

**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 NOVEMBER 18, 2026)**

June 23, 2026

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

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*

TO: **Garfinkle Biderman LLP**
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, ON M5C 2V9

Wendy Greenspoon-Soer
Tel: 416-869-1234
wgreenspoon@garfinkle.com

Summer Xia
sxia@garfinkle.com

**Lawyers for the Applicants,
Cameron Stephens Mortgage Capital Ltd.**

AND TO: **Blaney McMurtry LLP**
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

David Ullman
Tel: 416-596-4289
dullmann@blaney.com

**Lawyer for the Respondents,
Conacher Kingston Holdings Inc.
and 5004591 Ontario Inc**

AND TO: **Stikeman Elliott LLP**
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Jordan D. Wajs
Tel: 416-869-5685
jwajs@stikeman.com

Daniel S. Murdoch
Tel: 416-869-5529
dmurdoch@stikeman.com

Nicholas Avis
Tel: 416-869-5563
navis@stikeman.com

Lawyers for Ron Barbaro

AND TO: Crawley MacKewn Brush LLP
Suite 800 – 179 John Street
Toronto, ON M5T 1X4

Sean Jones Tel: 416.217.0738
sjones@cmblaw.ca
Lawyers for Issam A. Saad and 2858087 Ontario Inc.

AND TO: Tyr LLP
488 Wellington Street West,
Suite 300-302
Toronto, ON M5V 1E3

Jason Wadden
Tel: 416-627-9815
jwadden@tyrllp.com

Sandy Ballott
sballott@tyrllp.com

**Lawyers for Lakeshore Luxe Design
and Build Group Inc.**

AND TO: Corsianos Lee
Barristers and Solicitors
6 Ronrose Drive
Suite 301
Vaughan, ON L4K 4R3

Jacob Lee
Tel: 905-370-1093
jlee@cl-law.ca

**Lawyers for Lakeshore Luxe
Design and Build Group Inc.**

AND TO: Davidzon Law
1120 Finch Ave W, Suite 503
North York, ON M3J 3H7

Ronald Davidzon
Tel: 416-792-5556
ronald@davidzonlaw.com

Lawyers for 2462686 Ontario Inc.

AND TO: TDB Restructuring Ltd.
11 King St. West, Suite 700
Toronto, ON M5H 4C7
Tel: 416-575-4440
Fax: 416-915-6228

Arif Dhanani
Tel: 647-725-0183
adhanani@tdbadvisory.ca

Bryan Tannenbaum
Tel: 416-238-5055
btannenbaum@tdbadvisory.ca

The Receiver

AND TO: STARKMAN LAWYERS
Barrister & Solicitor
510-675 Cochrane Dr., East Tower
Markham, ON L3R 0B8

Paul H. Starkman (35683C)
paul@starkmanlawyers.com

Calvin Zhang (80407L)
calvin@starkmanlawyers.com
Tel: 905-477-3110

**Lawyers for the Responding Party,
2478659 Ontario Ltd.**

**AND TO: Himelfarb Proszanski
Barristers & Solicitors**
480 University Avenue, Suite 1401
Toronto, ON M5G 1V2

Tel: 416-599-8080
Fax: 416-599-3131

Raffaele Sparano
Tel: 416-599-8080 ext. 347
rsparano@himprolaw.com

Peter Proszanski
Tel: 416-599-8080
peter@himprolaw.com

**Lawyers for Yury Boltyansky and
2462686 Ontario Inc.**

AND TO: Loopstra Nixon LLP
366 King Street E. Suite 340
Kingston, ON K7K 6Y3

Steve Ferri
SFerri@LN.Law

Quinto Annibale
qannibale@loonix.com

Lawyers for 2349891 Ontario Inc.

AND TO: Denis Litigation

Dale Denis
Tel: 416-479-3417
dale@dilitigation.com

Lawyers for AJGL Group Inc.

AND TO: Blaney McMurtry LLP
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

Khadija Waqqas
KWaqqas@Blaney.com

Lawyers for 2083053 Ontario Inc.

AND TO: Maurice J. Neirinck & Associates
181 University Avenue, Suite 220
Toronto, ON M5H 3M7

Maurice J. Neirinck
mjn@mjinlaw.ca

Lawyers for 16404706 Ontario Inc.

AND TO: Teplitsky LLP
70 Bond St, Suite 200
Toronto, ON M5B 1X3

Jonathan Kulathungam
Tel: 416.365.7702
jkulathungam@teplitskyllp.com

Lawyers for prospective purchaser

AND TO: Paul F. Rooney
Professional Corp.
204 Tavistock Rd
Toronto, ON M3M 2P6

Paul F. Rooney (LSO #22202I)
Tel: 647.981.7838
rooney@paulfrooneyprofcorp.com

Lawyers for AJGL Group Inc.

AND TO: Crawley MacKewn Bruch LLP
Suite 800-179 John Street
Toronto, ON M5T 1X4

Michael Byers
MByers@CMBLaw.ca

Lawyers for XXX

AND TO: AYUB EFTEKHARNEJAD
aeftekharnjad_ca@yahoo.ca

AND TO: TAREK MANSOUR
Tarek.Mansour@colliers.com

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

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

B E T W E E N:

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Respondents

INDEX

Tab	Document	Page No.
1	Notice of Motion dated June 19, 2026	10-20
2	Sixth Report of the Receiver dated June 8, 2026	22-43
	A Appendix A – Appointment Order	44-61
	B Appendix B – Omnibus Order	63-73
	C Receiver's Certificate – Kingston Property	75-77
	D Receiver's Certificate – Toronto Property	79-81
	E Confidentiality Agreement	83-86
	F Marketing Brochure	88-94
	G Template APS	96-135
	H E-Blast Emails	137-151
	I Toronto Property MLS Listing	153-154
	J Big Deadline Email	156
	K Sales Process Order	158-162
	L Endorsement to Sales Process Order	164-168
	M 100 Inc. – Final Offer	170-171
	N Notice of Appeal	173-186

