agrees that following the Closing, it shall file, at its sole cost and expense, a Record of Site Condition in the Environmental Registry as contemplated under s.168.4 of the Environmental Protection Act for the Property."

On Closing, the Purchaser shall deliver an indemnity in favour of the Vendor in which it

agrees to indemnify and save the Vendor harmless from any and all Claims incurred by the Vendor in the event the Purchaser fails to make such filings.

3.4 Receiver's Representations

The Receiver represents and warrants to the Purchaser as follows:

(a) the Receiver has been duly appointed as the receiver of the Purchased Assets pursuant to the Appointment Order and has full right, power and authority, subject to obtaining the Approval and Vesting Order prior to Closing, to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order; and

(b) the Receiver is not a non-resident of Canada for purposes of Section 116 of the *Income Tax Act* (Canada).

3.5 Survival of Representations, Warranties and Covenants

The representations, warranties, agreements and covenants made by the Purchaser herein or in any other agreement, certificate or instrument delivered by the Purchaser to the Vendor pursuant to this Agreement shall survive the Closing, and notwithstanding the Closing, shall continue in full force and effect for the benefit of the Vendor, without limitation.

SECTION 4 — CONDITIONS

4.1 Purchaser Closing Conditions

The obligation of the Purchaser to complete the Transaction is subject to the following conditions precedent being fulfilled or performed at or prior to the Closing Date (the "**Purchaser Closing Conditions**"):

(a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;

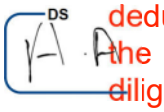
(b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at Closing all the documents contemplated in Section 5.3 or elsewhere in this Agreement;

(c) intentionally deleted;

(d) the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction; and

(e) the Receiver shall have determined in accordance with the Sale Procedure that this Agreement is the Successful Bid.

(f) This Agreement is subject to the following conditions {the "Due Diligence Condition") These conditions are included for the sole benefit of the Purchaser the compliance with which shall be a condition precedent to any obligation hereunder on the part of and any of which may be waived by the Purchaser in writing in its sole absolute and unfettered discretion. If the Purchaser is not satisfied on its sole, absolute and unfettered discretion with any of the foregoing it may by notice in writing to the Vendor or the Vendor's lawyer given on or before Due Diligence Date, terminate this Agreement whereupon the Agreement shall be null and void and of no further force or effect and the Deposit shall be returned forthwith to the Purchaser together with all interest accrued thereon and without deduction of any kind and neither party shall have any further liability to the other. Following acceptance of this Agreement, there shall be a due diligence period of ~~Sixty~~ Thirty Days from the acceptance of this Agreement {the "Due Diligence Date") by the Due Diligence Date the Purchaser in its sole absolute and unfettered discretion shall have been satisfied with the following



(g) 1) The environmental condition of the Property including the soil and including without limitation with the results of a Phase I environmental site assessment;

(h) 2) The physical condition of the Property and the structures thereon including without limitation with the results of the building inspection;The Vendor agrees to cooperate in providing access to the property, if necessary, for any inspection of the property required for the fulfillment of this condition.

(i) 3) Any governmental orders physical and engineering inspections of the Property compliance with all applicable laws and regulations, any agreements with third parties affecting the Property environmental audits, soil tests and any other matters of interest to the Purchaser with respect to the Property;

(j) 4) The Purchaser's satisfactory review of title to the Property

(k) 5) The Purchaser's satisfaction with the economic feasibility of acquiring the Property.

(l) 6) The Purchaser determines, at the Purchaser’s expense, that no portion of the property has been designated as hazard land, flood plain, or an environmentally protected zone. .Due diligence process which includes but is not limited to technical feasibility, legal, tax, regulatory, building permits, environmental, municipal approvals, the viability of rezoning the Property and/or as to the feasibility of the development of the Property and

any other approvals which are customary for this type of project. The Due Diligence Condition is inserted herein for the sole and exclusive benefit of the Purchaser and the Purchaser may at its option waive the fulfillment of the Due Diligence Condition in whole or in part by notice in writing to the Vendor or the Vendor's lawyer (without prejudice to its rights to declare that any other part or parts of the due Diligence Condition is not fulfilled)) and in the event that the Purchaser is satisfied in its sole absolute and unfettered discretion as to all of the foregoing or has waived the same within the aforesaid time period, then this Agreement shall be completed in accordance with its terms. If the Purchaser does not give written notice to the Vendor or the Vendor's lawyer on or before the Due Diligence Date as to whether or not the Purchaser is satisfied with the fulfillment of the due Diligence Condition, then the Purchaser shall be deemed to have terminated this Agreement.The Vendor shall not call for the delivery by the Purchaser of any material pertaining to or relating to the Purchaser's due diligence activities nor shall the Purchaser be obligated provide any evidence to substantiate its due diligence activities or conclusion.

The Purchaser Closing Conditions are for the exclusive benefit of the Purchaser. Any Purchaser Closing Condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

4.2 Purchaser Closing Conditions Not Fulfilled

If any Purchaser Closing Condition has not been fulfilled at or prior to Closing, then the Purchaser in its sole discretion may, either:

(a) terminate this Agreement by notice to the Vendor, in which event the Purchaser shall be released from its obligations under this Agreement and the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof; or

(b) waive compliance with any such Purchaser Closing Condition, without prejudice to its right of termination in the event of non-fulfillment of any other Purchaser Closing Condition.

4.3 Vendor Closing Conditions

The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing Date (the "**Vendor Closing Conditions**"):

(a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;

(b) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated in Section 5.2 or elsewhere in this Agreement;

(c) there shall be no litigation or proceedings pending against the Vendor, in respect of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper;

(d) The Receiver shall have determined in accordance with the Sale Procedure that this Agreement is the Successful Bid; and

(e) On the closing date, the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction.

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

4.4 Vendor Closing Conditions Not Fulfilled

If any Vendor Closing Condition shall not have been fulfilled at or prior to Closing, then the Vendor in its sole subjective discretion may, without limiting any rights or remedies available to the Vendor at law or in equity, either:

(a) terminate this Agreement by notice to the Purchaser in which event the Vendor shall be released from all obligations under this Agreement and, unless the Vendor Closing Condition that was not fulfilled was the Vendor Closing Condition contained in Section 4.3(c), the Deposit shall be retained by the Vendor in accordance with the provisions of Section 2.5 hereof; or

(b) waive compliance with any such Vendor Closing Condition without prejudice to its right of termination in the event of non-fulfillment of any other Vendor Closing Condition.

4.5 Approval and Vesting Order

The obligations of the Vendor and the Purchaser hereunder are subject to the mutual

condition that the Vesting Order shall have been made by the Court on a date to be determined by the Receiver approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Debtor in the Purchased Assets free and clear of all Encumbrances, other than the Permitted Encumbrances. The Parties hereto acknowledge that the foregoing condition has been inserted for the mutual benefit of the Parties and is incapable of waiver. In the event that said condition has not been fulfilled by the aforesaid date, the Transaction shall automatically be deemed to be null and void and of no further force and effect as of said date and provided that the Purchaser is not in default of its obligations hereunder, the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof. The Parties further acknowledge that the Application to the Court for the Vesting Order will be made as soon as reasonably practical after the binding Agreement is entered into by the Parties.

SECTION 5 — CLOSING

5.1. Closing

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

DS

~~The Closing Date shall be 60 days after the Due Diligence date or when all conditions as specified in the Agreement for the benefit of the Purchaser have been waived~~. The Closing Date shall be subject to the approval of the Vesting Order, if the approval of the Vesting Order has not been received, then the Closing Date shall be extended ("Extended Closing Date") for a further period of 60 days. In the event that the approval has not been received by the Extended Closing Date, then the Purchaser shall have the right to terminate this Agreement in writing to the Vendor or to the Vendor's Solicitor at his absolute and sole discretion and the Deposit shall be returned to the Purchaser in full without interest or deduction.

5.2. Purchaser's Deliveries on Closing

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

(a) payment of the Purchase Price;

(b) a certificate, dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;

(c) an acknowledgement dated as of the Closing Date, that each of the

Purchaser Closing Conditions have been fulfilled, performed or waived as of the Closing Date;

(d) assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;

(e) the certificate and indemnity provided for under Section 2.11;

(f) an undertaking to re-adjust any item on or omitted from the statement of adjustments subject to 60 day limitation period in Section 2.8;

(g) an environmental release and indemnity indemnifying and holding the Vendor harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "**Damages**") suffered or incurred by the Vendor, directly or indirectly, as a result of or in connection with any of the following, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:

(i) the presence, release, or the threat of a release of any Hazardous Materials in, on or under the Property;

(ii) the presence of any Hazardous Materials in, on or under properties adjoining or proximate to the Property;

(iii) any other environmental matters relating to the Property;

(iv) the breach of any Environmental Laws applicable to the Property;

(v) the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Purchaser;

(vi) the Environmental Condition; or

(vii) the Indemnity provided for in Schedule 3.3; and

(h) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

5.3 Vendor's Deliveries on Closing

(a) On or before the Closing, the Vendor shall execute and deliver to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

(i) statement of adjustments;

(ii) an acknowledgement dated as of the Closing Date, that each of the Vendor Closing Conditions have been fulfilled, performed or waived as of the Closing Date;

(iii) an assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;

(iv) assignment of all Leases;

(v) the Approval and Vesting Order; and

(vi) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

(b) Upon the completion of the deliveries pursuant to Section 5.2 and 5.3(a), the Vendor shall immediately file a certificate with the Court (the "**Receiver's Certificate**") that the Transaction has been completed and title to the Property shall vest in the Purchaser effective immediately upon the filing with the Court of the Receiver's Certificate and shall deliver to the Purchaser a copy of same.

5.4 Risk

The Purchased Assets shall be and remain at the risk of the Vendor until Closing. From and after Closing, the Purchased Assets shall be at the risk of the Purchaser. In the event that the Purchased Assets shall be damaged prior to Closing, then the Vendor shall advise the Purchaser in writing within twenty-four (24) hours of the Vendor learning of same. In the event that the Purchased Assets shall be materially damaged prior to Closing then the Vendor shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement by notice, in writing, to the Purchaser and in such event the Parties hereto shall be released from all obligations and liabilities hereunder. If the Vendor shall not elect to terminate this Agreement as set out above, then the Transaction shall be completed in accordance with the terms and conditions hereof and the Purchaser shall be entitled to all proceeds of insurance payable in respect thereof, if any.

5.5 Termination

If either the Vendor or the Purchaser validly terminates this Agreement pursuant to the provisions of Sections 4.2, 4.4, 4.5 or 5.4:

(a) all the obligations of both the Vendor and Purchaser pursuant to this Agreement shall be at an end; and

(b) the Purchaser shall have no right to specific performance or any other remedy against, or any right to recover on account of any Claim it may

have from, the Vendor.

5.6 Breach by Purchaser

If all of the Purchaser Closing Conditions have been complied with or waived by the Purchaser and the Purchaser fails to comply with the terms of this Agreement, the Vendor may by notice to the Purchaser elect to treat this Agreement as having been repudiated by the Purchaser. In addition, the Purchaser shall pay to the Vendor, on demand, the deficiency, if any, arising upon such resale (after deducting the expenses of resale) together with interest and all other damages or charges occasioned by or resulting from the default by the Purchaser.

5.7 Electronic Registration

In the event that a system for electronic registration ("**Ereg**") is operative and mandatory in the applicable land registry office, the Purchaser agrees to cause all necessary procedures to be taken, as may be required by the Vendor or the Vendor's solicitors, to complete the Transaction using Ereg in accordance with the Law Society of Ontario's (the "**LSO**") guidelines. If Ereg is operative on the Closing Date, (i) the Purchaser agrees to use a lawyer authorized to use Ereg and who is in good standing with the LSO, (ii) the Purchaser's solicitors will enter into the Vendor's solicitors' standard form of escrow closing agreement or document registration agreement, which will establish the procedures for closing the Transaction provided same are in accordance with LSO guidelines, and (iii) if the Purchaser's solicitors are unwilling or unable to complete the Transaction using Ereg, then the Purchaser's solicitors must attend at the Vendor's solicitors' office or at another location designated by the Vendor's solicitors at such time on Closing as directed by the Vendor's solicitors to complete the Transaction using Ereg utilizing the Vendor's solicitors' computer facilities, in which event, the Purchaser shall pay to the Vendor's solicitors a reasonable fee therefor.

SECTION 6 - GENERAL

6.1. Further Assurances

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

6.2. Notice

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

in the case of the Purchaser, as follows:

Attention: Arjun Anand
Telephone No: 647 502-9954

Email:

and in the case of the Vendor, as follows:

TDB Restructuring Limited, Court-Appointed
Receiver of 5004591 Ontario Inc.
11 King Street West
Suite 700, PO Box 27
Toronto, ON M5H 4C7

Attention: Arif Dhanani
Email: adhanani@tdbadvisory.ca

with a copy to:

Garfinkle Biderman LLP
801-1 Adelaide Street East
Toronto, ON M5C 2V9

Attention: Avrom W. Brown
Email: abrown@garfinkle.com

and a copy to:

Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1

Attention: Steve Keyzer
Email: steve.keyzer@colliers.com

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

6.3. Time

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

6.4. Currency

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

6.5. Benefit of Agreement

This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, provided that the Purchaser shall not assign the benefit of this Agreement without the prior written consent of the Vendor; provided the Purchaser may assign its rights and obligations under this Agreement to an "affiliate" of the Purchaser (as such term is defined in the *Business Corporations Act* (Ontario)), provided that the Purchaser remains liable, jointly, with such affiliate for all the obligations of the Purchaser hereunder. To the extent that any such assignment occurs, this Agreement and all provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6.6. Amendments and Waiver

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser may consent to any such amendment at any time prior to the Closing with the prior authorization of their respective boards of directors.

6.7. Entire Agreement

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

6.8. Paramountcy

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

6.9. Severability

If any provision of this Agreement or any document delivered in connection with this

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

6.10. Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

6.11. Commission

The Vendor shall be responsible for any commissions to the Agent. Any other commissions payable to any other party shall be the responsibility of the Purchaser.

6.12. Certain Words

In this Agreement, the words "including' and "includes" means "including (or includes) without limitation", and "third party" means any Person who is not a Party.

6.13. Statutory References

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

6.14. Actions to be Performed on a Business Day

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

6.15. No Registrations

The Purchaser hereby covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, or any other document providing evidence of this Agreement against title to the Property. Should the Purchaser be in default of its obligations under this Section, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement, caution, certificate of pending litigation or other document providing evidence of this Agreement or any assignment of this Agreement from the title to the Property and the Purchaser shall be deemed to be in default of its obligations hereunder. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in

law to cause the removal of such notice of this Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property. The Purchaser acknowledges and agrees that until Closing, the Purchaser has no interest in the Property whatsoever, notwithstanding anything to the contrary herein.

