

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. and 5004591 ONTARIO INC.

Respondents

MOTION RECORD OF THE RECEIVER
(RETURNABLE DECEMBER 12, 2025)

November 30, 2025

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TO: **SERVICE LIST**

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

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. and 5004591 ONTARIO INC.

Respondents

NOTICE OF MOTION (RETURNABLE DECEMBER 12, 2025)

TDB Restructuring Limited, in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the “**Kingston Property**”) and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the “**Toronto Property**”) and together with the Kingston Property, the “**Properties**”) will make a motion to a Judge presiding over the Commercial List on December 12, 2025 at 10:00 AM, or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard by videoconference.

THIS MOTION IS FOR:

- (a) an approval and vesting order (“**AVO**”):

- (i) approving the sale transaction (the “**Transaction**”) in respect of the Toronto Property, as contemplated by an agreement of purchase and sale between the Receiver and Arjun Anand in trust for a company to be formed (the “**Toronto Purchaser**”), dated September 26, 2024 (the “**Toronto APS**”); and
 - (ii) following the Receiver’s delivery of the Receiver’s certificate substantially in the form attached as Schedule “A” to the proposed AVO, transferring and vesting all of the Debtor’s right, title and interest in and to the Purchased Assets (as defined in the Toronto APS) in the Toronto Purchaser, free and clear of all liens, charges, security interests and encumbrances other than permitted encumbrances;
- (b) an ancillary relief order, among other things:
- (i) abridging the time for and validating service of the Receiver’s Notice of Motion and Motion Record;
 - (ii) approving the Third Report of the Receiver dated November 25, 2024 (the “**Third Report**”) and the Receiver’s activities described therein;
 - (iii) approving the First Supplement to the Third Report dated November 29, 2024 (the “**First Supplement**”) and the Receiver’s activities described therein;

- (iv) approving the Confidential Second Supplement to the Third Report dated December 3, 2024 (the “**Second Supplement**”) and the Receiver’s activities described therein;
- (v) approving the Third Supplement to the Third Report dated December 7, 2024 (the “**Third Supplement**”) and the Receiver’s activities described therein;
- (vi) approving the Fifth Report of the Receiver dated November 28, 2025 (the “**Fifth Report**” and, together with the Third Report, the First Supplement, the Second Supplement and the Third Supplement, the “**Reports**”) and the Receiver’s activities described therein;
- (vii) approving the Toronto Distribution (as defined in the Fifth Report);
- (viii) sealing the confidential appendices to the Third Report, the Second Supplement in its entirety, the confidential appendix to the Third Supplement and the confidential appendices to the Fifth Report (collectively, the “**Confidential Documents**”);
- (ix) approving the fees of the Receiver and its counsel, as detailed in the Fifth Report and the fee affidavits appended thereto; and
- (x) approving the Receiver’s interim statements of receipts and disbursements in respect of the Kingston Property and the Toronto Property appended to the Third Report and the Fifth Report (collectively, the “**SRD**”); and

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

THE GROUNDS OF THIS MOTION ARE:

A. *The Receivership*

- (d) On December 6, 2023, RSM Canada Limited (“**RSM**”) was appointed receiver and manager of the Properties (effective December 22, 2023), by order of Justice Conway (the “**Receivership Order**”);
- (e) The Toronto Property is owned by 5004591 Ontario Inc. (“**500 Inc.**”);
- (f) The Kingston Property is owned by Conacher Kingston Holdings Inc. (“**Conacher**” and, together with 500 Inc., the “**Debtors**”);
- (g) On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM;

B. *The Secured Creditor*

- (h) On December 18, 2019, pursuant its guarantee of a loan agreement (the “**Loan**”) between Cameron Stephens Mortgage Capital Ltd. (the “**Lender**”) and Conacher, 500 Inc. granted the Lender a collateral mortgage in the amount of \$15,600,000 on the Toronto Property to secure the Loan;
- (i) The Lender is the only creditor with a registered charge on title to the Toronto Property;

C. The 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 or about September 26, 2024, the Receiver executed the Toronto APS 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, 1001079582 Ontario Inc. ("**100 Inc.**," a company related to 500 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) Because of the magnitude in the price difference between the Higher Offer and the Toronto APS, on December 10, 2024, the Honourable Justice Black declined to approve the Toronto APS and instead 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**”);

D. The Appeal and purported withdrawal of the Higher Offer

- (h) On December 16, 2024, the Toronto Purchaser filed a notice of appeal of the Sale Process Order (the “**Appeal**”). On October 27, 2025, the Court of Appeal for Ontario dismissed the Appeal;
- (i) 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;
- (j) On October 24, 2025, counsel to 100 Inc. sent a letter to the Receiver purporting to withdraw the Higher Offer. This purported withdrawal of the Higher Offer is disputed by the Receiver;

E. Conclusion of further sales process

- (k) 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;

- (l) Following the conclusion of this period, and as particularized in greater detail in the Fifth Report, the Receiver determined that the Toronto APS was the highest and best offer for the purchase of the Toronto Property;
- (m) Accordingly, the Receiver recommends that this Court approve the Toronto APS;

1. The Toronto APS

- (n) Salient terms of the Toronto APS and matters relating thereto include:
 - (i) the purchased assets include the Toronto Property;
 - (ii) the deposit to be provided under the Toronto APS has been received from the Toronto Purchaser;
 - (iii) the offer is firm as the Toronto Purchaser has waived all conditions to closing except the issuance of the AVO;
 - (iv) the Toronto APS is conditional on Court approval and the issuance of an AVO vesting the Purchased Assets in the Toronto Purchaser free and clear of claims and encumbrances, other than those specifically itemized in the Toronto APS;
 - (v) the Toronto Purchaser is buying the Toronto Property on an “as is, where is” basis; and
 - (vi) closing of the sale provided for in the Toronto APS is scheduled to occur within 10 business days immediately following the date on

which the AVO is granted, or the next business day or such other date as the Receiver and the Toronto Purchaser may mutually agree upon;

F. *The Transaction should be approved*

- (o) The requested AVO approves the Toronto APS and vests the Toronto Property in the Toronto Purchaser or its nominee, free and clear of any claims and encumbrances (other than as set out in the Toronto APS) upon closing of the Transaction;
- (p) The Transaction is the product of a robust sales process. Colliers conducted a broad canvass of the market and the Toronto Property was listed on MLS for a cumulative period of approximately 14 weeks;
- (q) The Toronto APS represents the best available offer received for the Toronto Property. Accordingly, the Transaction provides the greatest recovery available for the Toronto Property's stakeholders in the circumstances;

G. *Toronto Distribution*

- (r) The Receiver intends to distribute the proceeds from the sale of the Toronto Property upon closing the transaction for the Toronto Property in the following order of priority (such scheme of distribution being the "**Toronto Distribution**"):

- (i) payment to the City of Toronto for the property taxes owing on the Toronto Property;
- (ii) pay any remaining unpaid fees and disbursements of the Receiver and its counsel relating to the Toronto Property.
- (iii) retention of \$100,000 as a holdback amount for the further fees and disbursements of the Receiver and its counsel to close the sale of the Toronto Property and do all things necessary to wind up the receivership administration in respect of the Toronto Property;
- (iv) payment to the Lender towards the indebtedness owed to it.