O	Court of Appeal Decision	188-206
P	100 Inc. letter dated October 24, 2025	208-209
Q	Paliare Roland letter dated October 27, 2025	211-212
R	Paliare Roland email dated October 27, 2025	214-215
S	Paliare Roland letter dated October 30, 2025	217-218
T	Final Offer	220-253
U	Garfinkle Biderman letter dated November 3, 2025	255
V	Paliare Roland Repudiation letter	257-258
W	160 Lower Offer	260-299
X	Paliare Roland email to 160 Inc. Agent	301
Y	Paliare Roland letter dated November 13, 2025	303-305
Z	Template APS	307-347
AA	Fifth Report Supplement, without appendices	349-355
BB	Kingston Property R&D	357
CC	Toronto Property R&D	359
DD	Fee Affidavit of Arif Dhanani sworn June 8, 2026	361-396
EE	Fee Affidavit of Alexciya Blair sworn June 2, 2026	398-427
FF	Fee Affidavits of Avrom Brown sworn June 8, 2026	429-447

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

-10-

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

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

**Lawyers for the Receiver, TDB Restructuring
Limited**

TO: Service List

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	<i>Initial Offer Period</i>	3
2.1.2	<i>Second Offer Period</i>	5
2.1.3	<i>December 4 Hearing</i>	6
2.1.4	<i>December 10 Hearing</i>	6
2.1.5	<i>The Appeal</i>	7
2.1.6	<i>Purported Withdrawal of the Final Offer</i>	8
2.1.7	<i>The 160 Inc. Agreement</i>	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.

44.2 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.

45.2 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) 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. 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, 2026 and attached as **Appendix "EE"** to this report.


54. 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 LIMITED, 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

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.



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.

APPENDIX B

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM)	FRIDAY, THE 1 ST
)	
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 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 – <i>discharge</i> <i>pending</i>	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

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 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.

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

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 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:
CF90E71A241740D...
Name: Arif Dhanani
Title: Managing Director

APPENDIX E

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 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 *

Address *

Last Name *

City *

Email *

Country *

-

Position *

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

Company *

Phone *

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.

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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

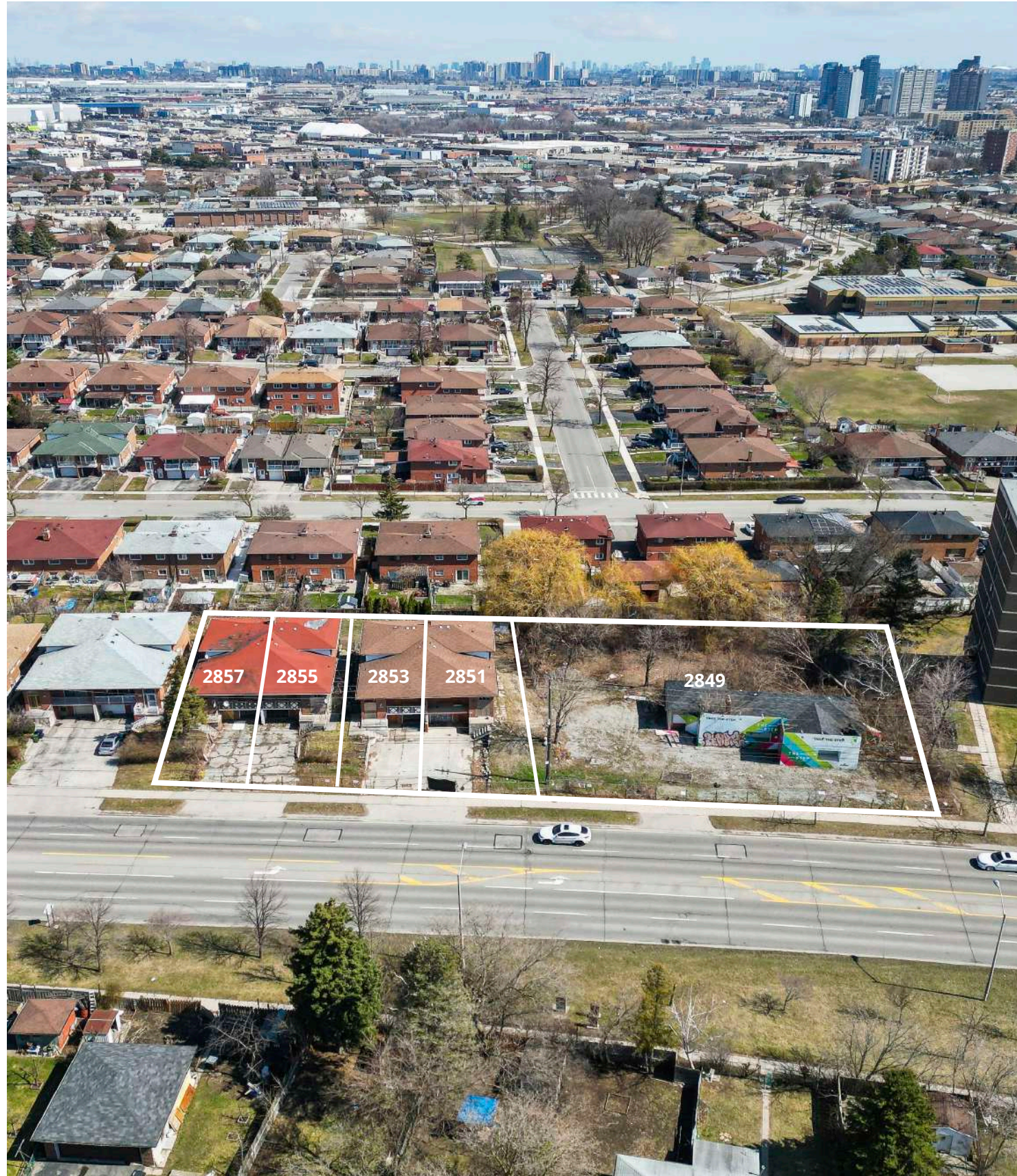


Table of Contents

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.