6.16. Strict Construction

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

6.17. No Third Party Beneficiaries

This Agreement shall be binding upon and enure solely to the benefit of each of the Parties hereto and its permitted assigns and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no person or entity shall be regarded as a third party beneficiary of this Agreement. Each of the Parties agrees that all provisions of this Agreement, and all provisions of any and all documents and security delivered in connection herewith, shall not merge and except where otherwise expressly stipulated herein, survive the closing of the Transaction.

6.18. Planning Act

This Agreement is entered into subject to the express conditions that it is to be effective only if the provisions of Section 50 of the *Planning Act* (Ontario) and amendments, are complied with.

6.19. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

6.21 Expenses

Each Party shall be responsible for its own legal and other expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transaction and for the payment of any broker's commission, finder's fee or like payment payable by it in respect of the purchase and sale of the Purchased Assets pursuant to this Agreement.

(Remainder of this page intentionally left blank)

6.22 Announcements

Except as required by law including applicable regulatory and stock exchange requirements, all public announcements concerning the Transaction shall be jointly approved as to form, substance and timing by the Parties after consultation.

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

TDB RESTRUCTURING LIMITED in its capacity as Court-Appointed Receiver and not in its personal capacity

Per: _____

Name: Arif Dhanani, CPA, CA, CIRP, LIT
Title: Managing Director

****

DocuSigned by:

Per: _____

Name: Arjun Anand, B. Eng, MBA, CFA
Title: Director, Anbros Family Office

Schedule "A"

Property

PIN No. 10306-0064 (LT) – 2849 Islington Avenue

Part Lot 22 Concession 6 WYS Township of York as in NY735134; Toronto (N York), City of Toronto

PIN No. 10306-0035 (LT) – 2857 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379983; Toronto (N York), City of Toronto

PIN No. 10306-0034 (LT) – 2855 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379984; Toronto (N York), City of Toronto

PIN No. 10306-0033 (LT) – 2853 Islington Avenue

Part Lot 1 Plan 9059 North York as in TB221318; Toronto (N York), City of Toronto

PIN No. 10306-0032 (LT) – 2851 Islington Avenue

Part Lot 1 Plan 9059 North York as in TR92058; Toronto (N York), City of Toronto

Schedule "B"

Permitted Encumbrances

"Permitted Encumbrances" means the following:

1. The exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*, R.S.O. 1990, and any amendments thereto or any successor legislation, except paragraph 11;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements or rights of way in favour of any governmental authority or public utility provided that none of the foregoing interfere in any material adverse respect with the current use of the Property;
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due;
5. All agreements and easements, registered or otherwise, for utilities and services for hydro, water, heat, power, sewer, drainage, cable and telephone serving the Property, adjacent or neighbouring properties, provided none of the foregoing interfere in any material adverse respect with the current use of the Property;
6. Any encroachments, minor defects or irregularities indicated on any survey of the Property or which may be disclosed on an up-to-date survey of the Property provided that in either case same do not materially adversely impair the use, operation, or marketability of the Property;
7. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;
8. Any breaches of any Applicable Laws, including Work Orders;
9. Any subdivision agreements, site plan agreements, developments and any other agreements with the Municipality, Region, publicly regulated utilities or other governmental authorities having jurisdiction;
10. Minor title defects, if any, that do not in the aggregate materially affect the use of the Property for the purposes for which it is used on the date of acceptance of this Agreement;
11. The following specific instruments registered on title against the Property:

Permitted Encumbrances related to the Property
(unaffected by the Aporoval and Vesting Order)

Reg. Num.	Date	Instrument Type	Parties To
NY524794	November 21, 1967	Agreement	The Corporation of the Borough of North York
NY579166	July 20, 1970	By-law exempting Part Lot Control	
NY593705	May 12, 1971	Agreement	The Borough of North York
NY608306	December 29, 1971	Agreement	The Corporation of the Borough of North York
NY620929	July 28, 1972	Municipal By-law	
NY632269	January 29, 1973	Notice of Airport Zoning Regulations	Department of Transportation
TB379984	December 29, 1986	Statutory Declaration of Anthony Dilena	
TR57844	March 27, 2000	Notice	Her Majesty the Queen in Right of the Department of Transport Canada
AT4601553	June 19, 2017	Section 37 Agreement	City of Toronto
AT4601554	June 19, 2017	Rental Housing Agreement	City of Toronto
AT4601555	June 19, 2017	Restriction preventing any Transfer or Charge of the lands or any part thereof without the prior written consent of the Chief Planner, of the City of Toronto	
AT4867240	May 18, 2018	Site Plan Agreement	City of Toronto

Schedule "C"

Excluded Assets

SCHEDULE D

Sale Procedure

Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the **"Court")** dated December 6, 2023 and effective December 22, 2023 (the **"Appointment Order")**, RSM Canada Limited was appointed receiver and manager, without security, of the lands and premises set out on **Schedule "B"** attached hereto (the **"Property"**) owned by the Debtor(s) and of all of the assets, undertakings and properties of the Debtor(s) acquired for, or used in relation to the Property, including all proceeds thereof.

Pursuant to the Substitution Order of the Ontario Court of Justice (Commercial List) dated March 1, 2024, (the "**Substitution Order**") the name of TDB Restructuring Limited ("**Receiver**") was substituted in the place of the name of RSM Canada Limited.

Accordingly, the following Sale Procedure shall govern the sales process relating to the solicitation by the Receiver of one or more Bids for the Property.

All denominations are in Canadian Dollars.

1. Definitions

Capitalized terms used in this Sale Procedure shall have the definitions given to them in the preamble hereto and as follows:

"Acknowledgement of Sale Procedure" means an acknowledgement of the Sale Procedure in the form attached as **Schedule "A"** hereto;

"Agreement of Purchase and Sale" shall be the form of Agreement uploaded to Dataroom;

"Back-up Bid" means the next highest and/or best Qualified Bid after the Successful Bid, as assessed by the Receiver, taking into account financial and contractual terms and the factors relevant to the Sale Procedure, including those factors affecting the speed and certainty of consummating the proposed sale;

"Back-up Bidder" means the Bidder that submits the Back-up Bid;

"Bid" means a bid submitted by a Bidder pursuant to Section 7 hereof;

"Bid Deadline" means 4 p.m. (Toronto time) on June 3, 2024;

"Bidder" means a party that submits a Bid in accordance with Section 8;

"Confidential Data Room" means a private data room prepared and maintained by the Receiver or the Listing Agent containing confidential information in respect of or related to the Property;

"Confidential Information" means the confidential information in the Confidential Data Room;

"Confidentiality Agreement" means an executed confidentiality agreement in form and substance acceptable to the Receiver and its counsel;

"Debtor(s)" means, collectively, 5004591 Ontario Inc.;

"Encumbrances" means, collectively, all pledges, liens, security interests, encumbrances, claims, charges, options, and interests;

"Good Faith Deposit" means a cash deposit in an amount equal to 10% of the purchase price as set out in the Agreement of Purchase and Sale;

"Interested Party" means a party participating in this Sale Procedure;

"Listing Agent" shall mean Colliers Macaulay Nicolls Inc.;

"Notice Parties" means the Receiver, its counsel and the Listing Agent;

"Participant Requirements" has the meaning set out in Section 4 hereof;

"Qualified Bid" means a Bid that satisfies the conditions set out in Section 7 hereof as determined by the Receiver;

"Qualified Bidder" means a Bidder submitting a Qualified Bid;

"Sale Hearing" means a Court hearing on motion by the Receiver for an Order to approve the sale of the Property to the Successful Bidder;

"Successful Bid" means the highest and best Qualified Bid as determined by the Receiver, taking into account financial and contractual terms and the factors relevant to the Sale Procedure, including the Expense Reimbursement, if applicable, and those factors affecting the speed and certainty of consummating the proposed sale; and

"Successful Bidder" means the Bidder that submits the Successful Bid.

2. Assets for Sale

The Receiver is soliciting offers for all of and not less than all of the right, title and interest of the Receiver and the Debtor(s) in and to the Property.

.

3. Sale Procedure Structure and Bidding Deadlines

Interested Parties that meet the Participant Requirements shall be given access to the Confidential Information in the Confidential Data Room.

All Bids must be submitted to the Notice Parties by email in accordance with the terms of this Sale Procedure so that they are actually received by each of the Notice Parties no later than the Bid Deadline.

A Bid received after the Bid Deadline shall not constitute a Bid and shall be disqualified. A Bid shall be delivered to all Notice Parties at the same time.

4. Participant Requirements

To participate in the Sale Procedure and to otherwise be considered for any purpose hereunder, each Interested Party must provide the Receiver with each of the following: (i) an executed Confidentiality Agreement; and (ii) an executed Acknowledgement of Sale Procedure (collectively, the **"Participant Requirements**").

5. Access to Due Diligence Materials

Only Interested Parties that satisfy the Participant Requirements **("Potential Bidders")** will be eligible to receive access to the Confidential Data Room.

The Receiver and the Listing Agent will be responsible for the coordination of all reasonable requests for additional information and due diligence access from Potential Bidders. Neither the Receiver nor the Listing Agent shall be obligated to furnish any due diligence information after the Bid Deadline. Neither the Receiver nor the Listing Agent, nor their agents, shall be responsible for, and will bear no liability with respect to, any information obtained by any party in connection with the sale of the Property, or any of them.

6. Information from Interested Parties

Each Potential Bidder shall comply with all reasonable requests for additional information by the Receiver and/or the Listing Agent regarding such Potential Bidder and its contemplated transaction. Failure by a Potential Bidder to comply with requests for additional information will be a basis for the Receiver to determine that the Potential Bidder is not a Qualified Bidder.

7. Bid Requirements

In order to be considered a Qualified Bid, as determined by the Receiver, a Bid must satisfy each of the following conditions:

a) Written Submission of Agreement of Purchase and Sale. The Bid must be submitted by the Bid Deadline. The Agreement of Purchase and Sale must constitute a written and binding commitment to close on a transaction for the purchase of the Property, on the terms and conditions set forth therein;

b) Irrevocable. A Bid must be received by the Bid Deadline, in accordance with Section 3 above, and must be irrevocable until the date on which the Receiver obtains court approval of the Successful Bid, subject to the provisions hereof regarding the Back-up Bid being deemed to be the Successful Bid;

c) Conditions. A Bid may not be conditional on obtaining financing or any internal approval or on the outcome or review of due diligence. Any other terms and

conditions associated with a Bid may not, in aggregate, be more burdensome in the sole and exclusive opinion of the Receiver;

d) Financing Sources. A Bid must be accompanied by: (i) written evidence of a commitment for financing or other evidence of the Bidder's ability to close on the Agreement of Purchase and Sale satisfactory to the Receiver; (ii) appropriate contact information for such financing sources; and (iii) names of all principals of the Purchaser together with names of all development partners whether corporate or personal in sufficient detail to allow the Receiver to make a determination as to the Purchaser's ability to complete the transaction in accordance with the terms of the Agreement of Purchase and Sale;

e) Intentionally deleted.

f) Good-Faith Deposit. Each Bid must be accompanied by a Good Faith Deposit that shall be paid to the Receiver's counsel by wire transfer or banker's draft, to be held by the Receiver's counsel in trust in accordance with this Sale Procedure and which shall constitute the Deposit under the Agreement of Purchase and Sale; and

g) Intentionally deleted.

The Receiver shall be entitled to seek additional information and clarifications from Bidders in respect of their Bids at any time.

8. Intentionally deleted.

.

9. Designation as Qualified Bidder

Following the Bid Deadline, the Receiver shall determine which Bidders are Qualified Bidders. The Receiver shall notify each Bidder of its determination as to whether the Bidder is a Qualified Bidder as soon as practicable after the Bid Deadline.

10. Determination of Successful Bid

If one or more Qualified Bids is received by the Bid Deadline, the Receiver may by a date to be determined by the Receiver: (i) conduct an auction amongst the Qualified Bidders, on terms to be determined by the Receiver and communicated to the Qualified Bidders; and/or (ii) negotiate with the Qualified Bidders to determine the Successful Bid and the Back-up Bid, if any.

Upon determination of the Successful Bid and the Back-up Bid, if any, the Receiver shall, as soon as reasonably practicable, seek Court approval of, and authority to consummate, the Agreement of Purchase and Sale included in the Successful Bid and the transactions provided for therein. The Receiver shall post notice of its application to Court for approval of the Successful Bid on its website established pursuant to the Appointment Order.

If no Qualified Bid is received by the Bid Deadline, then the Sale Procedure shall be terminated.

11. Intentionally deleted.

12. Acceptance of Successful Bid

Subject to the terms of the Agreement of Purchase and Sale, the Receiver will be deemed to have accepted a Successful Bid only when the Successful Bid has been approved by the Court. The Receiver will be deemed to have accepted a Back-up Bid only when it has been approved by the Court and has been deemed to be a Successful Bid.

13. Intentionally deleted.

14. "As Is, Where Is"

The sale of the Property, pursuant to this Sale Procedure shall be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Receiver, the Listing Agent or their respective officers, directors, employees, representatives or agents, except to the extent set forth in the Successful Bid. Each Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Property prior to making its Bid, that it has relied solely on its own independent review, investigation, and/or inspection of any documents and/or the Property in making its Bid, and that it did not, does not, and will not rely on any written or oral statements, representations, promises, warranties, conditions or guarantees whatsoever, whether express or implied or arising by operation of law or otherwise, regarding the Property, made by the Receiver, the Listing Agent or their respective officers, directors, employees, representatives or agents or the accuracy or completeness of any information provided in connection therewith, except as expressly stated in this Sale Procedure or as to another Successful Bidder, the applicable Agreement of Purchase and Sale.

15. Free Of Any and All Encumbrances

Except as otherwise provided in the Successful Bid, the Property shall be sold free and clear of all Encumbrances, except the Permitted Encumbrances, in accordance with an approval and vesting order of the Court, with all Encumbrances on or against the Property that are sold, other than the Permitted Encumbrances, to attach to the net proceeds of the sale of such Property after completion of such sale under a Successful Bid.

16. Back-up Bid

If the Successful Bid is approved by the Court and the Successful Bidder fails to consummate the transaction in accordance with the terms and conditions of the Successful Bid, the Receiver shall be entitled, but not required, to deem the Back-up Bid the Successful Bid. The Receiver may seek the Court's approval to consummate the transaction with the Back-up Bidder at the Sale Hearing on a conditional basis, or may seek such approval in the event that it deems the Back-up Bid to be the Successful Bid under this section.