H. Sealing Order

- (s) The Receiver requests that this Court grant a Sealing Order in respect of the Confidential Documents. The Court has already granted a similar order in respect of the Terminated APS;
- (t) The Confidential Documents consist of a summary of the purchase offers received by the Receiver in respect of the Toronto Property and unredacted copies of various offers received for the Toronto Property;
- (u) The Confidential Documents contain sensitive information, including the identity of the bidders, the value of the Toronto APS, and the value of other bids received for the Toronto Property, the disclosure of which could adversely impact the future marketability of the Toronto Property should the Transaction not close;

- (v) Sealing this information is necessary to maximize recoveries in this proceeding and maintain the integrity and confidentiality of key information in the Sales Process;
- (w) The salutary effects of sealing such information from the public record greatly outweigh the deleterious effects of doing so under the circumstances. The Receiver is not aware of any party that will be prejudiced if the information is sealed or any public interest that will be served if such details are disclosed in full;
- (x) The requested sealing order is a minimally intrusive means of protecting the confidentiality of the Confidential Documents as it will only be in force until the closing of the Transaction;

I. Activities, professional fees and disbursements

- (y) In carrying out its duties pursuant to the Receivership Order, the Receiver and the Receiver's counsel have incurred professional fees and disbursements;
- (z) 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;
- (aa) This Court should approve the SRD and the fees of the Receiver and its Counsel to fund the Receiver's continued activities for the benefit of all stakeholders;

- (bb) This Court should approve the activities of the Receiver described in the Reports, which activities have been for the benefit of the stakeholders of the Real Property;
- (cc) 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;
- (dd) Rules 2.03, 3.02 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (ee) 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:

- (ff) The Reports and the appendices thereto; and
- (gg) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

November 30, 2025

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

TO: Service List

CAMERON STEPHENS MORTGAGE CAPITAL LTD.
Applicant

-and-

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Respondents

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

**NOTICE OF MOTION (RETURNABLE DECEMBER 12,
2025)**

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IN THE MATTER OF THE RECEIVERSHIP OF
311 CONACHER DRIVE, KINGSTON, ONTARIO AND
2849, 2851, 2853, 2855 AND 2857 ISLINGTON AVENUE, TORONTO, ONTARIO

FIFTH REPORT OF THE RECEIVER

NOVEMBER 28, 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

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1.0 INTRODUCTION

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on December 6, 2023, which order was effective December 22, 2023 (the “**Appointment Order**”), RSM Canada Limited was appointed receiver (the “**Receiver**”), without security, of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the “**Kingston Property**”) and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the “**Toronto Property**”) and together with the Kingston Property, the “**Properties**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the “**Omnibus Order**”). A copy of the Omnibus Order is attached hereto as **Appendix “B”**.
3. This fifth report (the “**Fifth Report**”) of the Receiver is 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**”).
4. As set out in further detail in this Fifth Report, the Receiver previously sought approval of the Toronto APS in a motion returnable December 4 and December 10, 2024. Shortly before the hearing of this motion, 1001079582 Ontario Inc. (“**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**”).
5. Because of the magnitude in the price difference between the Higher Offer and the Toronto APS, on December 10, 2024, the Honourable Justice Black declined to approve the Toronto APS and instead 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**”).
6. On December 16, 2024, Anand filed a notice of appeal of the Sale Process Order, which appeal was ultimately dismissed on October 27, 2025. Shortly before the

release of the decision in this appeal, 100 Inc. purported to withdraw the Higher Offer and requested the return of the deposit it paid to the Receiver in connection therewith. The Receiver disputes the propriety of this purported withdrawal.

7. Following the purported withdrawal of the Higher Offer by 100 Inc., the Receiver has determined that the highest and best offer for the Toronto Property available in the circumstances is that reflected in the Toronto APS.
8. As a result, the Receiver now seeks an Order approving the Toronto APS and authorizing the Receiver to complete this transaction.
9. Capitalized terms not defined herein shall have the meaning given to them in the third report of the Receiver dated November 25, 2024 (the “**Third Report**”).
10. 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-isington-avenue-toronto-ontario/>.

1.1 Purpose of Report

11. The purpose of this Fifth Report:
 - (a) provide the Court with an update on proceedings related to the sale of the Toronto Property;
 - (b) to support the Receiver’s recommendation that the Court grant orders:
 - i. approving the Fifth Report and the activities of the Receiver set out herein;
 - ii. authorizing and directing the Receiver to enter into and carry out the terms of the Toronto APS, together with any further amendments thereto deemed necessary by the Receiver in its sole opinion, and vesting title to the Toronto Property in the Toronto Purchaser upon the closing of the purchase and sale transaction contemplated in the Toronto APS;

- iii. approving the Proposed Interim Distribution of Proceeds from the sale of the Toronto Property;
- iv. sealing the Confidential Appendices to this Fifth Report; and
- v. approving the fees and disbursements of the Receiver and of the Receiver's independent and real estate counsel.

1.2 Terms of Reference

12. In preparing the Fifth 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 Fifth 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.
13. Unless otherwise stated, all dollar amounts contained in the Fifth Report are expressed in Canadian dollars.

2.0 2024 AVO MOTION

2.1 December 4 Hearing

14. As set out in greater detail in the Third Report, on November 25, 2024, the Receiver commenced a motion seeking, among other things, approval of the Toronto APS.
15. The return date for this 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 registered owner of the Toronto Property.

16. These offers were 6.7% and 14.2% higher than the Toronto APS, respectively.
17. In light of these offers, on December 4, 2024, the Justice Black adjourned the hearing of this motion to December 10, 2024
18. On December 6, 2024, 100 Inc. made the Higher Offer to purchase the Toronto Property, which was 37% higher than the Toronto APS.

2.2 December 10 Hearing

19. 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.
20. The Higher Offer was supported by several stakeholders, including Cameron Stephens Mortgage Capital Inc., the first mortgagee of the Toronto Property.
21. 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. Copies of the order (the “**Sale Process Order**”) and endorsement issued by the Court in relation to this decision are attached hereto as **Appendix “C”** and **Appendix “D”**, respectively.

2.3 The Appeal

22. On December 16, 2024, the Toronto Purchaser filed a notice of appeal in respect of the Sale Process Order with the Court of Appeal for Ontario (the “**Appeal**”). A copy of this notice of appeal is attached hereto as **Appendix “E”**.
23. 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.
24. On October 27, 2025, the Court of Appeal dismissed the Appeal. A copy of this decision is attached hereto as **Appendix “F”**.
25. 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.

2.4 Purported Withdrawal of the Higher Offer

26. On October 24, 2025, counsel to 100 Inc. sent a letter to the Receiver purporting to withdraw the Higher Offer. A copy of this letter is attached hereto as **Appendix “G”**.
27. The Receiver objected to the propriety of this purported withdrawal and took the position that the Higher 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 “H”**.

3.0 CONCLUSION OF FURTHER SALES PROCESS

3.1 Selection of Highest and Best Offer

28. 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 "I"**.
29. This meant that the 48-hour period for further offers concluded at 12:00 PM on October 29, 2025.
30. As of the end of the sales process for the Toronto Property, as extended by the Court of Appeal, the Receiver received further offers from two parties that previously submitted offers to purchase the Toronto Property from the Receiver. A summary and copies of these further offers (as well as the prior offers received by the Receiver) will be filed with the Court, under seal, as **Confidential Appendix 1**.
31. These parties purported to submit offers that were, in fact, lower than those previously submitted by these parties.
32. On October 30, 2025, the Receiver signed back the Higher 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 100 Inc. Agreement is attached hereto as **Appendix "J"**.
33. A copy of the 100 Inc. Agreement (with financial terms redacted) is attached hereto as **Appendix "K"**.
34. An unredacted copy of the 100 Inc. Agreement will be filed with the Court, under seal, as **Confidential Appendix 2**.
35. 100 Inc. defaulted under the 100 Inc. Agreement by failing to pay the entirety of the deposit that it was required to pay under the terms of the 100 Inc. Agreement. The Receiver has taken the position that this amounted to a repudiation of the 100 Inc. Agreement by 100 Inc., which repudiation the Receiver has accepted.