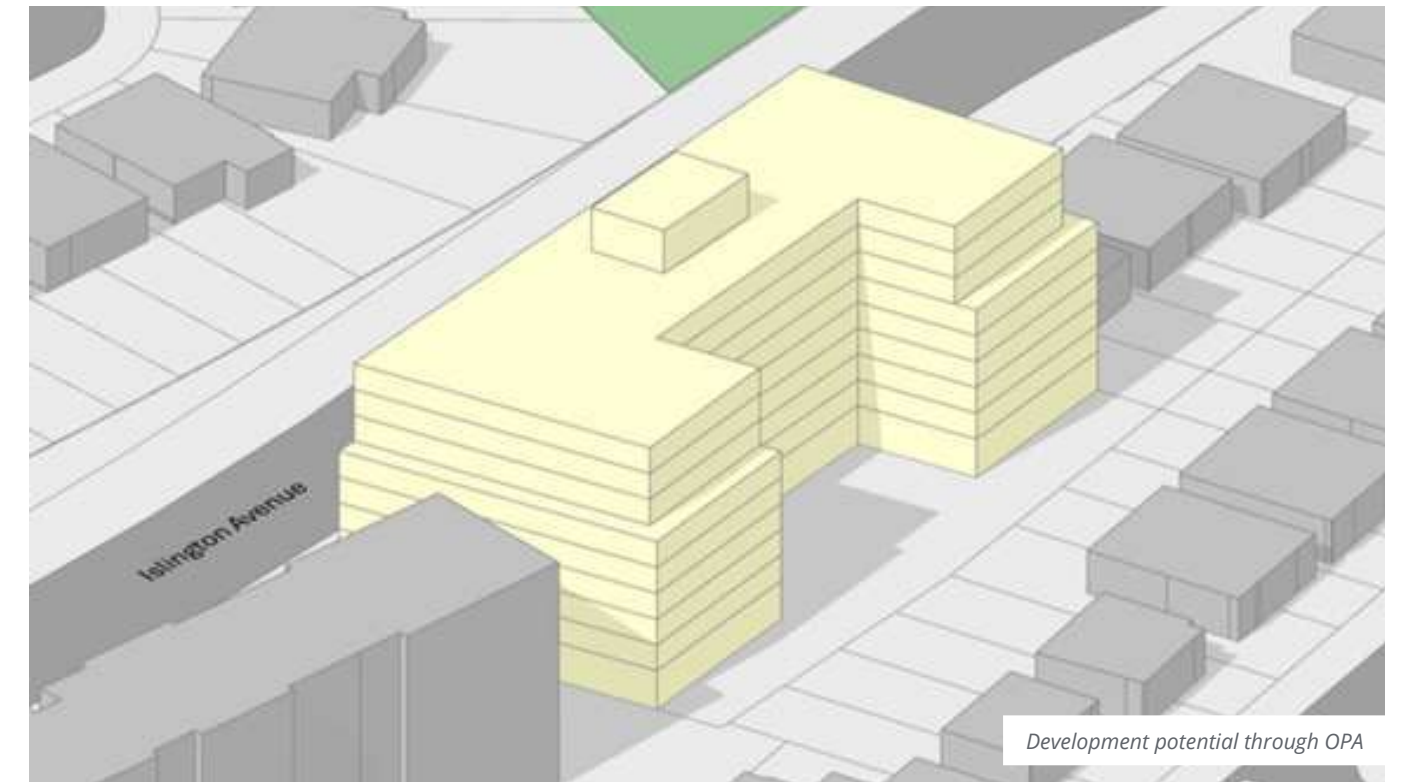


Project Statistics	
Building Height	6 storeys
Total GFA (SF)	74,971
Site Area (SF)	36,694
FSI	2.04
No. of Units	110

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.



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.

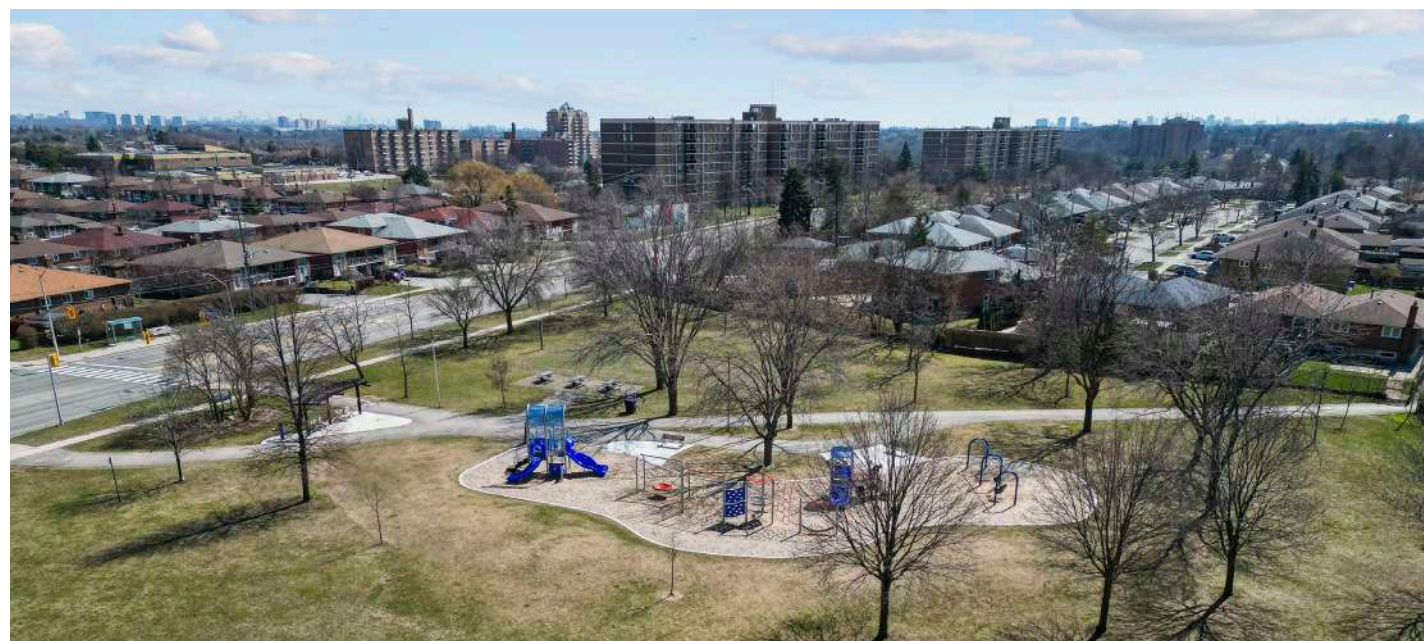
The Property is located in the Humber Summit neighbourhood in north Toronto, and benefits from its close proximity to the Humber River, with various parks and trails within walking distance.