17. Return of Good Faith Deposit

Good Faith Deposits of all Qualified Bidders shall be held in a non-interest bearing account of the Receiver's counsel. Good Faith Deposits of all Qualified Bidders, other than the Successful Bidder and the Back-up Bidder, shall be returned, without interest, to such

Qualified Bidders within three (3) business days after the selection of the Successful Bidder and the Back-up Bidder. Good Faith Deposits of the Successful Bidder shall be applied to the purchase price of such transaction at closing. The Good Faith Deposit of the Back-up Bidder shall be returned, without interest, to the Back-up Bidder within three (3) business days after the closing of the transaction(s) contemplated by the Successful Bid. If a Successful Bidder (including any Back-up Bidder deemed to be a Successful Bidder hereunder) fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Receiver shall be entitled to retain the Good Faith Deposit of the Successful Bidder as part of its damages resulting from the breach or failure to perform by the Successful Bidder. If the Successful Bidder fails to consummate an approved sale for any reason, and a transaction is completed with the Back-up Bidder, the Good Faith Deposit of the Back-up Bidder shall be applied to the purchase price of the transaction(s) contemplated by the Agreement of Purchase and Sale of the Back-up Bidder at closing.

18. Modifications and Reservations

This Sale Procedure may be modified or amended by the Receiver, provided that if such modification or amendment materially deviates from this Sale Procedure, such modification or amendment may only be made by order of the Court.

Schedule "A"

ACKNOWLEDGEMENT

TO: TDB Restructuring Limited, in its capacity as court-appointed receiver and manager of the lands and premises described on Schedule "B" (the **"Property"**) (the **"Receiver")**

RE: The sale procedure with respect to the sale by the Receiver of the Property (the **"Sale Procedure")**

The undersigned hereby acknowledges receipt of, and its agreement with, the Sale Procedure.

DATED this 7Th day of October, 20 24.

DocuSigned by:

Per: _____
FD0075AB80F04AF...

Name: Arjun Anand In Trust For A Company To Be Formed

Title: Anbros Family Office Director

Per: _____

Name:

Title:

I/We have authority to bind the corporation.

Schedule "B"

PROPERTY

PIN No. 10306-0064 (LT) – 2849 Islington Avenue

Part Lot 22 Concession 6 WYS Township of York as in NY735134; Toronto (N York), City of Toronto

PIN No. 10306-0035 (LT) – 2857 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379983; Toronto (N York), City of Toronto

PIN No. 10306-0034 (LT) – 2855 Islington Avenue

Part Lot 2 Plan 9059 North York as in TB379984; Toronto (N York), City of Toronto

PIN No. 10306-0033 (LT) – 2853 Islington Avenue

Part Lot 1 Plan 9059 North York as in TB221318; Toronto (N York), City of Toronto

PIN No. 10306-0032 (LT) – 2851 Islington Avenue

Part Lot 1 Plan 9059 North York as in TR92058; Toronto (N York), City of Toronto

This is **Exhibit 3** to the affidavit of Simion Kronenfeld sworn by the deponent on July 17, 2026 in the City of Bucharest Romania, before me at the City of Toronto, in the Province of Ontario, on July 17, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



.....

Commissioner for taking Affidavits (or as may be)

Dale Denis

Court File No. CV-23-00701672-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. and **5004591 ONTARIO INC.**

Respondents

FACTUM OF THE RECEIVER FOR APPROVAL AND VESTING ORDER MOTION (Returnable December 4, 2024)

December 2, 2024

Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto ON M5V 3H1
Tel: 416.646.4300
Fax: 416.646.4301

Jeffrey Larry (LSO# 44608D)
Tel: 416.646-4330
jeff.larry@paliareroland.com

Ryan Shah (LSO# 88250C)
Tel: 416.646-6356
ryan.shah@paliareroland.com

Lawyers for the Receiver, TDB Restructuring Limited

TO: **Service List**

PART I. OVERVIEW

1. This motion is brought by TDB Restructuring Limited in its capacity as the Court-appointed receiver (the **"Receiver"**) of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "**Kingston Property**") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "**Toronto Property**" and together with the Kingston Property, the "**Properties**"), for, among, other things, the approval of the sale of the Toronto Property.

2. In particular, the Receiver seeks Orders:

(i) approving the sale transaction (the "**Transaction**") in respect of the Toronto Property, as contemplated by an asset purchase agreement between the Receiver and Arjun Anand, in trust (the "**Toronto Purchaser**"), dated September 26, 2024 (the "**APS**");

(ii) following the Receiver's delivery of the Receiver's certificate substantially in the form attached as Schedule "A" to the proposed Approval and Vesting Order (the "**AVO**"), transferring and vesting all of 5004591 Ontario Inc. (the "**Debtor**")'s right, title and interest in and to the Toronto Property as the Toronto Purchaser will direct, free and clear of all liens, charges, security interests and encumbrances other than permitted encumbrances;

(iii) approving the Interim Distribution (as defined below);

(iv) approving the Third Report of the Receiver dated November 25, 2024, (the "**Third Report**") and the Supplement to the Third Report of the Receiver dated November 28, 2024 (the "**Supplement to the Third Report**") and the Receiver's activities described therein;

(v) approving the fees and disbursements of the Receiver and its counsel, as detailed in the Third Report, the fee affidavit of Arif Dhanani sworn November 22, 2024, the fee affidavit of Avrom Brown sworn November 22, 2024, and the fee affidavit of Beatrice Loschiavo sworn November 22, 2024 (together, the "**Fee Affidavits**");

(vi) sealing Confidential Appendix 1 and Confidential Appendix 2 to the Third Report;

(vii) approving the Receiver's Statement of Receipts and Disbursements for both the Toronto Property and the Kingston Property contained in the Third Report (the "**Interim SRD**"); and,

(viii) authorizing and directing Garfinkle Biderman LLP, the solicitors to the Receiver, to release the deposit held by it, in trust, which was paid to it by 2349891 Ontario Inc. (the "**Kingston Purchaser**") pursuant to the asset purchase agreement between the Receiver and the Kingston Purchaser (the "**Kingston APS**") on the basis that the Kingston Purchaser defaulted on the Kingston APS and forfeited the deposit.

3. The Receiver is of the view that the relief sought in this motion, including the approval of the Transaction, is in the best interest of the Debtor's stakeholders.

PART II. FACTS

A. Background

4. On December 6, 2023, the Receiver was appointed as receiver, without security, of the Properties pursuant to an Order of this Court (the "**Appointment Order**"). The Receiver's appointment became effective on December 22, 2023.[1]

5. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited.[2]

6. The Debtors' primary asset is the Toronto Property, which is the site of a residential property development.

B. Secured Creditor

7. On December 18, 2019, pursuant to a loan agreement (the "**Loan**") between Cameron Stephens Mortgage Capital Ltd. (the "**Lender**") and Conacher, 500 granted the Lender a collateral mortgage in the amount of $15,600,000 on the Toronto Property to secure the Loan.[3]

8. The Lender is the only creditor with a registered charge on title to the Toronto Property.

---

[1] Appointment Order, Appendix A to the Third Report, Receiver's Motion Record ("**RMR**"), Tab 2A, p. 38.
[2] Omnibus Order, Appendix B to the Third Report, RMR, Tab 2B, p. 56.
[3] Third Report, paras.33-35, RMR, Tab 2, p. 32.

9. As at November 22 2024, the amount outstanding under the Loan (and secured by the Toronto Property) is estimated to be approximately $16 million.[4]

C. The Terminated Sale of the Toronto Property

10. On June 12, 2024, the Receiver entered into an agreement of purchase and sale for the Toronto Property (the "**Terminated APS**") with Lakeshore Lux and Design Build Group Inc ("**Lakeshore**").[5]

11. The Receiver sought, and obtained, an order from the Court approving the transaction on July 24, 2024.[6]

12. Lakeshore Lux then sought multiple extensions to the scheduled closing of the transaction, which closing was supposed to occur on July 30, 2024. After multiple attempts to secure a commitment from Lakeshore about the closing of the transaction, the Receiver ultimately notified Lakeshore on August 27, 2024 that it was terminating the APS due to its failure to close the transaction.[7]

D. The Re-Marketing and Sales Process

13. The Receiver immediately re-marketed the Toronto Property, and engaged in a sales process for the Toronto Property as follows.

---

[4] Final Discharge Statement, Appendix H to the Third Report, RMR, Tab 2H, p. 186.
[5] Third Report, para. 3, RMR, Tab 2, p. 24.
[6] Third Report, para. 3, RMR, Tab 2, p. 24.
[7] Second Report, paras. 9-15, Appendix D to the Third Report, RMR, Tab 2D, p. 95.

1. Marketing Efforts

14. The Receiver and Colliers, which had been retained for the original sale of the Toronto Property, set a bid deadline date of September 26, 2024 at 3:00 pm.[8]

15. Colliers listed the Toronto Property on MLS, and sent out an e-mail blast to its data of approximately 3,000 prospective purchasers.[9]

16. Colliers also contacted all previous bidders, and those who had signed a confidentiality agreement, to advise them that the Toronto Property was being re-marketed.[10] Colliers maintained its electronic data room to provide access to confidential information pertaining to the Toronto Property to parties which had executed the Confidentiality Agreement.

2. Offers Received

17. On September 26, 2024, Colliers received two offers and one letter of intent for the Toronto Property. A subsequent offer was received on September 28, 2024. The Receiver reviewed the offers (including the late offer) with Colliers and the Lender. The Receiver determined that the offer from Toronto Purchaser was the highest and best offer, and should be accepted.[11]

---

[8] Third Report, para. 20, RMR, Tab 2, p. 29.
[9] Third Report, para. 18, RMR, Tab 2, p. 28.
[10] Third Report, para. 19, RMR, Tab 2, p. 29.
[11] Third Report, para. 22, RMR, Tab 2, p. 29. See also Confidential Appendix 1, submitted under seal, for a summary of the offers.

E. The APS

18. On October 7, 2024, the Receiver executed the APS with the Toronto Purchaser, subject to the approval of this Court. The salient terms of the APS include:

(a) the APS is firm as the Toronto Purchaser has waived all conditions[12] except for the issuance of the AVO;

(b) the Toronto Purchaser has paid the deposit required under the APS to the Receiver; and

(c) closing of the sale contemplated in the APS is scheduled to occur within 10 business days following the date on which the AVO is granted, or such other date as agreed between the Toronto Purchaser and the Receiver.[13]

19. The Receiver is of the view that sufficient efforts were made to obtain the best price for the Toronto Property and that the marketing process was conducted fairly. The Receiver regards the APS as the most advantageous offer for the Toronto Property.[14]

20. The Receiver therefore recommends that this Court approve the APS and grant an Order vesting title in the purchased assets in the Toronto Purchaser or its assignee upon the closing of the Transaction.[15]

[12] The Toronto APS was conditional on the Toronto Purchaser's due diligence. The Toronto Purchaser subsequently indicated it was waiving its due diligence: Third Report, paras. 23-24, RMR, Tab 2, p. 29.
[13] Third Report, para. 25, RMR, Tab 2, pp. 29-30.
[14] Third Report, paras. 27-28, RMR, Tab 2, pp. 31-32.
[15] Third Report, para. 29, RMR, Tab 2, p. 31.

F. Proposed Interim Distribution

21. The Receiver seeks an order authorizing it to distribute the proceeds of the sale of the Toronto Property as follows:

(a) payment to the City of Toronto for the property taxes owing on the Toronto Property;

(b) payment of the unpaid fees and disbursements of the Receiver and its counsel relating to the Toronto Property;

(c) retention of $100,000 as a holdback amount for the further fees and disbursements of the Receiver and its counsel to close the sale of the Toronto Property and do all things necessary to wind up the Receivership administration in respect of the Toronto Property; and

(d) payment to the Lender of the balance of the funds remaining from the proceeds of sale of the Toronto Property,

(collectively, the "**Interim Distribution**").[16]

G. The Confidential Appendix

22. On this motion, the Receiver also seeks an order sealing Confidential Appendix 1 and Confidential Appendix 2 to the Third Report (together, the "**Confidential Appendices**").

[16] Third Report, para. 36, RMR, Tab 2, pp. 32-33.

23. The Confidential Appendices contains a summary of offers received for the Toronto Property as well as the purchase price under the APS. If the Transaction does not close, the release of this information could potentially have an adverse influence on any subsequent sales process that the Receiver would carry out in connection with the Property.

H. Sale of the Kingston Property and Subsequent Termination

24. The Receiver also seeks relief related to the sale of the Kingston Property.

25. The Receiver entered into a purchase and sale agreement (the "**Kingston APS**") with 2349891 Ontario Inc. (the "**Kingston Purchaser**") on August 13, 2024.[17] Pursuant to the terms of the Kingston APS, the closing of the transaction was to occur on the later of: (i) three days following the issuance of the Kingston AVO, or the next business day; or (ii) October 2, 2024, or such other date as the parties may mutually agree upon.[18]

26. The Receiver attended before Justice Black on October 9, 2024, in order to seek the approval of the Kingston APS. Although the putative third mortgagee on the Kingston Property raised a number of concerns at the hearing, the Court ultimately determined were "insubstantial and bordering on inappropriate"[19] and approved the sale of the Kingston Property.[20]

---

[17] Appendix F to the Supplement to the Third Report, dated November 28, 2024 ("Supplement to the Third Report"), Supplementary Receiver's Motion Record ("Supplementary RMR"), Tab 1F, p. 46.
[18] Third Report, para. 13, RMR, Tab 2, p. 28.
[19] Endorsement Approving Sale of Kingston Property, para. 11, Supplementary RMR, Tab 1A, p. 14.
[20] Approval and Vesting Order, Appendix B to the Supplement to the Third Report, Supplementary RMR, Tab 1B, pp. 19-24.

27. Justice Black signed the Kingston AVO on November 18, 2024, and the closing of the sale of the Kingston Property, at that point, was scheduled for November 20, 2024.

28. On November 19, 2024 the Kingston Purchaser requested a 45-day extension.[21] On November 20, the parties agreed that:

(a) the Kingston Purchaser would provide an additional $500,000 non-refundable deposit by noon on November 27, 2024;

(b) the original deposit in the amount of $250,000 shall be non-refundable;

(c) time continued to be of the essence; and,

(d) the Receiver would not grant any further extensions beyond January 6, 2025.[22]

29. On November 27, 2024, counsel to the Kingston Purchaser wrote to "confirm that the Purchaser is no longer in a position to provide the additional $500,000 deposit requested by the Receiver in order to secure an extension". The letter went on to specify that the Kingston Purchaser was providing "formal notice of the Purchaser's inability to complete the transactions as scheduled today…"[23]

[21] E-mails between Loopstra Nixon and Garfinkle Biderman, Supplementary RMR, Tab 1C, p. 38.
[22] E-mails between Loopstra Nixon and Garfinkle Biderman, Supplementary RMR, Tab 1C, p. 33.
[23] Letter from Loopstra Nixon, Supplementary RMR, Tab 1D, p. 40.

30. Despite this, the Kingston Purchaser took the position that it does not consent to the release of the existing deposit of $250,000, and that the deposit should be returned to the Kingston Purchaser.[24]

31. On the same day (November 27, 2024), the Receiver confirmed the termination of the Kingston APS on the basis of the Kingston Purchaser neither closing the transaction, nor fulfilling the conditions necessary for an extension (despite the Kingston Purchaser already having agreed to those conditions). The solicitors to the Receiver confirmed the Receiver's position that the deposit had been forfeited, but would not release it pending further order from the Court.[25]

32. The Receiver thus requests that the Court authorize and direct the solicitors to the Receiver to release the deposit held by it, in trust, which was paid by the Kingston Purchaser.