36. Next, on November 13, 2025, the Receiver signed back the next highest offer received for the Toronto Property, which was submitted by 1604706 Ontario Inc. (such offeror being “**160 Inc.**” and 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 “L”**.
37. A copy of the 160 Inc. Agreement (with financial terms redacted) is attached hereto as **Appendix “M”**.
38. 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. The Receiver has taken the position that this amounted to a repudiation of the 160 Inc. Agreement by 160 Inc., which repudiation the Receiver has accepted.
39. The Receiver has reserved its rights against 100 Inc. and 160 Inc. and intends to address its disputes with these parties following the sale of the Toronto Property.
40. On November 14, 2025, the Receiver advised the Toronto Purchaser that the Toronto APS represented the highest and best offer available for the Toronto Property and that the Toronto APS was being designated as the successful bid for the Toronto property.
41. A copy of the Toronto APS (with financial terms redacted) is attached hereto as **Appendix “N”**.
42. An unredacted copy of the Toronto APS will be filed with the Court, under seal, as **Confidential Appendix 3**

3.2 The Toronto APS

43. As set out in the Third Report, the salient terms of the Toronto APS and matters relating thereto include:
 - (a) the purchased assets include the Toronto Property;
 - (b) the deposit to be provided under the Toronto APS has been received from the Toronto Purchaser;

- (c) the offer is firm as the Toronto Purchaser has waived all conditions to closing except the issuance of the AVO (as defined below);
- (d) the Toronto APS is conditional on Court approval and the issuance of an order vesting the Purchased Assets in the Toronto Purchaser free and clear of claims and encumbrances, other than those specifically itemized in the APS (the “AVO”);
- (e) the Toronto Purchaser is buying the Toronto Property on an “as is, where is” basis; and
- (f) closing of the sale provided for in the APS is scheduled to occur within 10 business days immediately following the date on which the AVO is granted, or the next business day or such other date as the Receiver and the Toronto Purchaser may mutually agree upon.

3.2.1 Toronto Property sale approval

- 44. The Receiver’s marketing efforts in connection with the Toronto Property are set out in detail in the First Report of the Receiver dated July 16, 2024 and the Third Report.
- 45. The Receiver believes that the marketing efforts for the Toronto Property undertaken by Colliers (the Receiver’s listing agent for the Toronto Property) and the Receiver were reasonable in all the circumstances. The Sale Process allowed for sufficient exposure to the market for the Toronto Property for the following reasons, among others:
 - (a) during the initial sales process for the Toronto Property:
 - i. notice of the sale was sent to approximately 3,000 parties;
 - ii. the Toronto Property was listed for sale on MLS for a period of approximately 10 weeks; and
 - iii. the Toronto Property was listed on Colliers’ website.
 - (b) during the re-marketing of the Toronto Property:

- i. Colliers sent an email blast to the same 3,000 parties;
 - ii. the Toronto Property was re-listed for sale on MLS for a 4-week period;
 - iii. the Toronto Property was re-listed on Colliers's website; and
 - iv. Colliers reached out to all parties that had executed a confidentiality agreement and to the parties that submitted offers during the initial listing.
46. Accordingly, based on the above, the Receiver is of the view that the market was widely canvassed and given the length of time on the market, it is unlikely that exposing the Toronto Property to the market for additional time will result in a superior transaction than the one contemplated by the Toronto APS.
47. Further, in His Honour's endorsement issued in connection with the Sale Process Order, Justice Black stated as follows at paragraph 33:

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.
48. While, as set out above, the Receiver did receive offers from 100 Inc. and 160 Inc. that exceeded the Toronto APS, these parties have repudiated the agreements arising from these offers, meaning that the Toronto APS is the highest and best offer available for the Toronto Property.
49. Accordingly, the Receiver recommends the approval of the Toronto APS by the Court. The transaction contemplated by the Toronto APS provides for the greatest recovery available for the benefit of the secured creditors in the circumstances, including Cameron Stephens as first mortgagee on the Kingston Property and Toronto Property. The Receiver understands that Cameron Stephens supports the AVO and the completion of the transaction contemplated in the Toronto APS.

4.0 RECEIVER'S BORROWINGS

50. Pursuant to paragraph 20 of the Appointment Order, the Receiver was empowered to borrow up to \$500,000 at any time for the purpose of funding the exercise of the Receiver's powers and duties. The Appointment Order charged the Properties with a priority charge (the "**Receiver's Borrowings Charge**") subject only to the Receiver's Charge (defined below) and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
51. The Receiver borrowed from and issued a Receiver's certificate totaling \$100,000 (the "**Toronto Receiver's Certificate**") against the Toronto Property in favour of Cameron Stephens. On November 20, 2024, the Receiver repaid the principal of \$100,000 and paid accrued interest thereon of \$6,747.17 to Cameron Stephens.
52. To date, the Receiver has borrowed and has issued a Receiver's Certificates totaling \$500,000 against the Kingston Property (the "**Kingston Receiver's Certificates**"). The Receiver intends to repay the principal and accrued interest thereon in respect of the Kingston Receiver's Certificates from the closing proceeds of the sale of the Kingston Property.

5.0 SECURED CREDITORS

5.1 Toronto Property Secured Creditors

53. As set out in the First Report, copies of the parcel register searches for the Toronto Property were obtained from the Ontario Land Registry Office (collectively, the "**Toronto PIN Reports**"). Copies of the Toronto PIN Reports, dated June 3, 2024, are attached hereto as **Appendix "O"**.
54. The only creditor with a registered charge against the Toronto Property is Cameron Stephens, whose charge is for the registered amount of \$15,600,000.
55. The Receiver has obtained a legal opinion from its independent legal counsel opining that, subject to usual assumptions and qualifications, Cameron Stephens' charge is a valid and enforceable first charge against the Toronto Property.

6.0 PROPOSED INTERIM DISTRIBUTION

6.1 Distribution of Toronto Property Proceeds

56. The Receiver intends to distribute the proceeds from the sale of the Toronto Property upon closing the transaction for the Toronto Property in the following order of priority (such scheme of distribution being the “**Toronto Distribution**”):

- (a) payment to the City of Toronto for the property taxes owing on the Toronto Property of approximately \$202,488.80, as set out in the First Report, plus any additional property taxes, further interest or fees owing at the time of closing;
- (b) pay any remaining unpaid fees and disbursements of the Receiver and its counsel relating to the Toronto Property.
- (c) retention of \$100,000 as a holdback amount for the further fees and disbursements of the Receiver and its counsel to close the sale of the Toronto Property and do all things necessary to wind up the receivership administration in respect of the Toronto Property; and
- (d) payment to Cameron Stephens towards the outstanding indebtedness owed to it by the Debtors, up to the amount of this indebtedness. Cameron Stephens has provided the Receiver with a statement setting out the amount of the indebtedness owed to it by the Debtors (the “**Payout Statement**”), which states that this indebtedness is \$18,025,544.84, including fees and interest, as at November 28, 2025. A copy of the Payout Statement is attached hereto as **Appendix “P”**.