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.



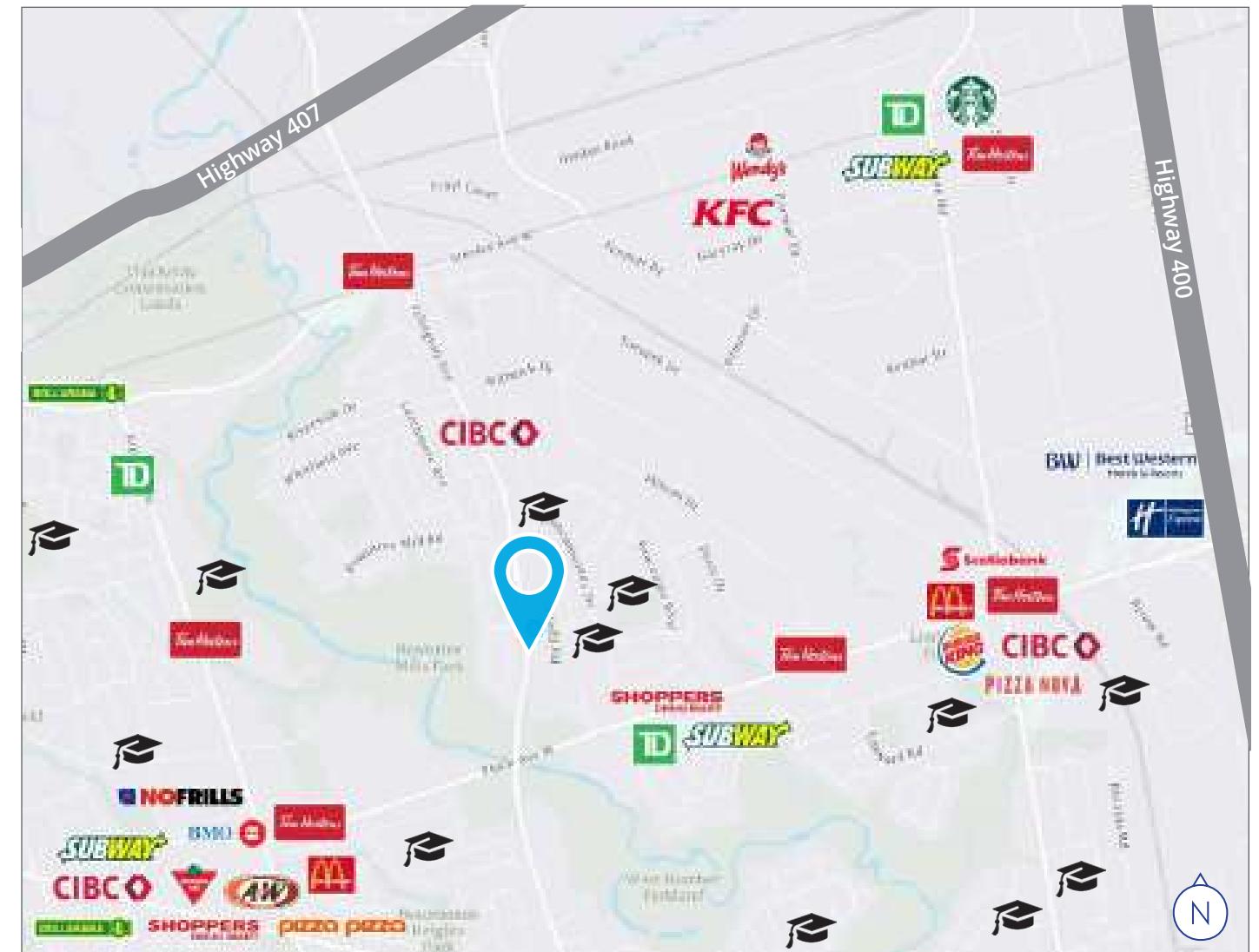
Highway 400 & 407
9 minutes



Pearson Airport
19 minutes

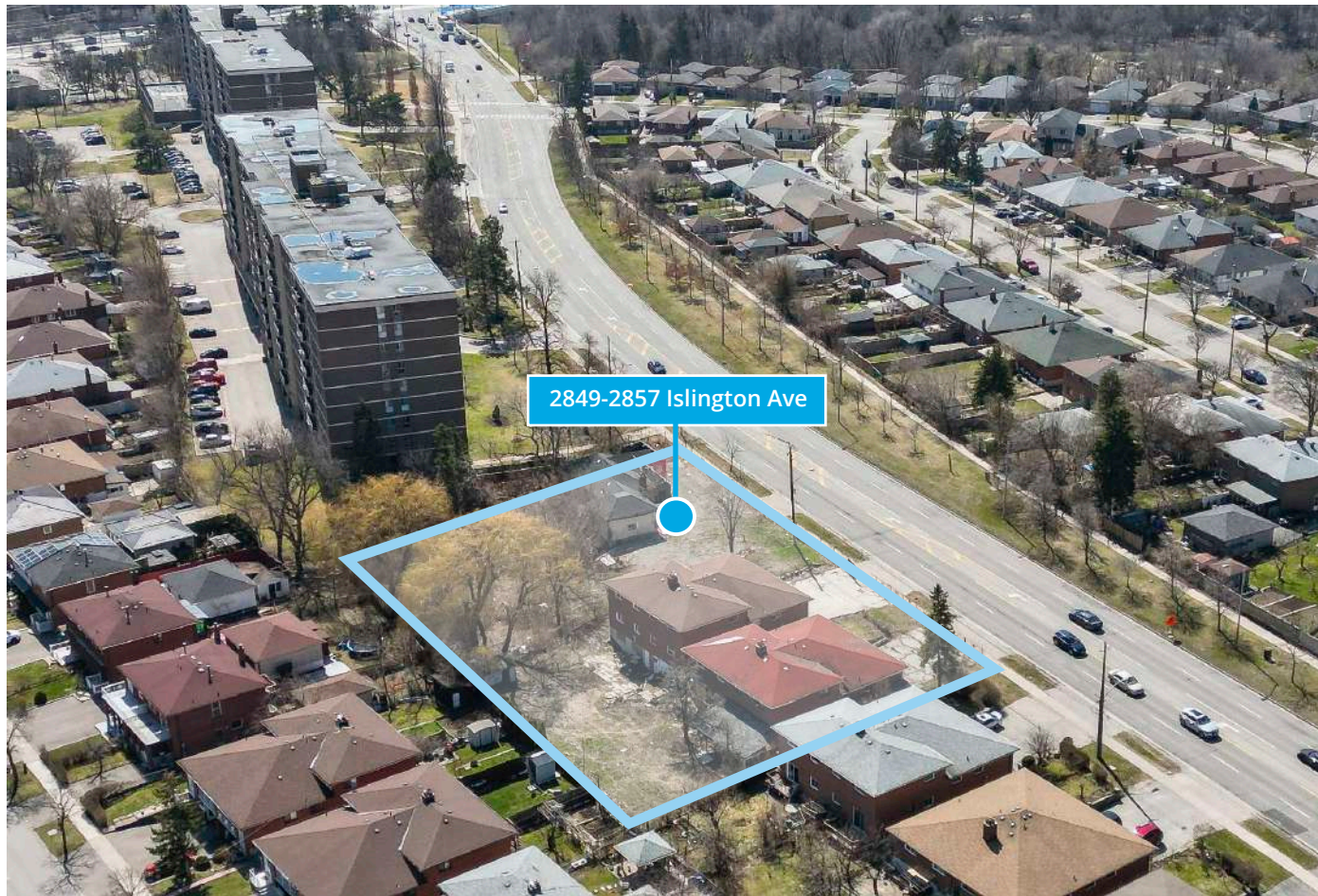


Downtown
27 minutes



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.

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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

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Accelerating success.