PART III. ISSUES

33. The Receiver's motion raises the following three legal issues, all of which should be answered in the affirmative:

(a) should the Court approve the APS and the Transaction contemplated therein?

(b) should the Court approve the contemplated Interim Distribution?;

[24] Letter from Loopstra Nixon, Supplementary RMR, Tab 1D, p. 40.
[25] Termination Letter, dated November 27, 2024, Supplementary RMR, Tab 1E, p. 43.

(c) is it appropriate for the Court to seal the Confidential Appendices to the Third Report pending the closing of the Transaction?;

(d) should the activities, fees and interim SRD of the Receiver, and the fees of its legal counsel be approved?; and,

(e) should the deposit provided pursuant to the Kingston APS, which is being held in trust, be released to the Receiver?

PART IV. LAW

A. The Court Should Approve the APS

34. The factors to be considered by this Court in its assessment of the approval of a sale by a receiver are well established. A court should consider:

(a) whether the receiver has made a sufficient effort to get the best price and has not acted improvidently;

(b) the interests of all parties;

(c) the efficacy and integrity of the process by which offers are obtained; and

(d) whether there has been unfairness in the working out of the process.[26]

35. Having regard to the foregoing, the Receiver submits and recommends that this Court should approve the APS in order to give effect to the Transaction contemplated by the APS. In particular, the Receiver notes the following:

[26] *Royal Bank v. Soundair Corp.*, 1991 CanLII 2727 (ONCA) at para 16 [*Soundair*].

(a) the Toronto Property was sufficiently exposed to the market through, among other things, distribution of promotional brochures to over 3,000 potential purchasers and a public MLS listing for approximately 4 weeks (which followed an initial 10-week listing period during the first sale that was ultimately terminated);[27]

(b) the Receiver considered three offers and one letter of intent for the Toronto Property;[28]

(c) the Receiver has concluded that the offer from the Toronto Purchaser highest and best offer received;[29] and

(d) the APS contains no conditions which would delay any closing.[30]

36. As the Ontario Court of Appeal agreed with and adopted in *Soundair*:

> If the court were to reject the recommendation of the Receiver in any but the most exceptional circumstances, it would materially diminish and weaken the role and function of the Receiver both in the perception of receivers and in the perception of any others who might have occasion to deal with them. It would lead to the conclusion that the decision of the Receiver was of little weight and that the real decision was always made upon the motion for approval. That would be a consequence susceptible of immensely damaging results to the disposition of assets by court-appointed receivers.[31]

37. In the present case, there are no exceptional circumstances which would warrant a rejection of the Receiver's recommendation.

---

[27] Third Report, para. 27, RMR, Tab 2, pp. 30-31.
[28] Third Report, para. 22, RMR, Tab 2, p. 29.
[29] Third Report, para. 22, RMR, Tab 2, p. 29.
[30] Third Report, para. 25(c), RMR, Tab 2, p. 30.
[31] *Soundair* at para 21.

38. In all, the marketing process was fair and transparent and yielded the most advantageous offer for the Toronto Property. There is no basis to interfere with the Receiver's recommendation to approve the APS.[32]

39. This Court should also approve the Interim Distribution. The Lender has a valid and enforceable charge on the Toronto Property in first priority and is therefore entitled to the net proceeds of the Transaction.[33] The approval of this distribution will permit the Receiver to proceed towards the conclusion of its mandate in an efficient manner, minimizing the need for the added expense of further court attendances.

B. The Court Should Seal the Confidential Appendix

40. As noted above, the Receiver seeks an Order sealing the Confidential Appendices pending the closing of the Transaction contemplated by the APS.

41. The circumstances in which this Court should seal part of a record before it were described by the Supreme Court of Canada in the case of *SierraClub of Canada* v. *Canada (Minister of Finance)*.[34]

42. In that case, the Supreme Court observed that a confidentiality order should be granted in two circumstances:

---

[32] *1180554 Ontario Ltd. v. CBJ Developments Inc. et al.* - CV-23-00707989-00CL - Ont. S.C.J. at paras. 6-7 (Endorsement of Justice Kimmel, May 29, 2024) ["***CBJ***"].
[33] Third Report, paras. 33-35, RMR, Tab 2, p. 32.
[34] *Sierra Club of Canada v. Canada (Minister of Finance)*, 2002 SCC 41 (CanLII) at para. 45.

(a) when an order is needed to prevent serious risk to an important interest, including a commercial interest, in the context of litigation because reasonable alternative measures will not prevent the risk; and

(b) when the salutary effects of the confidentiality order, including the effects on the right of civil litigants to a fair trial, outweigh its deleterious effects, including the effects on the right to free expression, which includes public interest in open and accessible court proceedings.

43. In the context of court-supervised sale proceedings, this Court has routinely applied *SierraClub* and held that it is appropriate to seal information and documentation filed in support of a motion to approve a sale where the materials "disclose the valuations of the assets under sale, the details of the bids received by the court-appointed officer and the purchase price contained in the offer for which court approval is sought".[35]

44. Sealing these materials is necessary to ensure that the Receiver can maximize value for the Property if the contemplated Transaction does not close and the Receiver (or someone else) markets the Toronto Property for sale again.[36]

C. The Kingston Deposit has been Forfeited

45. The Kingston APS was an unconditional offer from the Kingston Purchaser. The Kingston Purchaser paid a $250,000 deposit to the solicitors for the Receiver as a non-refundable deposit.[37]

---

[35] *GE Canada Real Estate Financing Business Property Co. v. 1262354 Ontario Inc.*, 2014 ONSC 1173 (CanLII) at para. 32 ["***GE Canada***"]. For a similar example, see *CBJ* at paras. 13-14.
[36] *GE Canada* at paras. 32-34.
[37] Supplement to the Third Report, para. 5, Supplementary RMR, p. 7.

46. Despite multiple extensions, the Kingston Purchaser has now indicated that it is "no longer interested in pursuing financing", but has taken the position that its deposit should be returned to it "in full".[38]

47. The Kingston APS clarifies what if the sale was not completed on the Closing Date as a result of the Kingston Purchaser's default, "the Deposit shall be forfeited to the Vendor."[39]

48. The Receiver has acted in good faith in the sale of the Kingston Property, and was ready, willing and able to close the transaction:

(a) the Receiver agreed to an initial extension to November 20, 2024, at no additional cost to the Kingston Purchaser.[40]

(b) on November 20, 2024, at the request of the Kingston Purchaser the Receiver agreed to a further extension of the closing date to January 6, 2025 on terms including the payment of a further deposit by November 27, 2025. The Kingston Purchaser agreed unconditionally to the terms of the extension, including that the original deposit in the amount of $250,000 is non-refundable.[41]

---

[38] Letter from Loopstra Nixon, Appendix D to the Supplement to the Third Report, Supplementary RMR, Tab 1(D), p. 40.

[39] Redacted Kingston APS, art. 2.5(c), Supplement to the Third Report, Supplementary RMR, Tab 1F, p. 55.

[40] Supplement to the Third Report, para. 13(c), Supplementary RMR, p. 9.

[41] E-mails between Loopstra Nixon and Garfinkle Biderman, Appendix C to the Supplement to the Third Report, Supplementary RMR, Tab 1(C), p. 33.

49. The Kingston Purchaser breached the APS by (1) failing to satisfy the conditions of the further extensions by failing to provide the additional $500,000 deposit[42] and (2) failing to close the transaction on November 20, 2024.

50. The Kingston Purchaser asserts that it is entitled to the deposit due to the delay in the issuance of the Kingston AVO. In its view, because issuance of the Order was delayed by three weeks, the Kingston Purchaser lost the remainder of the 2024 construction season.[43]

51. This argument fails for several reasons:

(a) first, this is not a valid basis for breaching the Kingston APS. The parties agreed that the Kingston APS was subject to Court approval,[44] and that this condition was incapable of waiver.[45] The Kingston Purchaser further agreed that the Closing Date would be contingent on the issuance of the court order approving the sale.[46] At no point did the Kingston Purchaser make it a condition of the purchase that the transaction had to be completed in order to permit construction in the 2024 season;

(b) second, there is no basis for the Kingston Purchase to request and agree to the terms of the extension if it was no longer interested in the Kingston

[42] Letter from Loopstra Nixon, Appendix D to the Supplement to the Third Report, Supplementary RMR, Tab 1(D), p. 40.
[43] Letter from Loopstra Nixon, Appendix D to the Supplement to the Third Report, Supplementary RMR, Tab 1(D), p. 40.
[44] Redacted Kingston APS, art. 2.15(a)(i), Supplement to the Third Report, Supplementary RMR, Tab 1F, p. 59.
[45] Redacted Kingston APS, art. 4.5, Supplement to the Third Report, Supplementary RMR, Tab 1F, p. 64.
[46] Redacted Kingston APS, art. 1.1(j), Supplement to the Third Report, Supplementary RMR, Tab 1F, p. 46.

Property due to the loss of the 2024 construction season. In fact, it was the Kingston Purchaser which requested on November 20 that the closing date be extended to January 6, 2025, and then explicitly agreed to the conditions for this extension as proposed by the Receiver. Simply put, the issue of the 2024 construction season is a red herring for the Kingston Purchaser's inability to close; and

(c) finally, the Kingston Purchaser's extension requests came *after* the Kingston AVO was issued. Therefore, the Kingston Purchaser clearly waived any delay as a result of the late issuance of the Kingston AVO.

52. It is well-established that when a purchaser repudiates an APS and fails to close the transaction, the deposit is forfeited, without proof of any damage suffered by the vendor.[47] The deposit paid by the Kingston Purchaser stood as security for the performance of the contract, and by its failure to perform, has forfeited the deposit.[48]

53. Moreover, both the Kingston APS[49] as well as the parties subsequent correspondence[50] confirm that time remained of the essence. The Court of Appeal has been clear that where time is of the essence, "a time limit in an agreement is essential such that breach of the time limit will permit the innocent party to terminate the contract."[51]

---

[47] *Azzarello v. Shawqi*, 2019 ONCA 820 at para. 45, citing *Tang v. Zhang*, 2013 BCCA 52 and *Redstone Enterprises Ltd. v. Simple Technology Inc.*, 2017 ONCA 282.

[48] *Azzarello v. Shawqi*, 2019 ONCA 820 at para. 54, citing *Benedetto v. 2453912 Ontario Inc.*, 2019 ONCA 149.

[49] Redacted Kingston APS, art. 6.3, Supplement to the Third Report, Supplementary RMR, Tab 1F, p. 69.

[50] E-mails between Loopstra Nixon and Garfinkle Biderman, Appendix C to the Supplement to the Third Report, Supplementary RMR, Tab 1(C), p. 33.

[51] *3 Gill Homes Inc. v. 5009796 Ontario Inc. (Kassar Homes)*, 2024 ONCA 6 at para. 24, citing *Di Millo v. 2099232 Ontario Inc.*, 2018 ONCA 1051.

The Receiver was entitled to terminate the Kingston APS due to the Kingston Purchaser's default as a result of missing deadlines.

54. There is also no concern with unfairness to the Kingston Purchaser. The Receiver agreed to multiple extension requests and was fully co-operative in facilitating the closing of the transaction. The Receiver itself was able to close. Meanwhile, creditors to the Debtor will be prejudiced due to the Kingston Purchaser's default since interest on the secured charges will continue accrue while the Receiver re-markets the Kingston Property for sale. Even though damages are not necessary for the deposit to be forfeited,[52] the forfeited deposit will address this prejudice in part.

55. The Receiver respectfully requests that the Receiver's solicitors be authorized and directed to release the deposit held by it, in trust, for the benefit of the Debtor's creditors.

D. The Activities, Fees and Interim SRD of the Receiver, and the Fees of its Legal Counsel, Should be Approved

56. The fees and disbursements incurred by the Receiver and its counsel for the period from January 1, 2024 to June 30, 2024, were previously approved by the Court pursuant to an order of the Court dated July 24, 2024.

57. The Receiver submits that the fees, activities and disbursements of the Receiver and those of its legal counsel should be approved because the Receiver and its counsel engaged diligently since July 1, 2024, among other things:

(a) obtain the approval and sale order of the first Terminated APS;

[52] *Azzarello v. Shawqi*, 2019 ONCA 820 at para. 45.

(b) negotiate further extensions with Lakeshore;

(c) oversee the re-marketing and sale of the Toronto Property;

(d) negotiate the APS with the Toronto Purchaser; and

(e) prepare the Third Report and the Supplement to the Third Report.

58. The fees and disbursements of the Receiver and its counsel were incurred at each party's standard rates and charges as set out in their respective fee affidavits. The Receiver submits that these fees and disbursements are fair, reasonable and justified in the circumstances.[53]

59. The Receiver seeks approval of the interim receipts and disbursements for both the Toronto Property and the Kingston Property. The Receiver has received and paid monies on behalf of the Debtors for the benefit of all stakeholders, as set out in the Toronto Property Interim R&D, the Kingston Property Interim R&D, and Third Report.[54] Accordingly, this Court should approve the Toronto Property Interim R&D and the Kingston Property Interim R&D.

PART V. ORDER REQUESTED

60. The Receiver respectfully requests that this Court make an order in the form of the draft AVO and ancillary relief order as uploaded on Case Centre.

---

[53] See Fee Affidavit of Arif Dhanani, sworn November 22, 2024, Appendix K to the Third Report, RMR, Tab 2K, p. 192; Fee Affidavit of Beatrice Loschiavo, sworn November 22, 2024, Appendix L to the Third Report, RMR, Tab 2L, p. 210; Fee Affidavit of Avrom Brown, sworn November 22, 2024, Appendix M to the Third Report, RMR, Tab 2M, p. 232.

[54] Toronto Property Interim R&D, Appendix I to the Third Report, RMR, Tab 2I, p. 188; Kingston Property Interim R&D, Appendix J to the Third Report, RMR, Tab 2J, p. 190.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 2nd day of December, 2024.



Jeffrey Larry / Ryan Shah

SCHEDULE "A" – AUTHORITIES CITED

1. *GE Canada Real Estate Financing Business Property Co. v. 1262354 Ontario Inc.*, 2014 ONSC 1173 (CanLII).

2. *Royal Bank v. Soundair Corp.*, 1991 CanLII 2727 (ONCA).

3. *Sierra Club of Canada v. Canada (Minister of Finance)*, 2002 SCC 41 (CanLII).

4. *1180554 Ontario Ltd. v. CBJ Developments Inc. et al.* - CV-23-00707989-00CL – Ont. S.C.J. (Commercial List) (Endorsement of Justice Kimmel, May 29, 2024).

5. *3 Gill Homes Inc. v. 5009796 Ontario Inc. (Kassar Homes)*, 2024 ONCA 6, citing *Di Millo v. 2099232 Ontario Inc.*, 2018 ONCA 1051.