7.0 RECEIPTS AND DISBURSEMENTS

7.1 Toronto Property Interim R&D

57. The Toronto Property Interim R&D for the period from December 22, 2023 to November 25, 2025 sets out cash receipts of \$990,110, 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 \$792,538, 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 \$197,573. A copy of the Toronto Property Interim R&D is attached hereto as Appendix "Q".

7.2 Kingston Property Interim R&D

58. The Kingston Property Interim R&D for the period from December 22, 2023 to November 25, 2025 sets out cash receipts of \$1,414,784, including advances made by the Cameron Stephens totaling \$500,000 pursuant to the Kingston Receiver's Certificate against the Kingston Property, and cash disbursements of \$845,971, resulting in an excess of receipts over disbursements of \$568,813. A copy of the Kingston Property Interim R&D is attached hereto as Appendix "R".

8.0 SEALING

59. The Receiver respectfully requests that the Court seal Confidential Appendix 1 to this report, being the offer summary and unredacted copies of the offers relating to the Toronto Property auction process in connection with the Sales Process Order and extension of the auction process as set out in the Court of Appeal's October 27, 2025 decision; Confidential Appendix 2, which is the unredacted copy of the 100 Inc. Agreement; and Confidential Appendix 3, which is the unredacted copy of the Toronto APS. The Receiver believes that the offers received, purchase prices and deposit amounts contained in these documents should be kept confidential until the completion of sale efforts with respect to the Toronto Property.

60. The inclusion in the public record of the offer summary and unredacted copies of the various agreements for the purchase of the Toronto Property (which disclose the purchase price and deposit amount) would be prejudicial to, among other things, the integrity of sales process and any additional marketing efforts that may be needed for the Toronto Property if sale transaction for the Toronto Property fails to close for any reason.

61. The sealing order sought is limited in time and will automatically expire upon the closing of the transaction contemplated in the Toronto APS or further order of the Court. This will ensure that the offers and purchase prices provided in the Toronto APS' remain confidential until all sale efforts are completed. This is necessary and sufficient to reasonably protect the legitimate stakeholder interests in the circumstances.
62. Copies of the various agreements referred to in the Fifth Report to purchase the Toronto Property (redacted only for financial terms) are attached to this Fifth Report. As a result, the sealing order's effect on the completeness of the public record, if any, will be minimal.

9.0 PROFESSIONAL FEES

63. 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.
64. The fees and disbursements of the Receiver in relation to the Toronto Property for the period from January 1, 2024 to June 30, 2024 were previously approved by the Court pursuant to an order of the Court dated July 24, 2024.
65. The Receiver's accounts for the period from July 1, 2024 to October 31, 2025 total \$119,776.50 in fees and disbursements, plus HST of \$15,570.97, for a total amount of \$135,347.47. A copy of the Receiver's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Arif Dhanani sworn on November 26, 2025 and attached as **Appendix "S"** to this report.

66. The fees and disbursements of the Receiver's independent legal counsel, Paliare Roland, in relation to the Toronto Property for the period from January 25, 2024 to June 28, 2024 were previously approved by the Court pursuant to an order of the Court dated July 24, 2024.
67. The accounts of the Receiver's independent legal counsel, Paliare Roland, for the period from July 1, 2024 to October 31, 2025 (and also including two time entries from February 2024 which were inadvertently not included in the previous Paliare Roland fee affidavit approved in this matter) total \$90,512.50 inclusive of fees, disbursements and HST. A copy of Paliare Roland's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Beatrice Loschiavo sworn on November 22, 2024 and attached as **Appendix "T"** to this report and the Affidavit of Beatrice Loschiavo sworn on November 20, 2025 and attached as **Appendix "U"** to this report.
68. The accounts of the Receiver's real estate counsel, Garfinkle Biderman, for the period to October 27, 2025 to November 27, 2025 total \$14,078.20 inclusive of fees, disbursements and HST. A copy of Garfinkle Biderman's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Avrom W. Brown sworn on November 27, 2025 and attached as **Appendix "V"** to this report.

10.0 RECEIVER'S REQUEST OF THE COURT

69. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 11(b) above.

All of which is respectfully submitted to this Court as of this November 28, 2024.

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 1ST
)
JUSTICE CONWAY) DAY OF MARCH, 2024
)

B E T W E E N:

TDB RESTRUCTURING LIMITED

Applicant

and

RSM CANADA OPERATIONS ULC

Respondent

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

SUBSTITUTION ORDER

THIS APPLICATION made by TDB Restructuring Limited (“**TDB**”) for an order, among other things, substituting the name of RSM Canada Limited with the name TDB Restructuring Limited on the Substituted Mandates (as defined below), was heard 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.

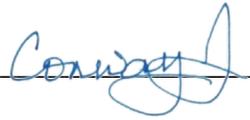
15. **THIS COURT ORDERS** that the requirement for a separate Notice of Motion and supporting Affidavit to be filed in the Court file of each of the Substituted Mandates be and is hereby waived.

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.



A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

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 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
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Maya Poliak (LSUC #54100A)

Tel: 416-218-1161

Email: maya @chaitons.com

Lawyers for the Applicant

APPENDIX C



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

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)

ORDER
(SALES PROCESS)

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Lawyers for the Receiver, TDB Restructuring Limited

APPENDIX D



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:**

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ENDORSEMENT OF JUSTICE W.D. BLACK:

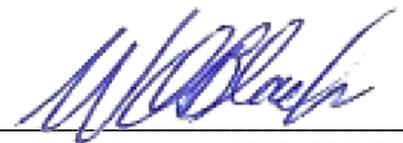
- [1] These parties were before me last week, on December 4, 2024. At that time, as my brief endorsement of that day reflects, there had been considerable activity in the hours leading up to the time appointed for the hearing, including new last-minute offers to purchase the “Toronto Property” that was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

16/Jan/2025

REGISTRAR / GREFFIER
COUR D'APPEL DE L'ONTARIO

Court of Appeal File No. COA-24-CV-1328
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**”).

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- ii. An Order granting an approval and vesting order (“AVO”) with respect to the APS between the Receiver and the Appellant, with any necessary extensions of time (the **"Toronto Sales Transaction"**);
- iii. An Order directing the Receiver to proceed with the Toronto Sales Transaction and vesting title to the Toronto Property to the Appellant on the closing of the Toronto Sales Transaction;
- iv. If necessary, an Order declaring that the Appellant has the right to appeal to this Court under section 193 (c) of the BIA, and that there is a stay of proceedings under section 195 of the BIA;
- v. In the alternative, an order granting the Appellant leave to appeal pursuant to section 193(e) of the BIA and an order granting a stay of the Order pending appeal;
- vi. If necessary, an Order for the abridgment of time to serve and file materials for the Notice of Appeal and dispensing with further service thereof;
- vii. An Order expediting the appeal;
- viii. An Order granting the Appellants their costs of this appeal and of the motion before the Motions Judge on a substantial indemnity scale;
- ix. Such further and other relief as the Appellant may request and this Honorable Court may deem just.