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 appeal 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 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 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



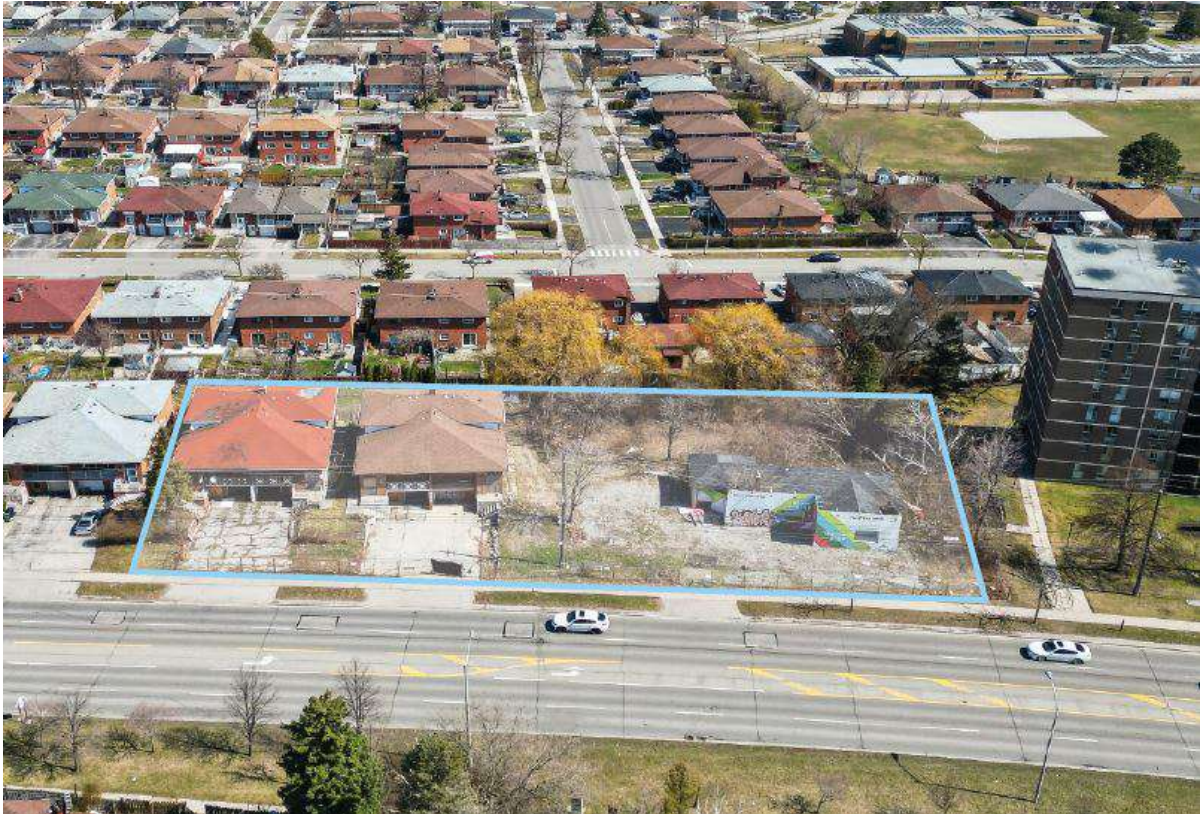
RECEIVERSHIP SALE

**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



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 the success of our clients and our people.