6. *Azzarello v. Shawqi*, 2019 ONCA 820

This is **Exhibit 4** to the affidavit of Simion Kronenfeld sworn by the deponent on July 17, 2026 in the City of Bucharest Romania, before me at the City of Toronto, in the Province of Ontario, on July 17, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



.....

Commissioner for taking Affidavits (or as may be)

Dale Denis

From: rooney@paulfrooneyprofcorp.com <rooney@paulfrooneyprofcorp.com>
Sent: December 3, 2024 1:07 PM
To: adhanani@tdbadvisory.ca
Cc: 'Avrom Brown' <abrown@GARFINKLE.com>; steve.keyzer@colliers.com
Subject: Potential Sale by Receiver of lands on Islington Avenue

Gentlemen,
Please see attached my correspondence of today, with attached Purchase Agreement, deposit, and proof of available funds to close, in relation to the above topic.

Yours very truly,

Paul F. Rooney

Paul F. Rooney Professional Corporation
Barrister & Solicitor,
121 King Street West, Suite 510
Toronto, ON M5H 3T9

Direct Line: 647-981-7838
Email: rooney@paulfrooneyprofcorp.com

Paul F. Rooney
Professional Corporation
Barrister & Solicitor

121 King Street West, Suite 510
Toronto, Ontario
M5H 3T9

Telephone: (647) 981-7838
Email: rooney@paulfrooneyprofcorp.com

BY EMAIL
December 3, 2024

Our File No. 19507

TDB Restructuring Limited,
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Arif Dhanani adhanani@tdbadvisory.ca

AND TO
Garfinkle Biderman LLP
801-1 Adelaide Street East
Toronto, ON M5C 2V9
Attention: Avrom W. Brown abrown@garfinkle.com

AND TO

Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1
Attention: Steve Keyzer steve.keyzer@colliers.com

Re: Re: Receivership of properties located at 2857 Islington Avenue, Toronto (the "Islington Properties") and 311 Conacher Drive, Kingston (the "Kingston Property" and with the Toronto Property, the "Properties")

As previously advised, we are commercial and real estate counsel for AJGL Group Inc. It was only in the Motion materials recently served late Friday, November 29, 2024 by Paliare Roland (counsel for the Receiver) returnable December 4, 2024, that my client first became aware that the agreed sale of the Kingston Property had fallen through. As you are aware, my client's submissions to the Court at the prior Motion included the submission that the marketing of the Islington Properties should be paused until the Kingston Property sale closed or was otherwise terminated. Given the fact that the proceeds from the Court-approved Kingston sale would have been sufficient to repay in full the Cameron Stephens debt obligations, there would have been no reason to sell the Islington Properties, and also, no reason for my client to consider offering to purchase the Islington Properties. Further, your Second Report as Receiver disclosed that, despite demands to them, the Second and Third mortgagees on the

Kingston Property still had not provided any proof of any actual advances thereunder or indebtedness outstanding, meaning the validity of any claim by them remains unproven.

Despite my client's position as a beneficial owner of the Islington Properties, no notice was given to my client that offers for the Islington Properties were being entertained and evaluated for potential acceptance. The disclosure by the Receiver a few days ago that a conditional contract had been entered into for the sale of the Islington Properties by the Receiver was a surprise to my client.

At the same time, in this context, my client is now even more concerned with the potential for offers that significantly undervalue the true value of the Islington Properties being accepted by the Receiver. The Motion materials do not state the proposed sales price for the Islington Properties, with the result that my client has no way to resolve its concerns in that respect. Therefore, an offer to purchase the Islington Properties is being submitted to the Receiver today. The offer is for $3,000,000, and includes a 10% deposit of $300,000 as required in your standard form of agreement. There is no due diligence condition, nor other conditions, save for being conditional on the obtaining of the Approval and Vesting Order in favour of this purchaser. This offer (signed by the purchaser) is open for acceptance by the Receiver until such date as the Court determines whether or not it should be accepted (and if accepted, then until the date the Receiver obtains court approval for the Agreement). It is not necessary that the purchaser have access to the Confidential Data Room, and so there is also no need for a Confidentiality Agreement regarding the data in the Confidential Data Room. However if for some reason the Receiver shows a need for the Confidentiality Agreement, the purchaser is willing to provide a confidentiality agreement that is appropriate to this context.

In addition to the enclosed deposit from the purchaser (in form of my trust cheque payable to Garfinkel Biderman LLP in trust, as counsel for the Receiver), I am also enclosing confirmation from the Bank of Nova Scotia that the purchaser has liquid funds available to it in excess of $3,000,000, which is evidence of the ability of the purchaser to close the transaction. The principal of the purchaser is Simion Kronenfeld, who is an experienced land developer, and has the ability to complete this transaction. I note that he or his associated entities already once before assembled and completed the acquisition of these lands, which is evidence of that ability.

The existence of this offer and Agreement should be considered by the Receiver, and also made known to the Court in relation to the December 4 Motion. If the Receiver wishes additional information in respect of this Agreement, please let me know. If this offer and Agreement is not going to be recommended to the Court by you on December 4, my client will require additional time to prepare to respond to the Motion. Please advise me as to the forgoing as soon as possible.

Yours very truly,

Paul F. Rooney
Professional Corporation

per

Paul F. Rooney
PFR:md

E:\Office\Client Matters\Islington\\Letter to Receiver with Agreement .doc

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT made as of the 4th day of December 2024.

BETWEEN:

TDB RESTRUCTURING LIMITED (the **"Receiver"**)

in its capacity as Court-Appointed Receiver over the lands and premises set out on Schedule "A" attached hereto and not in its personal or corporate capacity

(the **"Vendor"**)

and

1001079582 ONTARIO INC., a corporation formed pursuant to the laws of Ontario

(the **"Purchaser"**)

RECITALS:

A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) dated December 6, 2023, (the **"Appointment Order"**) RSM Canada Limited was appointed as Receiver over the lands legally described in Schedule "A" attached hereto, effective December 22, 2023;

B. Pursuant to the Substitution Order of the Ontario Court of Justice (Commercial List) dated March 1, 2024, (the **"Substitution Order"**) the Receiver's name was substituted in the place of the name of RSM Canada Limited;

C. The Vendor desires to sell and the Purchaser desires to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties covenant and agree as follows:

SECTION 1 - INTERPRETATION

1.1. Definitions

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

(a) **"Acceptance Date"** means the date that this Agreement is executed and delivered by the Parties;

(b) **"Agent"** shall mean Colliers Macaulay Nicolls Inc.;

(c) **"Agreement"** means this Agreement of Purchase and Sale, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;

(d) **"Applicable Laws"** means, with respect to the Purchased Assets or to any Person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Person, property, transaction or event;

(e) **"Assumed Liabilities"** has the meaning ascribed to it in Section 2.10.

(f) **"Business Day"** means a day on which banks and the Land Registry Office for the City of Toronto are open for business but does not include a Saturday, Sunday, or statutory holiday in the Province of Ontario;

(g) Intentionally deleted.

(h) **"Claim"** means any claim, demand, action, cause of action, damage, loss, cost, liability or expense (including legal fees on a substantial indemnity basis) and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

(i) **"Closing"** means the successful completion of the Transaction;

(j) **"Closing Date"** means that date that is six (6) business days immediately following the date upon which the Approval and Vesting Order is granted.

(k) Intentionally Deleted

(l) **"Court"** means the Court defined in the first recital of this Agreement;

(m) Intentionally deleted.

(n) "Data Room" means the electronic data room established by or on behalf of the Vendor containing documents related to the Purchased Assets for review by the Purchaser;

2A

(o) Intentionally deleted.

(p) Intentionally deleted.

(q) **"Debtor or Debtors"** means all or any one of Kings Townhomes Limited (formerly Conacher Kingston Holdings Inc.) and 5004591 Ontario Inc.;

(r) **"Deposit"** has the meaning ascribed to it in Section 2.5;

(s) **"Encumbrance"** means any mortgage, charge, pledge, hypothecation, security interest, trust, deemed trust (statutory or otherwise) assignment, lien (statutory or otherwise), Claim, title retention agreement or arrangement, restrictive covenant, rights of way, easements, encroachments, reserves, or other encumbrance of any nature or any other arrangement or condition which, in substance, secures payment or performance of an obligation;

(t) **"Environmental Condition"** has the meaning ascribed to it in Section 2.2(a).

(u) **"Environmental Laws"** means all Applicable Laws concerning pollution or protection of the natural environment or otherwise relating to the environment or health or safety matters, including Applicable Laws pertaining to (i) reporting, licensing, permitting, investigating and remediating the presence of Hazardous Materials, and (ii) the storage, generation, use, handling, manufacture, processing, transportation, treatment, release and disposal of Hazardous Materials including without limiting the generality of the foregoing the following any written policies and guidelines and directives, administrative rulings or interpretations, that are in effect and applicable to the Vendor or the Property on the Closing Date, as well as the common law and any judicial or administrative order, consent decree or judgment that is in effect and applicable to the Vendor or the Property on the Closing Date, that relates to pollution or the protection of the environment, including, without limitation, the *Atomic Energy Control Act* (Canada), the *Canadian Environmental Protection Act* (Canada), the *Pest Control Products Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario), the *Ontario Water Resources Act* (Ontario) and the *Occupational Health & Safety Act* (Ontario), and the regulations and guidelines promulgated pursuant thereto or issued by any Government Authority in respect thereof, and equivalent or similar local and provincial ordinances and statutory programs and the regulations and guidelines promulgated pursuant thereto.

(v) **"Ereg"** has the meaning ascribed to it in Section 5.7;

(w) **"ETA"** means the *Excise Tax Act* (Canada), as it may be amended from time to time;

(x) **"Excluded Assets"** means the assets, if any, listed in Schedule "C";

(y) **"Final Order"** means, in respect of any order, such order after i) the expiry of applicable appeal periods; or (ii) in the event of an appeal or application for leave to appeal or to stay, vary, supersede, set aside or vacate such order, final determination of such appeal or application by the applicable court or apelet tribunal;

(z) **"Governmental Authority"** means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the Transaction or one or both of the Parties and shall include a board, commission, courts, bureau, agency or any quasi-governmental or private body exercising any regulatory authority including an association of insurance underwriters;

(aa) **"Hazardous Materials"** means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Governmental Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health or safety matters;

(bb) **"HST"** means all goods and services taxes and harmonized sales tax payable under the ETA;

(cc) **"Land Transfer Tax"** means all the taxes payable under the *Land Transfer Tax Act* (Ontario) and any other applicable provincial or municipal land transfer tax legislation, including all registration fees, license fees, and other like charges payable upon a transfer of real property, together with interest, penalties and additions thereto;

(dd) "Leases" means any leases with any tenants relating to the Property;

(ee) Intentionally deleted.

(ff) **"Liabilities"** means all costs, expenses, charges, debts, liabilities, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise, liquidated or unliquidated under or in respect of any contract, agreement, arrangement, lease, commitment or undertaking, Applicable Law and Taxes

5

(gg) **"Parties"** means the Vendor, the Purchaser and any other Person who may become a party to this Agreement. **"Party"** means any one of the foregoing;

(hh) **"Permits"** means all permits, licenses and applications that may have been issued or applied for in the name of the Debtor and/or the Vendor in connection with the servicing and/or development of the Property;

(ii) **"Permitted Encumbrances"** means those Encumbrances listed in Schedule "B" attached hereto;

(jj) **"Person"** means an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity;

(kk) **"Plans"** means all plans and documentation in the possession or control of the Vendor relevant to the development of the Property including, without limitation, any project documents, engineering drawings, architectural plans and working drawings, landscaping plans, reports, project documents other documentation prepared to illustrate or define a particular aspect of the development of the Property, in each instance, to the extent forming part of the Data Room created by the Vendor in respect of the Transaction;

(ll) **"Property"** means the real property described in Schedule "A" attached hereto;

(mm) **"Property Documents"** means the documents in the Data Room;

(nn) **"Purchaser Closing Conditions"** has the meaning ascribed to it in Section 4.1;

(oo) **"Purchase Price"** shall have the meaning ascribed to it in Section 2.4. For greater certainty, the Purchase Price shall be exclusive of Transfer Taxes and any other taxes payable as a result of or in connection with the Transaction;

(pp) **"Purchaser's Solicitors"** means the law firm of Paul F. Rooney Professional Corporation;

(qq) **"Purchased Assets"** means those assets being the lands which are the subject of this Agreement;

(rr) **"Receiver"** has the meaning described thereto in the Recitals;

(ss) **"Reports"** means collectively any written reports or documents received or obtained by the Receiver from any third party regarding any aspect of the Property;

(tt) **"Rights"** has the meaning ascribed to it in Section 2.13;

(uu) Intentionally deleted;

(vv) Intentionally deleted.

(ww) Intentionally deleted;

(xx) Intentionally deleted;

(yy) **"Transaction"** means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;

(zz) **"Transfer Taxes"** means all HST, Land Transfer Tax, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated together with interest, penalties and additional amounts imposed with respect thereto;

(aaa) Intentionally deleted.

(bbb) **"Vendor Closing Conditions"** has the meaning ascribed to it in Section 4.3;

(ccc) **"Vendor's Solicitor"** means the law firm of Garfinkle Biderman LLP;

(ddd) **"Approval and Vesting Order"** means the order of the Court approving the sale by the Receiver to the Purchaser of the Purchased Assets and vesting all rights, title and interest of the Purchased Assets in favour of the Purchaser free and clear of all Encumbrances (other than Permitted Encumbrances) (in a form to be agreed upon by the parties);

(eee) **"Vesting Order Motion"** means a motion by the Receiver seeking the granting of the Approval and Vesting Order; and

(fff) **"Work Orders"** means any work orders, deficiency notices, outstanding building permits, orders, or requirements to comply with any Applicable Laws or issued by any Governmental Authorities.

1.2. Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of

this Agreement. The terms "this Agreement", "hereof, "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof

1.3. Extended Meanings

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

1.4. Schedules

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

Schedule "A"	Property
Schedule "B"	Permitted Encumbrances
Schedule "C"	Excluded Assets
Schedule "D"	Intentionally deleted

SECTION 2 - SALE AND PURCHASE AND ASSIGNMENT

2.1. Sale and Purchase of Purchased Assets

On the Closing Date, subject to the terms and conditions of this Agreement, the Vendor shall sell and the Purchaser shall purchase the Purchased Assets and the Purchaser shall assume the Assumed Liabilities, all in accordance with and pursuant to the terms hereof and the Approval and Vesting Order. The Purchaser acknowledges that it is not purchasing any other property or assets of the Debtor other than the Purchased Assets.