THE GROUNDS OF APPEAL are as follows:

BACKGROUND

1. On December 6, 2023, the RSM Canada Limited was appointed Receiver without security of properties municipally known as 2849, 2851, 2853 and 2857 Islington Avenue, Toronto, Ontario (the “**Toronto Property**”) pursuant to an order of the Commercial Court (“**Appointment Order**”). On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the “**Receiver**”).
2. The Appointment Order was sought by the secured lender being Cameron Stephen Mortgage Capital Inc. (the “**Lender**”) pursuant to a mortgage in the amount of \$15,600,000.00 registered on the Toronto Property. The Lender is the only creditor with a registered charge on title to the Toronto Property.

TERMINATED SALE OF THE TORONTO PROPERTY

3. On or about June 12, 2024, the Receiver entered into an Agreement of Purchase and Sale for the Toronto Property (the “**Terminated APS**”) with a third party purchaser (“**Third Party Purchaser**”).
4. On July 24, 2024, the Receiver sought and obtained an order from the court approving the transaction.
5. The Third Party Purchaser sought multiple extensions. After multiple attempts to secure a commitment from the Third Party to close the transaction, the Receiver

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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**")

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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.

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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;

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- (ii) That the integrity of the process must be maintained, and correctly quoted prior well-established jurisprudence as it relates to the integrity of the process;
- (iii) Rejected the Late Bidder's assertions that Colliers failed to provide proper advice and failed to ensure that the Toronto Property was exposed to the residential market;
- (iv) Rejected the Late Bidder's assertions that the Receiver and/or Colliers failed to properly market and sell the Toronto Property;
- (v) His Honour explicitly found that:

“As noted, I do not find that there are any flaws with the sale undertaken here; to the contrary I find that the conduct of the Receiver, and those involved in the process, including Collier, was unassailable” (paragraph 33) [emphasis added].

- (vi) His Honour found that the Appellant acted in “good faith” (paragraph 31) (collectively, hereinafter referred to as “**Findings of Fact**”).

16. Despite making his Findings of Fact, His Honour went on to state:

“Nonetheless, I find that the magnitude by which the Third Offer exceeds the subject price does in fact qualify as “substantially higher” and that it is not appropriate or in the interest of the majority of the stakeholders to leave that much money “on the table””

17. His Honour did not approve the firm APS which had come to fruition from a robust and “*unassailable*” Sale Process. Rather, the learned Motions Judge re-opened the Sale Process, and implemented an auction process and accepted the Late Bidder suggestion that if, ultimately, the Appellant does not obtain the lands, then the Appellant would be entitled to “*reasonable legal costs associated with the process to date.*”
18. His Honour, in setting aside the already completed Sale Process and re-opening the Sale Process, did so in contrary to well-established case law and, in particular, the principles as set out in *Royal Bank v. SoundAir Corp.*¹
19. There were no “*exceptional circumstances*” which would warrant rejection of the Receiver’s recommendations or the principles in *Royal Bank v. SoundAir Corp.* Yet, the LMJ found “*unique circumstances*” when there were none. As the jurisprudence clearly established, it is not uncommon for the late bidders or owners attempting to redeem at the 11th hour. The courts have consistently maintained that the integrity of the process must be upheld and reject the requests of the late bidders.
20. His Honour categorized the facts as being unique in circumstances where they were not and attempted to circumvent the well-established jurisprudence based on such a finding.

¹ [*Royal Bank of Canada v. Soundair Corp.*](#), 1991 CanLII 2727 (ON CA) [“*SoundAir*”].

21. Permitting the Late Bidder to vary and set aside the already completed Sale Process, in essence, has created a situation where the Late Bidder has stepped into the shoes of the Receiver and is now dictating the process.
22. The Learned Motions Judge erred in law because he misapplied the test as set out in *SoundAir* as it relates to subsequent late bids. As set out in *SoundAir*, a substantially higher late bid can be considered by the Court but only if it meets the following conjunctive test:

“...prices in other offers have relevance only if they show that the price contained in the offer accepted by the receiver was so unreasonably low as to demonstrate that the receiver was improvident in accepting it.” [emphasis added]
23. In other words, there needs to be evidence **and a finding** that:
 - (i) The price contained in the offer accepted by the Receiver was “unreasonably low”; **and**
 - (ii) The Receiver **was improvident** in accepting the earlier offer.
24. The Motions Judge found that the Third Offer was “*substantially higher*” and he also found that the Receiver’s conduct was “***unassailable.***”
25. Having made the explicit finding of “*unassailable*” conduct on the part of the Receiver, it follows that the Receiver could not have acted improvidently in accepting the APS and the Court could not set aside the already completed Sale Process.

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26. In effect, the Motions Judge permitted the Late Bidder to take advantage of Confidential Information (its knowledge of the sealed purchase price offered by the Appellant). The evidence before the Motions Judge was that:
- (i) Three offers were received on or about the Bid Deadline. The APS was the highest offer. A reasonable inference can be drawn that the true value of the Subject Property was in line with the three offers and the accepted highest offer being that of the Toronto Purchaser.
 - (ii) The Late Bidder using Confidential Information made three bids between December 6th and December 10th, each bid being higher than the previous bid by a few hundred thousand dollars. The Late Bidder kept “*letting out line*” until the Receiver “*bit*”.
27. The Late Bidder improperly used and took advantage of the Confidential Information which constitutes a serious breach of the integrity of the Sales Process.
28. The Court should not condone such wrongful conduct. It brings into question the integrity of the entire process. Permitting the Late Bidder to take advantage and use such Confidential Information leads to a “*mockery of the system*” and will have a chilling effect on future receiverships and more particularly parties’ willingness to participate in a sales process.

THE BASIS OF THE APPELLATE COURT'S JURISDICTION:

29. The Appellants have an automatic right of appeal to the Ontario Court of Appeal pursuant to subsections 193(c) of the BIA, and there is an automatic stay pending appeal pursuant to section 195 of the BIA.
30. In addition, and/or in the alternative, the Appellant seeks leave to appeal pursuant to subsection 193(e) of the BIA. The appeal raises an issue of general importance to bankruptcy/insolvency practice and the administration of justice.
31. Despite holding that the Receiver's conduct was unassailable (which means he did not act improvidently), the learned motions judge set aside the APS and ordered the Proposed Auction Process. By doing so, he rejected the well-established *Soundair* principles. It is an error of law to ignore the Sale Process, misapply the *Soundair Principles*, and set aside the APS simply due to a later and higher bid. As prior Courts have said, "*to do so would literally create chaos in the commercial world and receivers and purchasers would never be sure they had a binding agreement.*"
32. The appeal is *prima facie* meritorious as the Order is contrary to the established law and amounts to an abuse of judicial power. Moreover, there is no evidence that the appeal would not unduly hinder the progress of the bankruptcy / insolvency proceedings or cause any prejudice to any of the majority stakeholders.

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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.

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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

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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

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Parties served:
Service list

APPENDIX F

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 G

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 H

Paliare Roland

Jeffrey Larry
Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

jeff.larry@paliareroland.com
T. 416.646.4330 / F. 416.646.4301

File # 102488

October 27, 2025

VIA EMAIL: rooney@paulfrooneyprofcorp.com

Paul Rooney
Paul F. Rooney Professional Corporation
121 King Street West, Suite 510
Toronto, ON M5H 3T9

Dear Mr. Rooney:

Re: Receivership of real property municipally known as 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the “Toronto Property”) and 311 Conacher Drive, Kingston, Ontario (the “Kingston Property”) and, together with the Toronto Property, the “Real Property”)

As you know, we are counsel to TDB Restructuring Limited in its capacity as receiver (the “**Receiver**”) of the Real Property.