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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



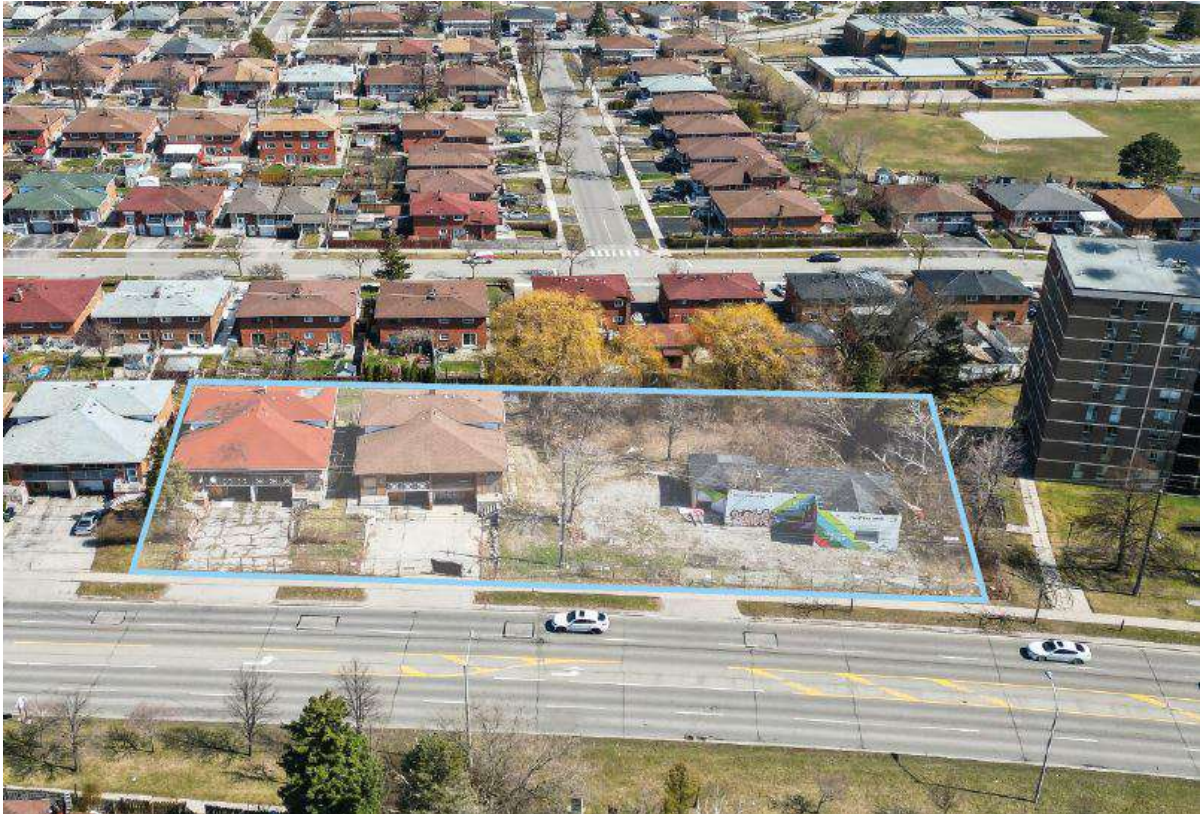
RECEIVERSHIP SALE

**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



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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



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 the success of our clients and our people.



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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



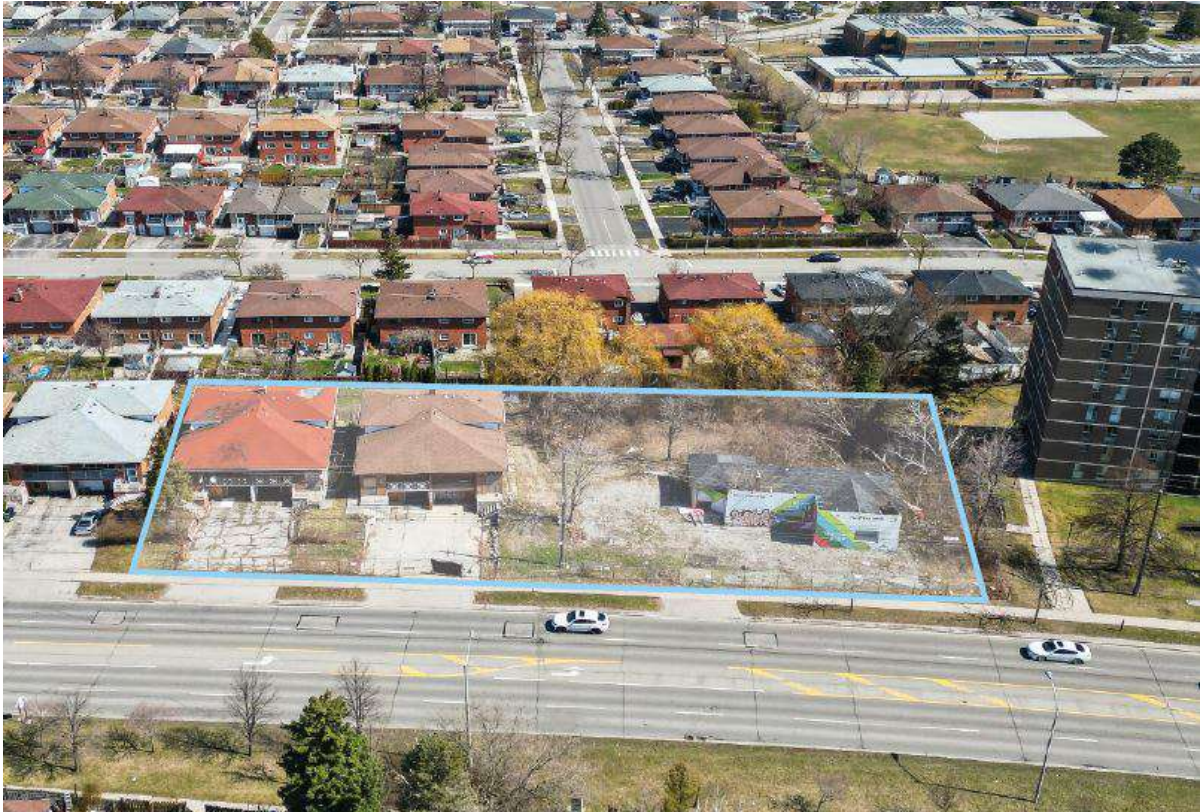
RECEIVERSHIP SALE

**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



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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.