2.2. "As is, Where is"

The Purchaser acknowledges and agrees that:

(a) the Vendor is selling and the Purchaser is purchasing the Purchased Assets on an "as is, where is" basis subject to whatever defects, conditions, impediments, Hazardous Materials or deficiencies which may exist on the Closing Date, including, without limiting the generality of the foregoing, any latent or patent defects in the Purchased Assets. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to any matter including, title, encumbrances, description, fitness for purpose or use, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, zoning,

permitted uses, permits, compliance with Applicable Laws of Government Authorities, threatened claims, litigation, the existence or non-existence of Hazardous Materials flowing onto or from the Property or any part thereof, or in the air, surface or ground water flowing through, onto or from the Property, or any part thereof, any non-compliance with Environmental Laws including any adverse matters contained in the Reports (the **"Environmental Condition"**), compliance with any or all Environmental Laws, or in respect of any other matter or thing whatsoever concerning the Purchased Assets, or the right of the Vendor to sell or assign same save and except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply hereto and are hereby waived by the Purchaser. The descriptions of the Purchased Assets set out in this Agreement or in the Property Documents are for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the completeness or accuracy of such descriptions. The Purchaser further acknowledges that the Property Documents and all other written and oral information (including, without limitation, any analyses, financial information and projections, compilations, studies and the Plans) obtained by the Purchaser from the Vendor or the Agent with respect to the Purchased Assets or otherwise relating to the Transaction has been provided for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendor shall not be under any obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser's responsibility to take possession of the Purchased Assets.

(b) notwithstanding any statutory provisions to the contrary, the Purchaser has no right to submit requisitions on title or in regard to any outstanding Work Orders, and the Purchaser shall accept the title to the Property subject to the Permitted Encumbrances and the Environmental Condition.

(c) the various parties who prepared the Property Documents may have restricted the use thereof to the Debtor only, in their respective retainers with the Debtor and any purported conveyance of any of the Property Documents by the Vendor to the Purchaser may be subject to such limitations.

(d) Without limiting the generality of this Section 2.2, the Purchaser acknowledges and agrees that the parties have expressly agreed to exclude from this Agreement all express or implied representations and warranties with respect to the following matters:

(i) the compliance of the Property with Applicable Laws, by-laws or regulations including without limitation, municipal zoning by-laws and regulations;

(ii) any easements, rights of way, instruments, documents, agreements or other registered or unregistered interest in the Property which impacts the

use, enjoyment, income or development opportunities connected with the Property;

(iii) that the present use or any future use of the Purchased Assets intended by the Purchaser is or will be lawful or permitted;

(iv) the execution, good standing, validity, binding effect or enforceability of the Permitted Encumbrances;

(v) that the Vendor has any right, title or interest in any goodwill associated with the Purchased Assets, or the use of any name associated with the operation of the Purchased Assets;

(vi) the description, title, condition, value, state of repair and fitness for any purpose of the Purchased Assets; and

(vii) the compliance of the Property with Environmental Laws, Reports or the existence or non-existence of Hazardous Materials, environmental, soil or water contamination or pollution on or about the Property, or otherwise with respect to the environmental condition of the Property;

(e) the Property Documents and any assets lists, information packages and other material concerning the Purchased Assets or the sale thereof provided by or on behalf of the Vendor and the Agent have been prepared solely for the convenience of the Purchaser and are not warranted or represented to be complete or accurate and are not part of this Agreement (unless specifically provided in such material) and the descriptions of the Purchased Assets provided to the Purchaser are for the purposes of identification only, no conditions, warranty or representation has been or will be given by the Vendor concerning the accuracy, completeness or any other matter concerning such descriptions;

(f) the Vendor is entering into this Agreement solely in its capacity as Receiver of the Property pursuant to the Appointment Order and not in its personal or other capacity and the Vendor and its agents (including the Vendor's Solicitors), officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith;

(g) save as to any valid objection to title made in respect of matters arising after the Acceptance Date, the Purchaser shall be conclusively deemed to have accepted the title to the Property and to have accepted the Property subject to the Permitted Encumbrances and the Environmental Condition and subject to all Applicable Laws, by-laws and regulations affecting its use. If any valid objection to title expressly permitted herein is made by the Purchaser prior to the Closing Date, which the Vendor is unwilling or unable to remove, remedy, or satisfy and which the Purchaser will not waive or is not satisfied by title insurance, then the Receiver may terminate this Agreement by notice to the Purchaser, whereupon, except as herein expressly set forth, the Deposit without interest accrued thereon shall be forthwith returned to the Purchaser in accordance with and subject to the

terms in Section 2.5 and 2.12 each of the Purchaser and the Receiver shall be released from all obligations under this Agreement;

(h) the Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such of the foregoing as are in the possession or control of the Receiver;

(i) the Purchaser acknowledges that, the Vendor has provided the Purchaser access to the Data Room and that the Purchaser has had sufficient opportunity to review, and has satisfied itself with respect to, the Property Documents. If for any reason the transaction is not completed, the Purchaser shall forthwith return the Property Documents, and delete any electronic copies of them in its possession or control. The Vendor makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained in any of the Property Documents; and

in entering into this Agreement, the Purchaser has relied and will rely entirely and solely upon its own inspections and investigations with respect to the Property and the Purchased Assets, including the physical condition and the Environmental Condition of the Purchased Assets including compliance with Applicable Laws and has relied solely upon its own judgement resulting from doing so and has not relied and will not rely on any information, written or oral, furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor including the Agent, including with respect to value of the Purchased Assets, the development potential of the Property, adequacy, marketability, quantity, location, condition, quality, fitness or state of repair. The information in the Data Room and description of the Purchased Assets in any marketing material, listing information, and any like material delivered or made available by the Vendor and/or the Agent, the Vendor's agents or any other party on its behalf to the Purchaser or its representatives are believed to be correct, but if any misstatement, error, inaccuracy or omission (collectively the **"Inaccuracies"**) is found in the them, the Purchaser shall not be entitled to any abatement, damages, reimbursement, costs or to termination of this Agreement as a result of them and the Purchaser releases the Vendor and its agents from any Claims the Purchaser had, has or may have as a result of such Inaccuracies.

2.3. Permitted Encumbrances

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

2.4. Purchase Price

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets (the **"Purchase Price"**) shall be an amount of $3,000,000.00, allocated as set out in paragraph 2.7.

//

2.5. Deposit

The Parties acknowledge and agree that the sum of $300,000.00, being ten (10%) percent of the Purchase Price (the **"Deposit"**) will be delivered by the Purchaser to the Vendor's solicitor in trust within 24 hours of acceptance of an executed copy of the Agreement by the Purchaser and the Vendor. The Deposit shall be held in a non-interest bearing account of a Canadian chartered bank or trust company, in trust and to be disbursed in accordance with the following provisions:

(a) if the purchase and sale of the Purchased Assets is completed on the Closing Date, then the Deposit shall be released from trust and applied towards payment of the Purchase Price;

(b) if the purchase and sale of the Purchased Assets is not completed on the Closing Date for any reason other than the default of the Purchaser hereunder, then the Deposit shall, subject to any Claim by the Vendor for damages under Section 2.12(d) herein, be released from trust and paid to the Purchaser in full satisfaction of all Claims incurred by the Purchaser as a result of such non-completion; or

(c) if the purchase and sale of the Purchased Assets is not completed on the Closing Date as a result of the Purchaser's default hereunder, then the Deposit shall be forfeited to the Vendor and released from trust as liquidated damages and not as a penalty and paid to the Vendor without prejudice to the Vendor's rights to reimbursement on account of any Claim of the Vendor against the Purchaser as a result of such failure and the Vendor shall be entitled to pursue all of its rights and remedies against the Purchaser, including the resale of the Purchased Assets. Upon any such resale, the Purchaser shall pay to the Vendor: (i) an amount equal to the amount, if any, by which the Purchase Price under the Agreement exceeds the net purchase price received by the Vendor pursuant to such resale (net of any commissions and costs and expenses incurred to effect the completion of such resale including legal costs on a full indemnity basis), and (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of the Transaction or occasioned by the Purchaser's failure to comply with this Agreement.

2.6 Payment of Purchase Price

The Purchase Price shall be paid and satisfied as follows:

(a) on Closing, the Deposit shall be released from trust and credited against the Purchase Price in accordance with Section 2.5(a); and

(b) on Closing, the Purchase Price, subject to adjustments and minus the amount paid to the Vendor pursuant to Section 2.6(a), shall be paid to the Vendor or as the Vendor may direct in writing by way of wire transfer using the Large Value Transfer System.

2.7 Intentionally deleted.

2.8 Adjustment of Purchase Price

(1) The Purchase Price shall be adjusted as of the Closing Date in accordance with the terms of this Agreement for any property taxes (including interest thereon, if applicable), utilities and any other items which are usually adjusted in purchase transactions involving assets similar to the Purchased Assets in the context of a Court supervised sale (the **"Adjustments"**). The Receiver shall prepare a statement of adjustments and deliver same to the Purchaser for its approval by no later than 3 Business Days prior to the Closing Date. If the amount of any Adjustments required to be made pursuant to this Purchase Agreement cannot be reasonably determined as of the Closing Date, an estimate shall be made by the Vendor as of the Closing Date based upon the best information available to the Vendor at such time. When such cost or amount is determined, the Vendor or Purchaser, as the case may be, shall, within 30 days of determination, provide a complete statement thereof to the other and within 30 days thereafter the Vendor and the Purchaser shall make a final adjustment as of the Closing Date for the item in question. In the absence of agreement by the Parties the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Vendor and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the Parties All re-adjustments shall be requested in a detailed manner on or before the 60th day after the Closing Date, after which time neither party shall have any right to request re-adjustment.

(2) Other than as provided for in this section 2.8, there shall be no Adjustments to the Purchase Price.

2.9 Excluded Liabilities

Other than the Assumed Liabilities, the Purchaser shall not assume and shall not be liable for any other Liabilities of the Vendor or the Debtor.

2.10 Assumed Liabilities

From and after Closing, the Purchaser shall assume and be liable for the Assumed Liabilities. The Assumed Liabilities shall consist only of the Liabilities incurred under or in respect of:

(a) Permitted Encumbrances;

(b) the use of the Purchased Assets from and after the Closing Date to the extent relating to periods from and after the Closing Date; and

13

(c) the Environmental Condition, and any and all Liabilities for the remediation of the soil and groundwater in, on, over, under or flowing through, onto or from the Property or any part thereof.

(the foregoing being the **"Assumed Liabilities"**).

2.11 Taxes

In addition to the Purchase Price, the Purchaser or the beneficial owner of the Property if different from the Purchaser shall pay all applicable Transfer Taxes exigible in connection with the purchase and sale of the Purchased Assets, including, without limitation, HST and Land Transfer Tax.

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

The Purchaser shall deliver, prior to Closing, a certificate in form prepared by the Vendor acting reasonably certifying that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the Transaction. The Purchaser's certificate shall also include certification of the Purchaser's prescription and/or registration as the case may be, and the Purchaser's HST registration number together and the Purchaser shall indemnify and hold harmless the Vendor from and against any and all Claims, HST, penalties, costs and any interest that may become payable by or assessed against the Vendor for all Transfer Taxes arising out of, related to or connected in any way with the Property or this Transaction. If the Purchaser shall fail to deliver its certificate, then the Purchaser shall tender to the Vendor at Closing, in addition to the balance due on Closing, an amount equal to the HST that the Vendor shall be obligated to collect and remit in connection with the Transaction.

2.12 Inspections

The Vendor will permit the Purchaser, its consultants, agents and representatives to carry out, at the Purchaser's sole expense and risk, such investigations, soil tests, and environmental audits as the Purchaser, acting reasonably, may deem necessary with respect to the Property, subject to and conditional upon the following terms and conditions:

(a) any invasive testing shall require the Vendor's written approval prior to such testing;

(b) the Purchaser shall provide at least two Business Days' notice to the Vendor of any such tests and inspections and the Vendor will be entitled to have a representative present during all such tests and inspections;

(c) all soil tests or environmental audits shall be coordinated with the Vendor;

(d) any damage to the Property caused by such tests and inspections will be promptly repaired by the Purchaser and the Purchaser will indemnify and save the Vendor harmless from all Claims which the Vendor may suffer as a result of the said tests and inspections or any other breach of this Section by the Purchaser; and

(e) prior to entering the Property to conduct the Purchaser's tests and investigations, the Purchaser shall deliver (or shall cause its representatives completing the Purchaser's investigations on its behalf to deliver) to the Vendor evidence of liability insurance coverage for at least $2,000,000.

The Purchaser agrees that the Vendor shall be entitled to deduct from the Deposit the amount of any Claims which the Vendor may suffer as a result of a breach of this Section 2.12 by the Purchaser. To the extent that the Purchaser commissions any reports in connection with its tests and investigations of the Property, copies of all such reports shall be delivered to the Vendor at no cost to the Vendor within three (3) Business Days of issuance.

2.13 Non-Transferable and Non-Assignable Purchased Assets

To the extent that any of the Purchased Assets to be transferred to the Purchaser on the Closing, or any Claim, right or benefit arising under or resulting from such Purchased Assets (collectively, the **"Rights"**) is not capable of being transferred without the approval, consent or waiver of any third Person, or if the transfer of a Right would constitute a breach of any obligation under, or a violation of, any Applicable Law unless the approval, consent or waiver of such third Person is obtained, then, except as expressly otherwise provided in this Agreement and without limiting the rights and remedies of the Purchaser contained elsewhere in this Agreement, this Agreement shall not constitute an agreement to transfer such Rights unless and until such approval, consent or waiver has been obtained. After Closing and for a period of sixty (60) days following Closing, the Vendor shall:

(a) maintain its existence and hold the Rights in trust for the Purchaser;

(b) comply with the terms and provisions of the Rights as agent for the Purchaser at the Purchaser's cost and for the Purchaser's benefit;

(c) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser; and

(d) enforce, at the reasonable request of the Purchaser and at the expense and for the account of the Purchaser, any rights of the Vendor arising from such Rights against any third Person, including the right to elect to terminate any such Rights in accordance with the terms of such Rights upon the written direction of the Purchaser.

In order that the full value of the Rights may be realized for the benefit of the Purchaser,

the Vendor shall, at the request and expense and under the direction of the Purchaser, in the name of the Vendor or otherwise as the Purchaser may specify, take all such action and do or cause to be done all such things as are, in the reasonable opinion of the Vendor, necessary or proper in order that the obligations of the Vendor under such Rights may be performed in such manner that the value of such Rights is preserved and ensures to the benefit of the Purchaser. To the extent that such approval, consent or waiver has not been obtained by the 60th day following the Closing, such Right shall be deemed to be an excluded Purchased Asset and the Vendor may terminate any agreement pertaining to such Right unless otherwise agreed to by the Parties. The Purchaser shall indemnify and hold the Vendor harmless from and against any Claim under or in respect of such Rights arising because of any action of the Vendor taken in accordance with this Section.

2.14 Intentionally deleted.

2.15 Approval and Vesting Order

(a) The Receiver and the Purchaser acknowledge that:

i. this Agreement is subject to Court approval; and

ii. closing of the Transaction is subject to the issuance of the Approval and Vesting Order.