I write in response to your letter of October 24, 2025 in which you purport to withdraw 1001079582 Ontario Inc. (“**100 Inc.**”)’s offer to purchase the Toronto Property, which offer was submitted to the Receiver on December 16, 2024 (the “**Offer**”).

100 Inc. is not entitled to withdraw the Offer, which continues to remain open for acceptance in accordance with both the terms of your letter dated December 16, 2024 (and which is enclosed herewith) and the understanding that all offers were irrevocable until the end of the sales process.

With regards to your December 16, 2024 letter, you indicated (appropriately) that the Offer remained “open for acceptance by the Receiver until such date as the Court determines whether or not it should be accepted (and if accepted, then until the date the Receiver obtains court approval for the [Offer]).”

This letter placed no other conditions or limitations on the availability of the Offer for acceptance by the Receiver and, in the context of a Court-supervised sales process, this language clearly establishes the Offer as irrevocable pending final court approval.

Given that the Receiver does not recognize your client’s purported withdrawal of the Offer, the Receiver will not authorize the return of the \$300,000 presently being held in trust by Garfinkle Biderman LLP.

Paliare Roland

If, at the conclusion of the extended 48-hour bidding period for the Toronto Property provided for in the decision of the Court of Appeal for Ontario (which has been provided to you and which is enclosed herewith), the Receiver does not receive a bid that is superior to the Offer, then the Receiver will proceed to sign back the Offer.

If, in such event, your client purports to repudiate the Offer, the Receiver will enforce the Offer through all rights and remedies available to it including a claim for damages if your client fails to close on the Offer.

Yours very truly,
Paliare Roland Rosenberg Rothstein LLP



Jeffrey Larry
JL:RS

Encls.

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

APPENDIX I

Arif Dhanani

From: ryan.shah@paliareroland.com
Sent: Monday, October 27, 2025 12:00 PM
To: Jeff.Larry@paliareroland.com; ryan.shah@paliareroland.com; wgreenspoon@garfinkle.com; dullmann@blaney.com; jwajs@stikeman.com; dmurdoch@stikeman.com; navis@stikeman.com; rtaylor@cmblaw.ca; jwadden@tyrllp.com; ssherrington@tyrllp.com; jlee@cl-law.ca; ronald@davidzonlaw.com; Arif Dhanani; Bryan Tannenbaum; peter@himprolaw.com; rsparano@himprolaw.com; jmorley@LN.law; dale@dilitigation.com; paul@starkmanlawyers.com; calvin@starkmanlawyers.com; asamat@blaney.com; jkulathungam@teplitskyllp.com; rooney@paulfrooneyprofcorp.com; MByers@CMBLaw.ca; aeftekharnejad_ca@yahoo.ca; Tarek.Mansour@colliers.com
Cc: Candace.Baumtrog@Paliareroland.com
Subject: Cameron Stephens Mortgage Capital Ltd. v. Conacher Kingston Holdings Inc. - COA-24-CV-1328 [IMAN-PRIMANAGE.FID407588]
Attachments: COA-24-CV-1328.rere.pdf; Order for Sale Process signed Justice Black-Receiver TDB-2024-12-04.pdf

External sender

Good morning:

We are counsel to the Receiver in the above matter.

I attach the decision of the Court of Appeal for Ontario in the appeal of the Order of Justice Black dated December 10, 2024, which appeal decision was released today in this matter.

Pursuant to paragraph 53 of the endorsement of the Court of Appeal, Potential Bidders (as this term is defined in the Order of Justice Black dated December 10, 2024 and attached hereto) have a further 48 hours from this email to submit further bids in connection with the Toronto Property (as this term is defined in the Order of Justice Black dated December 10, 2024).

Further to this, if any Potential Bidders wish to improve their offer for the purchase of the Toronto Property, the deadline to submit such an offer to the Receiver is **12:00 PM Toronto time on October 29, 2025**. If Potential Bidders do not submit a further and better offer by this time, then the Receiver will consider their existing bids at such time and accept the highest and best one available.

Regards,



Paliare Roland

Ryan Shah
Associate

Phone: 416.646.6356
Email: ryan.shah@paliareroland.com

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

paliareroland.com

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any use, disclosure, dissemination, distribution or copying of any portion of this message or any attachment is strictly prohibited.

APPENDIX J

Paliare Roland

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

jeff.larry@paliareroland.com
T. 416.646.4330 / F. 416.646.4301

File # 102488

October 30, 2025

VIA EMAIL: rooney@paulfrooneyprofcorp.com

Paul Rooney
Paul F. Rooney Professional Corporation
121 King Street West, Suite 510
Toronto, ON M5H 3T9

Dear Mr. Rooney:

Re: Receivership of real property municipally known as 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the “Toronto Property”) and 311 Conacher Drive, Kingston, Ontario (the “Kingston Property”) and, together with the Toronto Property, the “Real Property”)

I write further to the Court of Appeal for Ontario’s decision in the above matter, dated October 27, 2025 (the “**Decision**”), which is enclosed herewith.

The Decision directed the Receiver to consider further offers for the purchase of the Toronto Property from parties that have already submitted offers for a period of 48 hours following the Receiver giving notice of the Decision to parties. This 48-hour period concluded on October 29, 2025 at 12:00 PM Toronto time.

At the conclusion of this period, the Receiver determined that 1001079582 Ontario Inc. (“**100 Inc.**”)’s offer to purchase the Toronto Property, which offer was submitted to the Receiver on December 16, 2024 (the “**Offer**”), was the highest and best offer for the Toronto Property available in the circumstances.

Accordingly, the Receiver has accepted the Offer and I enclose a copy of the agreement of purchase and sale in respect of the Offer (the “**Agreement**”) which has been signed back by the Receiver.

As set out in my letter of October 27, 2025, the Receiver does not recognize 100 Inc.’s purported withdrawal of the Offer in your letter of October 24, 2025 (both letters being enclosed herewith). Now that the Receiver has signed back the Agreement, the Receiver will proceed to perform its

Paliare Roland

obligations thereunder by seeking an approval and vesting order and then closing the Agreement.

Yours very truly,
Paliare Roland Rosenberg Rothstein LLP



Jeffrey Larry
JL:RS

Encls.

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

APPENDIX K

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

Our File No. 19507

BY EMAIL
December 16, 2024

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.

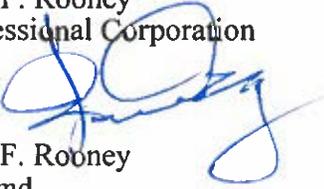
The enclosures in my prior letters, and the Confirmation I previously provided regarding having \$3,300,000 of funds in my trust account for this transaction, continue to apply in relation to the revised offer and Agreement.

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

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.

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- (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;
- (l) "**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;

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- (ss) **"Reports"** means collectively any written reports or documents received or obtained by the Receiver from any third party regarding any aspect of the Property;
- (tt) **"Rights"** has the meaning ascribed to it in Section 2.13;
- (uu) Intentionally deleted;
- (vv) Intentionally deleted.
- (ww) Intentionally deleted;
- (xx) Intentionally deleted;
- (yy) **"Transaction"** means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;
- (zz) **"Transfer Taxes"** means all HST, Land Transfer Tax, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated together with interest, penalties and additional amounts imposed with respect thereto;
- (aaa) Intentionally deleted.
- (bbb) **"Vendor Closing Conditions"** has the meaning ascribed to it in Section 4.3;
- (ccc) **"Vendor's Solicitor"** means the law firm of Garfinkle Biderman LLP;
- (ddd) **"Approval and Vesting Order"** means the order of the Court approving the sale by the Receiver to the Purchaser of the Purchased Assets and vesting all rights, title and interest of the Purchased Assets in favour of the Purchaser free and clear of all Encumbrances (other than Permitted Encumbrances) (in a form to be agreed upon by the parties);
- (eee) **"Vesting Order Motion"** means a motion by the Receiver seeking the granting of the Approval and Vesting Order; and
- (fff) **"Work Orders"** means any work orders, deficiency notices, outstanding building permits, orders, or requirements to comply with any Applicable Laws or issued by any Governmental Authorities.