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Investment Summary



Property Website



Confidentiality Agreement



Steve Keyzer

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

Vice President, Sales Representative
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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 TYPE	36694 Sq Ft TOTAL AREA	Residential USE	Designated CATEGORY	370 DOM
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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	No
EXPIRY DATE	03/30/2025	EXPIRED	
LAST UPDATE	03/31/2025	HOLDOVER	60
TAXES	\$39,755.37 (2023) Annual	LEGAL DESCRIPTION	See Schedule C
TAX YEAR	2023	STATUS	EXP
SELLER/LANDLORD	TBD Restructuring Limited (formerly	POSSESSION	TBD
NAME	RSM Canada Limited), solely in its	REMARKS	
	capacity as Court-Appointed Receiver	OCCUPANCY	Vacant

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

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 Call LBO
SALE PRICE
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

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.kinthead@gmail.com; admin@creditudump.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_aujia@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

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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

162

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)

ORDER
(SALES PROCESS)

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.

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.

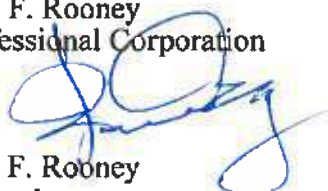
The enclosures in my prior letters, and the Confirmation I previously provided regarding having \$3,300,000 of funds in my trust account for this transaction, continue to apply in relation to the revised offer and Agreement.

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

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**”).

-2-

- 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.

-3-

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

-4-

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 marketing 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**")

-5-

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.

-6-

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;

-7-

- (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””

-8-

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*”].

-9-

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.

-10-

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.

-11-

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.

-12-

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.

-13-

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@teplitskylp.com

Nipuni Panamaldeniya (77106A)

npanama@teplitskylp.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 Barbaro³

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

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

A handwritten signature in blue ink, appearing to read 'JLRS', is written over a horizontal line.

Jeffrey Larry
JL:RS

Encls.

C: R. Shah
B. Tannenbaum
A. Dhanani
A. Brown
D. Denis

APPENDIX R

Arif Dhanani

From: ryan.shah@paliarerland.com
Sent: Monday, October 27, 2025 12:00 PM
To: Jeff.Larry@paliarerland.com; ryan.shah@paliarerland.com; wgreenspoon@garfinkle.com; dullmann@blaney.com; jwajs@stikeman.com; dmurdoch@stikeman.com; navis@stikeman.com; rtaylor@cmbllaw.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@CMBLLaw.ca; aeftekharnejad_ca@yahoo.ca; Tarek.Mansour@colliers.com
Cc: Candace.Baumtrog@Paliarerland.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@paliarerland.com

155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

paliarerland.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

A handwritten signature in blue ink, appearing to read "Jeffrey Larry".

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;

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(o) Intenti
onally
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 appeal 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;

6

- (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,

8

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 2.5 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 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~~, allocated as set out in paragraph 2.7

\$3,800,000.00

[Signature]

[Signature]

25. Deposit

The Parties acknowledge and agree that the sum of ~~\$100,000.00~~ ^{\$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.

26 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(s), 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-fulfilment 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

24

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)

29

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:

30

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 of Toronto

33
Schedule "C"
Excluded Assets

APPENDIX U

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\as-llr.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

A handwritten signature in blue ink, appearing to read 'JLRS', written in a cursive style.

Jeffrey Larry
JL:RS

Encl.

C: R. Shah
D. Denis
A. Brown
B. Tannenbaum
A. Dhanani

APPENDIX W

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;



- (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

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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 appeal 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)

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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

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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 located 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;



- (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

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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

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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.

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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

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- 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:

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- (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

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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.

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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

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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

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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

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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

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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

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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.

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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.

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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 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 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 11/02/25, 20__.

Per: 1604706 Ontario Inc

Name: Authentisign

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

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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 Eftekharnjad (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 appeal 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

The logo consists of the letters "MB" in a stylized, bold font, enclosed within a rounded square border.A handwritten signature in blue ink, appearing to be "A" or "AS", written over a circular scribble.

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;

The logo consists of the letters "MB" in a stylized font, enclosed within a rounded square border.A handwritten signature in blue ink, appearing to be "A" with a flourish.

- (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;

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- (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:




- (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.

The logo consists of the letters "MB" in a stylized, bold font, enclosed within a rounded square border.A handwritten signature in blue ink, appearing to be "AD" with a flourish.

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

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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:  12/02/24
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 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 of Toronto



32

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.

A square stamp containing the letters "MB" in a stylized font.A handwritten signature in blue ink, appearing to be "A" with a flourish.

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



MB

AE



Schedule B Agreement of Purchase and Sale - Commercial

Form 505
for use in the Province of Ontario

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:	<input checked="" type="checkbox"/> (Does)	<input type="checkbox"/> (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 initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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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”**.

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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 LIMITED, 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	\$	<u>17,806,785</u>

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	\$	<u>17,722,413</u>

EXCESS OF RECEIPTS OVER DISBURSEMENTS

	\$	<u><u>84,372</u></u>
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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	\$ <u>3,632,057</u>

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	\$ <u>3,560,254</u>
EXCESS OF RECEIPTS OVER DISBURSEMENTS	\$ <u><u>71,803</u></u>

APPENDIX DD

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

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.

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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.

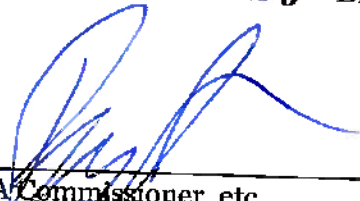
SWORN BEFORE ME by)
Arif Dhanani, stated as being located at)
the City of Toronto in the Province of)
Ontario, before me at the City of Toronto)
in the Province of Ontario, on June 3,)
2026.)
)
)
)
)


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 Alan Tannenbaum,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires March 6, 2027.