(b) If this Agreement is accepted by both parties, the Receiver shall use its commercially reasonable efforts to promptly thereafter file and serve the Vesting Order Motion on notice to the necessary parties.

(c) If the Receiver accepts this Agreement, the Purchaser shall provide all information if any, and take any such actions as may be reasonable requested by the Receiver to assist the Receiver in obtaining the Approval and Vesting Order and any other order of the Court reasonably necessary to consummate the Transaction.

(d) From and after the Acceptance Date, the Receiver shall provide such prior notice as may be reasonable under the circumstances before filing any materials with the Court that relate, in whole or in part, to this Agreement, the Purchaser, or the Approval and Vesting Order and shall consult in good faith with the Purchaser regarding the content of such materials prior to any such filing (provided that the Receiver shall not be obligated to incorporate the comments of the Purchaser and do any such filings).

2.16 Closing Certificate

The parties hereto acknowledge and agree that the Receiver shall be entitled to file with

the Court a certificate, substantially in the form attached to the Approval and Vesting Order (the **"Closing Certificate"**) upon receiving written confirmation from the Purchaser that all conditions to close under this Agreement have been satisfied or waived. The Receiver shall have no liability to the Purchaser or any other person as a result of filing the Closing Certificate.

2.17 Receiver's Capacity

The Purchaser acknowledges and agrees that in all matters pertaining to this Agreement, including in its execution, the Receiver has acted and is acting solely in its capacity as Receiver and manager of the Property pursuant to the Appointment Order and not in its personal, corporate or any other capacity and the Receiver and its agents, officers, directors, employees and representatives will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith.

SECTION 3 - REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Covenants

The Purchaser covenants and agrees that it will, effective on and after the Closing Date, assume and be fully responsible for:

(a) all obligations which are to be observed or performed from and after completion of this Transaction under the Permitted Encumbrances; and

(b) the Assumed Liabilities and any other obligations and liabilities assumed by the Purchaser as provided for by this Agreement.

3.2 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Vendor, which representation and warranties the Vendor is relying upon, that:

(a) the Purchaser is and will be as of Closing, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Purchased Assets;

(b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;

(c) no consent or approval of or registration, declaration or filing with any Government Authority is required for the execution or delivery of this Agreement by the Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of

any of its obligations hereunder;

(d) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained herein;

(e) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Purchaser to enter into this Agreement or to consummate the Transaction and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success;

(f) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as of Closing, duly and validly executed and delivered by the Purchaser and constitute or will, as of Closing, constitute legal, valid and binding obligations of the Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof;

(g) the Purchaser is not a non-Canadian person as defined in the *Investment Canada Act;*

(h) The Purchaser has now and will have on the Closing Date the financial resources to complete this transaction in accordance with the terms of this Agreement; and

(i) the Purchaser is registered or will be registered on Closing under Part IX of the ETA.

3.3 Record of Site Condition in the Environmental Registry

If at any time following Closing the Purchaser, in its sole discretion, elects to file a Record of Site Condition (**"RSC"**) in respect of any Property, then the following clause will be deemed to have formed part of this Agreement as at the time of execution hereof, in respect only of the Property for which the RSC is filed:

"The Purchaser covenants and agrees that following the Closing, it shall file, at its sole cost and expense, a Record of Site Condition in the Environmental Registry as contemplated under s.168.4 of the Environmental Protection Act for the Property."

On Closing, the Purchaser shall deliver an indemnity in favour of the Vendor in which it

agrees to indemnify and save the Vendor harmless from any and all Claims incurred by the Vendor in the event the Purchaser fails to make such filings.

3.4 Receiver's Representations

The Receiver represents and warrants to the Purchaser as follows:

(a) the Receiver has been duly appointed as the receiver of the Purchased Assets pursuant to the Appointment Order and has full right, power and authority, subject to obtaining the Approval and Vesting Order prior to Closing, to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order; and

(b) the Receiver is not a non-resident of Canada for purposes of Section 116 of the *Income Tax Act* (Canada).

3.5 Survival of Representations, Warranties and Covenants

The representations, warranties, agreements and covenants made by the Purchaser herein or in any other agreement, certificate or instrument delivered by the Purchaser to the Vendor pursuant to this Agreement shall survive the Closing, and notwithstanding the Closing, shall continue in full force and effect for the benefit of the Vendor, without limitation.

SECTION 4 - CONDITIONS

4.1 Purchaser Closing Conditions

The obligation of the Purchaser to complete the Transaction is subject to the following conditions precedent being fulfilled or performed at or prior to the Closing Date (the **"Purchaser Closing Conditions"**):

(a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;

(b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at Closing all the documents contemplated in Section 5.3 or elsewhere in this Agreement;

(c) intentionally deleted;

(d) the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction; and

The Purchaser Closing Conditions are for the exclusive benefit of the Purchaser. Any Purchaser Closing Condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

4.2 Purchaser Closing Conditions Not Fulfilled

If any Purchaser Closing Condition has not been fulfilled at or prior to Closing, then the Purchaser in its sole discretion may, either:

(a) terminate this Agreement by notice to the Vendor, in which event the Purchaser shall be released from its obligations under this Agreement and the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof; or

(b) waive compliance with any such Purchaser Closing Condition, without prejudice to its right of termination in the event of non-fulfillment of any other Purchaser Closing Condition.

4.3 Vendor Closing Conditions

The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing Date (the **"Vendor Closing Conditions"):**

(a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;

(b) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated in Section 5.2 or elsewhere in this Agreement;

(c) there shall be no litigation or proceedings pending against the Vendor, in respect of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and

(d) On the Closing Date, the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction.

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

4.4 Vendor Closing Conditions Not Fulfilled

If any Vendor Closing Condition shall not have been fulfilled at or prior to Closing, then the Vendor in its sole subjective discretion may, without limiting any rights or remedies available to the Vendor at law or in equity, either:

(a) terminate this Agreement by notice to the Purchaser in which event the Vendor shall be released from all obligations under this Agreement and, unless the Vendor Closing Condition(s) that was not fulfilled was the Vendor Closing Condition contained in Section 4.3(c) or (d), the Deposit shall be retained by the Vendor in accordance with the provisions of Section 2.5 hereof; or

(b) waive compliance with any such Vendor Closing Condition without prejudice to its right of termination in the event of non-fulfillment of any other Vendor Closing Condition.

4.5 Approval and Vesting Order

The obligations of the Vendor and the Purchaser hereunder are subject to the mutual condition that the Vesting Order shall have been made by the Court on a date to be determined by the Receiver approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Debtor in the Purchased Assets free and clear of all Encumbrances, other than the Permitted Encumbrances. The Parties hereto acknowledge that the foregoing condition has been inserted for the mutual benefit of the Parties and is incapable of waiver. In the event that said condition has not been fulfilled by the aforesaid date, the Transaction shall automatically be deemed to be null and void and of no further force and effect as of said date and provided that the Purchaser is not in default of its obligations hereunder, the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof. The Parties further acknowledge that the Application to the Court for the Vesting Order will be made as soon as reasonably practical after the binding Agreement is entered into by the Parties.

SECTION 5 - CLOSING

5.1. Closing

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

The Closing Date shall be subject to the approval of the Vesting Order, and to any approvals required from the City of Toronto pursuant to Instrument AT4601555 and related restrictions having been received. If either of the approval of the Vesting Order or any approvals required from the City of Toronto pursuant to Instrument AT4601555 and related restrictions have not been received by the initial Closing Date, then the Closing Date shall be extended ("Extended Closing Date") for a further period of 60 days. In the event that the approvals have not been received by the Extended Closing Date, then the Purchaser shall have the right to terminate this Agreement in writing to the Vendor

or to the Vendor's Solicitor at his absolute and sole discretion and the Deposit shall be returned to the Purchaser in full without interest or deduction.

5.2. Purchaser's Deliveries on Closing

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

(a) payment of the Purchase Price;

(b) a certificate, dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;

(c) an acknowledgement dated as of the Closing Date, that each of the Purchaser Closing Conditions have been fulfilled, performed or waived as of the Closing Date;

(d) assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;

(e) the certificate and indemnity provided for under Section 2.11;

(f) an undertaking to re-adjust any item on or omitted from the statement of adjustments subject to 60 day limitation period in Section 2.8;

(g) an environmental release and indemnity indemnifying and holding the Vendor harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively **"Damages"**) suffered or incurred by the Vendor, directly or indirectly, as a result of or in connection with any of the following, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:

(i) the presence, release, or the threat of a release of any Hazardous Materials in, on or under the Property;

(ii) the presence of any Hazardous Materials in, on or under properties adjoining or proximate to the Property;

(iii) any other environmental matters relating to the Property;

(iv) the breach of any Environmental Laws applicable to the Property;

(v) the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Purchaser;

(vi) the Environmental Condition; or

(vii) the Indemnity provided for in Schedule 3.3; and

(h) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

5.3 Vendor's Deliveries on Closing

(a) On or before the Closing, the Vendor shall execute and deliver to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

(i) statement of adjustments;

(ii) an acknowledgement dated as of the Closing Date, that each of the Vendor Closing Conditions have been fulfilled, performed or waived as of the Closing Date;

(iii) an assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;

(iv) assignment of all Leases;

(v) the Approval and Vesting Order; and

(vi) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

(b) Upon the completion of the deliveries pursuant to Section 5.2 and 5.3(a), the Vendor shall immediately file a certificate with the Court (the **"Receiver's Certificate"**) that the Transaction has been completed and title to the Property shall vest in the Purchaser effective immediately upon the filing with the Court of the Receiver's Certificate and shall deliver to the Purchaser a copy of same.

5.4 Risk

The Purchased Assets shall be and remain at the risk of the Vendor until Closing. From and after Closing, the Purchased Assets shall be at the risk of the Purchaser. In the event that the Purchased Assets shall be damaged prior to Closing, then the Vendor shall advise the Purchaser in writing within twenty-four (24) hours of the Vendor learning of same. In the event that the Purchased Assets shall be materially damaged prior to Closing then the Vendor shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement by notice, in writing, to the Purchaser and in such event the Parties hereto shall be released from all obligations and liabilities hereunder. If the Vendor shall not elect to terminate this Agreement as set out above, then the Transaction shall be completed in accordance with the terms and conditions hereof and the Purchaser shall be entitled to all proceeds of insurance payable in respect thereof, if any.

5.5 Termination

If either the Vendor or the Purchaser validly terminates this Agreement pursuant to the provisions of Sections 4.2, 4.4, 4.5 or 5.4:

(a) all the obligations of both the Vendor and Purchaser pursuant to this Agreement shall be at an end; and
(b) the Purchaser shall have no right to specific performance or any other remedy against, or any right to recover on account of any Claim it may have from, the Vendor.

5.6 Breach by Purchaser

If all of the Purchaser Closing Conditions have been complied with or waived by the Purchaser and the Purchaser fails to comply with the terms of this Agreement, the Vendor may by notice to the Purchaser elect to treat this Agreement as having been repudiated by the Purchaser. In addition, the Purchaser shall pay to the Vendor, on demand, the deficiency, if any, arising upon such resale (after deducting the expenses of resale) together with interest and all other damages or charges occasioned by or resulting from the default by the Purchaser.

5.7 Electronic Registration

In the event that a system for electronic registration **("Ereg")** is operative and mandatory in the applicable land registry office, the Purchaser agrees to cause all necessary procedures to be taken, as may be required by the Vendor or the Vendor's solicitors, to complete the Transaction using Ereg in accordance with the Law Society of Ontario's (the **"LSO")** guidelines. If Ereg is operative on the Closing Date, (i) the Purchaser agrees to use a lawyer authorized to use Ereg and who is in good standing with the LSO, (ii) the Purchaser's solicitors will enter into the Vendor's solicitors' standard form of escrow closing agreement or document registration agreement, which will establish the procedures for closing the Transaction provided same are in accordance with LSO guidelines, and (iii) if the Purchaser's solicitors are unwilling or unable to complete the Transaction using Ereg, then the Purchaser's solicitors must attend at the Vendor's solicitors' office or at another location designated by the Vendor's solicitors at such time on Closing as directed by the Vendor's solicitors to complete the Transaction using Ereg utilizing the Vendor's solicitors' computer facilities, in which event, the Purchaser shall pay to the Vendor's solicitors a reasonable fee therefor.

SECTION 6 - GENERAL

6.1. Further Assurances

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

6.2. Notice

Any notice or other communication under this Agreement shall be in writing and may be

delivered personally or transmitted by electronic transmission, addressed in the case of the Purchaser, as follows:

Attention: Simion Kronenfeld

Telephone No: 416-520-7111

Email: simion@ajglgroup.com

and in the case of the Vendor, as follows:

TDB Restructuring Limited, Court-Appointed
Receiver of 5004591 Ontario Inc.
11 King Street West
Suite 700, PO Box 27
Toronto, ON M5H 4C7

Attention: Arif Dhanani
Email: adhanani@tdbadvisory.ca

with a copy to:

Garfinkle Biderman LLP
801-1 Adelaide Street East
Toronto, ON M5C 2V9

Attention: Avrom W. Brown
Email: abrown@garfinkle.com

and a copy to:

Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1

Attention: Steve Keyzer
Email: steve.keyzer@colliers.com

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

6.3. Time

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

6.4. Currency

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

6.5. Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, provided that the Purchaser shall not assign the benefit of this Agreement without the prior written consent of the Vendor; provided the Purchaser may assign its rights and obligations under this Agreement to an "affiliate" of the Purchaser (as such term is defined in the *Business Corporations Act* (Ontario)), provided that the Purchaser remains liable, jointly, with such affiliate for all the obligations of the Purchaser hereunder. To the extent that any such assignment occurs, this Agreement and all provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6.6. Amendments and Waiver

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser may consent to any such amendment at any time prior to the Closing with the prior authorization of their respective boards of directors.

6.7. Entire Agreement

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

forth herein and on acceptance by the Purchaser, is intended to create binding obligations on the part of the Purchaser, as set out herein.

6.8. Paramountcy

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

6.9. Severability

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

6.10. Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

6.11. Commission

The Vendor shall be responsible for any commissions to the Agent. Any other commissions payable to any other party shall be the responsibility of the Purchaser.

6.12. Certain Words

In this Agreement, the words "including' and "includes" means "including (or includes) without limitation", and "third party" means any Person who is not a Party.

6.13. Statutory References

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

6.14. Actions to be Performed on a Business Day

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

such day.

6.15. No Registrations

The Purchaser hereby covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, or any other document providing evidence of this Agreement against title to the Property. Should the Purchaser be in default of its obligations under this Section, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement, caution, certificate of pending litigation or other document providing evidence of this Agreement or any assignment of this Agreement from the title to the Property and the Purchaser shall be deemed to be in default of its obligations hereunder. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in law to cause the removal of such notice of this Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property. The Purchaser acknowledges and agrees that until Closing, the Purchaser has no interest in the Property whatsoever, notwithstanding anything to the contrary herein.