1.2. Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of

this Agreement. The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof

1.3. Extended Meanings

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

1.4. Schedules

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

- Schedule "A" Property
- Schedule "B" Permitted Encumbrances
- Schedule "C" Excluded Assets
- Schedule "D" Intentionally deleted

SECTION 2 - SALE AND PURCHASE AND ASSIGNMENT

2.1. Sale and Purchase of Purchased Assets

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

2.2. "As is, Where is"

The Purchaser acknowledges and agrees that:

- (a) the Vendor is selling and the Purchaser is purchasing the Purchased Assets on an "as is, where is" basis subject to whatever defects, conditions, impediments, Hazardous Materials or deficiencies which may exist on the Closing Date, including, without limiting the generality of the foregoing, any latent or patent defects in the Purchased Assets. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to any matter including, title, encumbrances, description, fitness for purpose or use, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, zoning,

permitted uses, permits, compliance with Applicable Laws of Government Authorities, threatened claims, litigation, the existence or non-existence of Hazardous Materials flowing onto or from the Property or any part thereof, or in the air, surface or ground water flowing through, onto or from the Property, or any part thereof, any non-compliance with Environmental Laws including any adverse matters contained in the Reports (the "**Environmental Condition**"), compliance with any or all Environmental Laws, or in respect of any other matter or thing whatsoever concerning the Purchased Assets, or the right of the Vendor to sell or assign same save and except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply hereto and are hereby waived by the Purchaser. The descriptions of the Purchased Assets set out in this Agreement or in the Property Documents are for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the completeness or accuracy of such descriptions. The Purchaser further acknowledges that the Property Documents and all other written and oral information (including, without limitation, any analyses, financial information and projections, compilations, studies and the Plans) obtained by the Purchaser from the Vendor or the Agent with respect to the Purchased Assets or otherwise relating to the Transaction has been provided for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendor shall not be under any obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser's responsibility to take possession of the Purchased Assets.

- (b) notwithstanding any statutory provisions to the contrary, the Purchaser has no right to submit requisitions on title or in regard to any outstanding Work Orders, and the Purchaser shall accept the title to the Property subject to the Permitted Encumbrances and the Environmental Condition.
- (c) the various parties who prepared the Property Documents may have restricted the use thereof to the Debtor only, in their respective retainers with the Debtor and any purported conveyance of any of the Property Documents by the Vendor to the Purchaser may be subject to such limitations.
- (d) Without limiting the generality of this Section 2.2, the Purchaser acknowledges and agrees that the parties have expressly agreed to exclude from this Agreement all express or implied representations and warranties with respect to the following matters:
 - (i) the compliance of the Property with Applicable Laws, by-laws or regulations including without limitation, municipal zoning by-laws and regulations;
 - (ii) any easements, rights of way, instruments, documents, agreements or other registered or unregistered interest in the Property which impacts the

- use, enjoyment, income or development opportunities connected with the Property;
- (iii) that the present use or any future use of the Purchased Assets intended by the Purchaser is or will be lawful or permitted;
 - (iv) the execution, good standing, validity, binding effect or enforceability of the Permitted Encumbrances;
 - (v) that the Vendor has any right, title or interest in any goodwill associated with the Purchased Assets, or the use of any name associated with the operation of the Purchased Assets;
 - (vi) the description, title, condition, value, state of repair and fitness for any purpose of the Purchased Assets; and
 - (vii) the compliance of the Property with Environmental Laws, Reports or the existence or non-existence of Hazardous Materials, environmental, soil or water contamination or pollution on or about the Property, or otherwise with respect to the environmental condition of the Property;
- (e) the Property Documents and any assets lists, information packages and other material concerning the Purchased Assets or the sale thereof provided by or on behalf of the Vendor and the Agent have been prepared solely for the convenience of the Purchaser and are not warranted or represented to be complete or accurate and are not part of this Agreement (unless specifically provided in such material) and the descriptions of the Purchased Assets provided to the Purchaser are for the purposes of identification only, no conditions, warranty or representation has been or will be given by the Vendor concerning the accuracy, completeness or any other matter concerning such descriptions;
- (f) the Vendor is entering into this Agreement solely in its capacity as Receiver of the Property pursuant to the Appointment Order and not in its personal or other capacity and the Vendor and its agents (including the Vendor's Solicitors), officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith;
- (g) save as to any valid objection to title made in respect of matters arising after the Acceptance Date, the Purchaser shall be conclusively deemed to have accepted the title to the Property and to have accepted the Property subject to the Permitted Encumbrances and the Environmental Condition and subject to all Applicable Laws, by-laws and regulations affecting its use. If any valid objection to title expressly permitted herein is made by the Purchaser prior to the Closing Date, which the Vendor is unwilling or unable to remove, remedy, or satisfy and which the Purchaser will not waive or is not satisfied by title insurance, then the Receiver may terminate this Agreement by notice to the Purchaser, whereupon, except as herein expressly set forth, the Deposit without interest accrued thereon shall be forthwith returned to the Purchaser in accordance with and subject to the

terms in Section 2.5 and 2.12 each of the Purchaser and the Receiver shall be released from all obligations under this Agreement:

- (h) the Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such of the foregoing as are in the possession or control of the Receiver;
- (i) the Purchaser acknowledges that, the Vendor has provided the Purchaser access to the Data Room and that the Purchaser has had sufficient opportunity to review, and has satisfied itself with respect to, the Property Documents. If for any reason the transaction is not completed, the Purchaser shall forthwith return the Property Documents, and delete any electronic copies of them in its possession or control. The Vendor makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained in any of the Property Documents; and

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

2.3 Permitted Encumbrances

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

2.4 Purchase Price

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

2.5. Deposit

11 [redacted] ST [redacted] [redacted]

The Parties acknowledge and agree that the sum of [redacted] being ten (10%) percent of the Purchase Price (the "Deposit") will be delivered by the Purchaser to the Vendor's solicitor in trust within 24 hours of acceptance of an executed copy of the Agreement by the Purchaser and the Vendor. The Deposit shall be held in a non-interest bearing account of a Canadian chartered bank or trust company, in trust and to be disbursed in accordance with the following provisions

- (a) if the purchase and sale of the Purchased Assets is completed on the Closing Date, then the Deposit shall be released from trust and applied towards payment of the Purchase Price;
- (b) if the purchase and sale of the Purchased Assets is not completed on the Closing Date for any reason other than the default of the Purchaser hereunder, then the Deposit shall, subject to any Claim by the Vendor for damages under Section 2.12(d) herein, be released from trust and paid to the Purchaser in full satisfaction of all Claims incurred by the Purchaser as a result of such non-completion; or
- (c) If the purchase and sale of the Purchased Assets is not completed on the Closing Date as a result of the Purchaser's default hereunder, then the Deposit shall be forfeited to the Vendor and released from trust as liquidated damages and not as a penalty and paid to the Vendor without prejudice to the Vendor's rights to reimbursement on account of any Claim of the Vendor against the Purchaser as a result of such failure and the Vendor shall be entitled to pursue all of its rights and remedies against the Purchaser, including the resale of the Purchased Assets. Upon any such resale, the Purchaser shall pay to the Vendor: (i) an amount equal to the amount, if any, by which the Purchase Price under the Agreement exceeds the net purchase price received by the Vendor pursuant to such resale (net of any commissions and costs and expenses incurred to effect the completion of such resale including legal costs on a full indemnity basis), and (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of the Transaction or occasioned by the Purchaser's failure to comply with this Agreement.