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 November 17, 2025

Client File 16-001
Invoice TDB #21
No. 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



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 December 1, 2025

Client File 16-001
Invoice TDB #22
No. 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. Douglas 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			<u>10.00</u>	\$ 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 TDB #23
No. 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



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 February 11, 2026

Client File 16-001
Invoice TDB #24
No. 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

To TDB Restructuring Limited
 Court-Appointed Receiver of 311 Conacher Drive, Kingston, Ontario
 65 Queen St. West, Suite 605
 Toronto, ON M5H 2M5

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

Date March 27, 2026

Client File 16-001
Invoice TDB #25
No. 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

To TDB Restructuring Limited
 Court-Appointed Receiver of 311 Conacher Drive, Kingston, Ontario
 65 Queen St. West, Suite 605
 Toronto, ON M5H 2M5

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

Date June 2, 2026

Client File 16-001
Invoice TDB #26
No. 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.

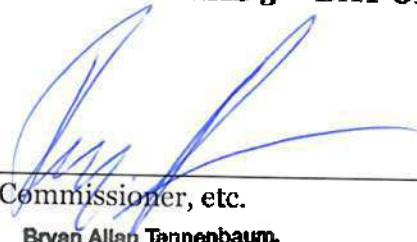
Date	Professional	Description
3/17/2026	Anne Baptiste	Prepare bank reconciliation for February 2026.
3/30/2026	Razma Parwani	Prepare bank reconciliation for electronic signature by A. Dhanani and A. Baptiste.
4/6/2026	Arif Dhanani	Review February 2026 bank reconciliation and approve same.
4/9/2026	Anne 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

**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.**



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

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 December 24, 2025

Client File 16-002

Invoice TDB #22

No. 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		<u>21.10</u>		\$ 13,912.00
HST @ 13%				1,808.56
Total payable				\$15,720.56

GST/HST: 80784 1440 RT0001



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

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 16-002

Invoice TDB #23

No. 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



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

TDB Restructuring Limited
 Licensed Insolvency Trustee

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info@tdbadvisory.ca
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 416-915-6228

tdbadvisory.ca

Date February 11, 2026

Client File 16-002

Invoice TDB #24

No. 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 30 th 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

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

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

Date March 27, 2026

Client File 16-002

Invoice TDB #25

No. 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		<u>4.20</u>		\$ 2,502.50
HST @ 13%				325.33
Total payable				\$ 2,827.83

GST/HST: 80784 1440 RT0001

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

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

Date June 2, 2026

Client File 16-002

Invoice TDB #26

No. 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.

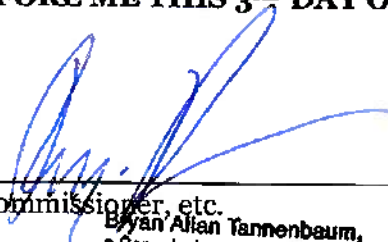
Date	Professional	Description
5/5/2026	Anne Baptiste	Prepare bank reconciliation for April 2026.
5/11/2026	Bryan Tannenbaum	Receipt and review of D. Denis email to R. Shah re 9:30 Case Conference to schedule a motion regarding the dispute over the deposit.
5/12/2026	Razma Parwani	Prepare the bank reconciliation 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

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
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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 Pallara 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 Pallara 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	<u>1,187.55</u>
INVOICE TOTAL	<u><u>\$ 10,322.55</u></u>

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:



Jeffrey Larry

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

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

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
	<u>16.40</u>		
OUR FEES			\$ 9,135.00
HST at 13%			1,187.55
INVOICE TOTAL			<u><u>\$ 10,322.55</u></u>

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	<u>1,187.55</u>
INVOICE TOTAL	<u><u>\$ 10,322.55</u></u>

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	<u>1,100.63</u>

INVOICE TOTAL

\$ 9,906.03

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:



Jeffrey Larry

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

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

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
	<u>13.70</u>		

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
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Taxable Disbursements:

Cerlox and Binding	1.90	
Laser Copies	<u>239.50</u>	
Total Disbursements		241.40
HST at 13%		<u>31.38</u>
INVOICE TOTAL		<u><u>\$ 9,906.03</u></u>

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	<u>1,100.63</u>
INVOICE TOTAL	<u><u>\$ 9,906.03</u></u>

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	<u>1,076.91</u>

INVOICE TOTAL	<u><u>\$ 9,360.86</u></u>
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PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per: _____

Jeffrey Larry

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

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

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
	<u>9.80</u>		

OUR FEES \$ 6,070.00
 HST at 13% 789.10

Non Taxable Disbursements:

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
<u>Taxable Disbursements:</u>			
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	<u>1,076.91</u>
INVOICE TOTAL	<u><u>\$ 9,360.86</u></u>

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	<u>2,239.25</u>
INVOICE TOTAL	<u><u>\$ 19,464.25</u></u>

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per: 

Jeffrey Larry

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

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

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
	<u>51.10</u>		

OUR FEES \$ 17,225.00
 HST at 13% 2,239.25

INVOICE TOTAL \$ 19,464.25

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	<u>2,239.25</u>
INVOICE TOTAL	<u><u>\$ 19,464.25</u></u>

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

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

-and-

**CONACHER KINGSTON HOLDINGS INC. AND
5004591 ONTARIO INC.
Respondent**

Applicant

**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



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, review 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

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		Total Due	
A/R	\$ 14,078.20	Outstanding Invoices	\$ 0.00
Trust	\$ 262,500.00	Invoice Amount	\$ 14,078.20
Investment Trust	\$ 0.00	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)

Account No.	MAT68414/CNT14303	Invoice No.	INV01-25524	Date	27 Nov 2025	Page	436	3 of 4
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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.

Account No.	MAT68414/CNT14303	Invoice No.	INV01-25524	Date	27 Nov 2025	Page	4 of 4
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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

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

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



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.

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

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.

Account No.	MAT68414/CNT14303	Invoice No.	INV01-25973	Date	31 Dec 2025	Page	4 of 4
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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

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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*

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

CAMERON STEPHENS MORTGAGE CAPITAL LTD.
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-and-

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**ONTARIO
SUPERIOR COURT OF JUSTICE
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**MOTION RECORD OF THE RECEIVER
(RETURNABLE NOVEMBER 18, 2026)**

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