6.16. Strict Construction

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

6.17. No Third Party Beneficiaries

This Agreement shall be binding upon and enure solely to the benefit of each of the Parties hereto and its permitted assigns and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no person or entity shall be regarded as a third party beneficiary of this Agreement. Each of the Parties agrees that all provisions of this Agreement, and all provisions of any and all documents and security delivered in connection herewith, shall not merge and except where otherwise expressly stipulated herein, survive the closing of the Transaction.

6.18. Planning Act

This Agreement is entered into subject to the express conditions that it is to be effective only if the provisions of Section 50 of the *Planning Act* (Ontario) and amendments, are complied with.

6.19. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

6.21 Expenses

Each Party shall be responsible for its own legal and other expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transaction and for the payment of any broker's commission, finder's fee or like payment payable by it in respect of the purchase and sale of the Purchased Assets pursuant to this Agreement.

(Remainder of this page intentionally left blank)

6.22 Announcements

Except as required by law including applicable regulatory and stock exchange requirements, all public announcements concerning the Transaction shall be jointly approved as to form, substance and timing by the Parties after consultation.

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

TDB RESTRUCTURING LIMITED in its capacity as Court-Appointed Receiver and not in its personal capacity

Per: _____
Name: Arif Dhanani, CPA, CA, CIRP, LIT
Title: Managing Director

1001079582 ONTARIO INC.

PER _____
Name:
Title:

Schedule "A"

Property

PIN No. 10306-0064 (LT) - 2849 Islington Avenue

Part Lot 22 Concession 6 WYS Township of York as in NY735134; Toronto (N York), City of Toronto

PIN No. 10306-0035 (LT) - 2857 Islington Avenue

Part Lot 2 Plan 9059 North York as in 18379983; Toronto (N York), City of Toronto

PIN No. 10306-0034 (LT)- 2855 Islington Avenue

Part Lot 2 Plan 9059 North York as in 18379984; Toronto (N York), City of Toronto

PIN No. 10306-0033 (LT)- 2853 Islington Avenue

Part Lot 1 Plan 9059 North York as in 18221318; Toronto (N York), City of Toronto

PIN No. 10306-0032 (LT)- 2851 Islington Avenue

Part Lot 1 Plan 9059 North York as in TR92058; Toronto (N York), City of Toronto

31

Schedule "B"

Permitted Encumbrances

"Permitted Encumbrances" means the following:

1. The exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*, R.S.O. 1990, and any amendments thereto or any successor legislation, except paragraph 11;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements or rights of way in favour of any governmental authority or public utility provided that none of the foregoing interfere in any material adverse respect with the current use of the Property;
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due;
5. All agreements and easements, registered or otherwise, for utilities and services for hydro, water, heat, power, sewer, drainage, cable and telephone serving the Property, adjacent or neighbouring properties, provided none of the foregoing interfere in any material adverse respect with the current use of the Property;
6. Any encroachments, minor defects or irregularities indicated on any survey of the Property or which may be disclosed on an up-to-date survey of the Property provided that in either case same do not materially adversely impair the use, operation, or marketability of the Property;
7. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;
8. Any breaches of any Applicable Laws, including Work Orders;
9. Any subdivision agreements, site plan agreements, developments and any other agreements with the Municipality, Region, publicly regulated utilities or other governmental authorities having jurisdiction;
10. Minor title defects, if any, that do not in the aggregate materially affect the use of the Property for the purposes for which it is used on the date of acceptance of this Agreement;
11. The following specific instruments registered on title against the Property:

Permitted Encumbrances related to the Property
(unaffected by the Approval and Vesting Order)

32

Reg. Num.	Date	Instrument Type	Parties To
NY524794	November 21, 1967	Agreement	The Corporation of the Borough of North York
NY579166	July 20, 1970	By-law exempting Part Lot Control	
NY593705	May 12, 1971	Agreement	The Borough of North York
NY608306	December 29, 1971	Agreement	The Corporation of the Borough of North York
NY620929	July 28, 1972	Municipal By-law	
NY632269	January 29, 1973	Notice of Airport Zoning Regulations	Department of Transportation
TB379984	December 29, 1986	Statutory Declaration of Anthony Dilena	
TR57844	March 27, 2000	Notice	Her Majesty the Queen in Right of the Department of Transport Canada
AT4601553	June 19, 2017	Section 37 Agreement	City of Toronto
AT4601554	June 19, 2017	Rental Housing Agreement	City of Toronto
AT4601555	June 19, 2017	Restriction preventing any Transfer or Charge of the lands or any part thereof without the prior written consent of the Chief Planner, of the City of Toronto	
AT4867240	May 18, 2018	Site Plan Agreement	City ofToronto

33

Schedule "C"

Excluded Assets

Hearing Brief p. 835

BMO Bank of Montreal · Banque de Montréal

CANADIAN $ DRAFT / TRAITE EN DOLLARS CANADIENS

4800 DUFFERIN ST.
DOWNSVIEW, ONTARIO, CANADA M3H 5S8

981504

DATE DEC 03 2024

CTI

Pay to the order of / Payez à l'ordre de GARFINKEL BIDERMAN LLP IN TRUST

$ 300,000.00

**********CAD300,000.00

for Bank of Montreal/
pour la Banque de Montréal

PAUL F. ROONEY PROFESSIONAL CORPORATI
ON
Purchaser's name / Nom de l'acheteur

204 TAVISTOCK RD
TORONTO, ON M3M2P6
Purchaser's address / Adresse de l'acheteur

Signing Officer / Signataire

Signing Officer / Signataire

⑈06952⑈00 ⑆ 24640 298 ⑆ 50466⑈ 90

The Bank of Nova Scotia
Finch & Dufferin
845 Finch Avenue West
Toronto, Ontario
Canada M3J 2C7
Tel: (416) 665-8742
Fax: (416) 665-5911

Scotiabank

Confidential

TDB Restructuring Limited,

11 King Street West, Suite 700,

Toronto, Ontario M5H 4C7

Re: Receiver of 5004591 Ontario Inc.

This is to confirm that as on Dec 03rd , 2024, Mr. Simion Kronenfeld, 425 Alness Street Toronto , ON, M3J2T8 , has Liquid funds of CAD $ 3,000,000.00 (three million) in his accounts at our Branch , Scotia Bank, 845 Finch Avenue West, Toronto, Ontario, Canada, M3J 2C7.

In-case of any query please feel free to contact the undersigned.

Thanks



Vikas Sharma

Small Business Banking

845 Finch Avenue West, Toronto Ontario, Canada M3J 2C7

T 1.416.665.3336 x 4301 M 1 437 533 7915

vikas.l.sharma@scotiabank.com

www.scotiabank.com

Scotiabank is a business name used by The Bank of Nova Scotia

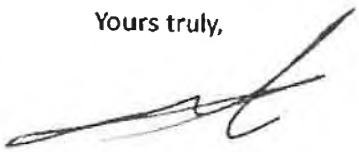
Confirmation

December 3, 2024

TO: 100079582 Ontario Inc.

You have advised the undersigned that you have submitted to TBD Restructuring Limited an agreement to purchase five contiguous properties located on Islington Ave., Toronto (the "Properties "), for a purchase price of $3 million (the "Agreement "). By this Confirmation, I am confirming to you my commitment to provide advances to you in the amount of $3 million and as may be required pursuant to the Agreement, to fund the closing of your purchase of the Properties as described in the Agreement. I understand and agree that you are relying on this commitment in submitting the Agreement to TDB Restructuring Limited.

Yours truly,



Simion Kronenfeld

This is **Exhibit 5** to the affidavit of Simion Kronenfeld sworn by the deponent on July 17, 2026 in the City of Bucharest Romania, before me at the City of Toronto, in the Province of Ontario, on July 17, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



.....

Commissioner for taking Affidavits (or as may be)

Dale Denis

Dale Denis

From: Dale Denis
Sent: December 3, 2024 9:00 PM
To: beatrice.loschiavo@paliareroland.com; wgreenspoon@garfinkle.com; dullmann@blaney.com; jwajs@stikeman.com; dmurdoch@stikeman.com; navis@stikeman.com; imarks@robapp.com; mgasch@robapp.com; rtaylor@cmblaw.ca; jwadden@tyrllp.com; ssherrington@tyrllp.com; jlee@cl-law.ca; ronald@davidzonlaw.com; adhanani@tdbadvisory.ca; btannenbaum@tdbadvisory.ca; smosonyi@robapp.com; peter@himprolaw.com; rsparano@himprolaw.com; jmorley@LN.law; paul@starkmanlawyers.com; calvin@starkmanlawyers.com; asamat@blaney.com; jkulathungam@teplitskyllp.com; arjun.anand@infinitydevelopment.ca
Cc: Jeff.Larry@paliareroland.com; Douglas.Montgomery@paliareroland.com; ryan.shah@paliareroland.com; Paul Rooney
Subject: CAMERON STEPHENS v. CONACHER KINGSTON et al. - CV-23-00701672-00CL - Revised Offer - Price increased to $3.3 million
Attachments: Letter to Receiver with Agreement -revised (signed).pdf; Purchase Agreement for Islington lands -revised (Dec 2024 - signed by purchaser).pdf

Counsel,

Please see email below and the attached amended Purchase Agreement, now with an increased purchase price of $3.3 million.

Regards

Dale Denis
Denis Litigation
Direct: (416) 479-3417
Email: dale@dilitigation.com

From: rooney@paulfrooneyprofcorp.com <rooney@paulfrooneyprofcorp.com>
Sent: December 3, 2024 8:47 PM
To: adhanani@tdbadvisory.ca
Cc: 'Avrom Brown' <abrown@GARFINKLE.com>; steve.keyzer@colliers.com
Subject: RE: Potential Sale by Receiver of lands on Islington Avenue

Gentlemen,
Further to my earlier correspondence of today, please see attached my additional correspondence, with attached revised Purchase Agreement, in relation to the above topic.

Yours very truly,

Paul F. Rooney

Paul F. Rooney Professional Corporation
Barrister & Solicitor,

121 King Street West, Suite 510
Toronto, ON M5H 3T9

Direct Line: 647-981-7838
Email: rooney@paulfrooneyprofcorp.com

This message is solicitor-client privileged and contains confidential information intended only for the person(s) named above. Any other distribution, copying or disclosure is strictly prohibited. If you have received this message in error, please notify us immediately by telephone and delete the message without making a copy.

From: rooney@paulfrooneyprofcorp.com <rooney@paulfrooneyprofcorp.com>
Sent: December 3, 2024 1:07 PM
To: adhanani@tdbadvisory.ca
Cc: 'Avrom Brown' <abrown@GARFINKLE.com>; steve.keyzer@colliers.com
Subject: Potential Sale by Receiver of lands on Islington Avenue

Gentlemen,
Please see attached my correspondence of today, with attached Purchase Agreement, deposit, and proof of available funds to close, in relation to the above topic.

Yours very truly,

Paul F. Rooney

Paul F. Rooney Professional Corporation
Barrister & Solicitor,
121 King Street West, Suite 510
Toronto, ON M5H 3T9

Direct Line: 647-981-7838
Email: rooney@paulfrooneyprofcorp.com

This message is solicitor-client privileged and contains confidential information intended only for the person(s) named above. Any other distribution, copying or disclosure is strictly prohibited. If you have received this message in error, please notify us immediately by telephone and delete the message without making a copy.

Paul F. Rooney
Professional Corporation
Barrister & Solicitor

121 King Street West, Suite 510
Toronto, Ontario
M5H 3T9

Telephone: (647) 981-7838
Email: rooney@paulfrooneyprofcorp.com

BY EMAIL
December 3, 2024

Our File No. 19507

TDB Restructuring Limited,
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Arif Dhanani adhanani@tdbadvisory.ca

AND TO
Garfinkle Biderman LLP
801-1 Adelaide Street East
Toronto, ON M5C 2V9
Attention: Avrom W. Brown abrown@garfinkle.com

AND TO

Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1
Attention: Steve Keyzer steve.keyzer@colliers.com

Re: Re: Receivership of properties located at 2857 Islington Avenue, Toronto (the "Islington Properties") and 311 Conacher Drive, Kingston (the "Kingston Property" and with the Toronto Property, the "Properties")

This letter is further to my letter to you of earlier today on this topic.

My client is hereby submitting to the Receiver a revised offer to purchase the Islington Properties. The only revision is as to the price to be paid, which has been increased to $3,300,000, and the deposit has correspondingly been increased to the amount of $330,000 as required in your standard form of agreement. The additional $30,000 of deposit will be provided within 24 hours of acceptance of the Agreement by the Receiver, as described in your standard agreement terms. Mr. Brown already has my client's bank draft for $300,000 payable to his firm in trust. There is no due diligence condition, nor other conditions, save for being conditional on the obtaining of the Approval and Vesting Order in favour of this purchaser. This revised offer (signed and initialed by the purchaser) is open for acceptance by the Receiver until such date as the Court determines whether or not it should be accepted (and if

accepted, then until the date the Receiver obtains court approval for the Agreement). It is not necessary that the purchaser have access to the Confidential Data Room, and so there is also no need for a Confidentiality Agreement regarding the data in the Confidential Data Room. However if for some reason the Receiver shows a need for the Confidentiality Agreement, the purchaser is willing to provide a confidentiality agreement that is appropriate to this context.

The enclosures in my prior letter today continue to apply in relation to the revised offer and Agreement.

The existence of this revised offer and Agreement should be considered by the Receiver, and also made known to the Court in relation to the December 4 Motion. If the Receiver wishes additional information in respect of this revised Agreement, please let me know. If this revised offer and Agreement is not going to be recommended to the Court by you on December 4, my client will require additional time to prepare to respond to the Motion. Please advise me as to the forgoing as soon as possible.

Yours very truly,

Paul F. Rooney
Professional Corporation

per

Paul F. Rooney
PFR:md

E:\Office\Client Matters\Islington\Letter to Receiver with Agreement (revised agmt) doc

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT made as of the 4th day of December 2024.

BETWEEN:

TDB RESTRUCTURING LIMITED (the **"Receiver"**)

in its capacity as Court-Appointed Receiver over the lands and premises set out on Schedule "A" attached hereto and not in its personal or corporate capacity

(the **"Vendor"**)

and

1001079582 ONTARIO INC., a corporation formed pursuant to the laws of Ontario

(the **"Purchaser"**)

RECITALS:

A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) dated December 6, 2023, (the **"Appointment Order"**) RSM Canada Limited was appointed as Receiver over the lands legally described in Schedule "A" attached hereto, effective December 22, 2023;

B. Pursuant to the Substitution Order of the Ontario Court of Justice (Commercial List) dated March 1, 2024, (the **"Substitution Order"**) the Receiver's name was substituted in the place of the name of RSM Canada Limited;

C. The Vendor desires to sell and the Purchaser desires to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties covenant and agree as follows:

SECTION 1 - INTERPRETATION

1.1. Definitions

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