2.6. Payment of Purchase Price

The Purchase Price shall be paid and satisfied as follows

- (a) on Closing, the Deposit shall be released from trust and credited against the Purchase Price in accordance with Section 2.5(a); and
- (b) on Closing, the Purchase Price, subject to adjustments and minus the amount paid to the Vendor pursuant to Section 2.6(a), shall be paid to the Vendor or as the Vendor may direct in writing by way of wire transfer using the Large Value Transfer System.

2.7 Intentionally deleted.

2.8 Adjustment of Purchase Price

(1) The Purchase Price shall be adjusted as of the Closing Date in accordance with the terms of this Agreement for any property taxes (including interest thereon, if applicable), utilities and any other items which are usually adjusted in purchase transactions involving assets similar to the Purchased Assets in the context of a Court supervised sale (the "Adjustments"). The Receiver shall prepare a statement of adjustments and deliver same to the Purchaser for its approval by no later than 3 Business Days prior to the Closing Date. If the amount of any Adjustments required to be made pursuant to this Purchase Agreement cannot be reasonably determined as of the Closing Date, an estimate shall be made by the Vendor as of the Closing Date based upon the best information available to the Vendor at such time. When such cost or amount is determined, the Vendor or Purchaser, as the case may be, shall, within 30 days of determination, provide a complete statement thereof to the other and within 30 days thereafter the Vendor and the Purchaser shall make a final adjustment as of the Closing Date for the item in question. In the absence of agreement by the Parties the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Vendor and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the Parties. All re-adjustments shall be requested in a detailed manner on or before the 60th day after the Closing Date, after which time neither party shall have any right to request re-adjustment.

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

2.9 Excluded Liabilities

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

2.10 Assumed Liabilities

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

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

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- (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

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

2.17 Receiver's Capacity

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

SECTION 3 - REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Covenants

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

- (a) all obligations which are to be observed or performed from and after completion of this Transaction under the Permitted Encumbrances; and
- (b) the Assumed Liabilities and any other obligations and liabilities assumed by the Purchaser as provided for by this Agreement.

3.2 Purchaser's Representations and Warranties

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

- (a) the Purchaser is and will be as of Closing, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Purchased Assets;
- (b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) no consent or approval of or registration, declaration or filing with any Government Authority is required for the execution or delivery of this Agreement by the Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of

any of its obligations hereunder;

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

3.3 Record of Site Condition in the Environmental Registry

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

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

On Closing, the Purchaser shall deliver an indemnity in favour of the Vendor in which it

agrees to indemnify and save the Vendor harmless from any and all Claims incurred by the Vendor in the event the Purchaser fails to make such filings.

3.4 Receiver's Representations

The Receiver represents and warrants to the Purchaser as follows:

- (a) the Receiver has been duly appointed as the receiver of the Purchased Assets pursuant to the Appointment Order and has full right, power and authority, subject to obtaining the Approval and Vesting Order prior to Closing, to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order; and
- (b) the Receiver is not a non-resident of Canada for purposes of Section 116 of the *Income Tax Act* (Canada).

3.5 Survival of Representations, Warranties and Covenants

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

SECTION 4 - CONDITIONS

4.1 Purchaser Closing Conditions

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

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;
- (b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at Closing all the documents contemplated in Section 5.3 or elsewhere in this Agreement;
- (c) intentionally deleted;
- (d) the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction; and

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

4.2 Purchaser Closing Conditions Not Fulfilled

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

- (a) terminate this Agreement by notice to the Vendor, in which event the Purchaser shall be released from its obligations under this Agreement and the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof; or
- (b) waive compliance with any such Purchaser Closing Condition, without prejudice to its right of termination in the event of non-fulfillment of any other Purchaser Closing Condition.

4.3 Vendor Closing Conditions

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

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;
- (b) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated in Section 5.2 or elsewhere in this Agreement;
- (c) there shall be no litigation or proceedings pending against the Vendor, in respect of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and
- (d) On the Closing Date, the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction.

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

4.4 Vendor Closing Conditions Not Fulfilled

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

- (a) terminate this Agreement by notice to the Purchaser in which event the Vendor shall be released from all obligations under this Agreement and, unless the Vendor Closing Condition(s) that was not fulfilled was the Vendor Closing Condition contained in Section 4.3(c) or (d), the Deposit shall be retained by the Vendor in accordance with the provisions of Section 2.5 hereof; or
- (b) waive compliance with any such Vendor Closing Condition without prejudice to its right of termination in the event of non-fulfillment of any other Vendor Closing Condition.

4.5 Approval and Vesting Order

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

SECTION 5 - CLOSING

5.1 Closing

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

The Closing Date shall be subject to the approval of the Vesting Order, and to any approvals required from the City of Toronto pursuant to Instrument AT4601555 and related restrictions having been received. If either of the approval of the Vesting Order or any approvals required from the City of Toronto pursuant to Instrument AT4601555 and related restrictions have not been received by the initial Closing Date, then the Closing Date shall be extended ("Extended Closing Date") for a further period of 60 days. In the event that the approvals have not been received by the Extended Closing Date, then the Purchaser shall have the right to terminate this Agreement in writing to the Vendor

or to the Vendor's Solicitor at his absolute and sole discretion and the Deposit shall be returned to the Purchaser in full without interest or deduction.

5.2. Purchaser's Deliveries on Closing

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

- (a) payment of the Purchase Price;
- (b) a certificate, dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;
 - (c) an acknowledgement dated as of the Closing Date, that each of the Purchaser Closing Conditions have been fulfilled, performed or waived as of the Closing Date;
- (d) assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;
- (e) the certificate and indemnity provided for under Section 2.11;
- (f) an undertaking to re-adjust any item on or omitted from the statement of adjustments subject to 60 day limitation period in Section 2.8;
- (g) an environmental release and indemnity indemnifying and holding the Vendor harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "Damages") suffered or incurred by the Vendor, directly or indirectly, as a result of or in connection with any of the following, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:
 - (i) the presence, release, or the threat of a release of any Hazardous Materials in, on or under the Property;
 - (ii) the presence of any Hazardous Materials in, on or under properties adjoining or proximate to the Property;
 - (iii) any other environmental matters relating to the Property;
 - (iv) the breach of any Environmental Laws applicable to the Property;
 - (v) the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Purchaser;

- (vi) the Environmental Condition; or
- (vii) the Indemnity provided for in Schedule 3.3; and
- (h) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

5.3 Vendor's Deliveries on Closing

- (a) On or before the Closing, the Vendor shall execute and deliver to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:
 - (i) statement of adjustments;
 - (ii) an acknowledgement dated as of the Closing Date, that each of the Vendor Closing Conditions have been fulfilled, performed or waived as of the Closing Date;
 - (iii) an assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;
 - (iv) assignment of all Leases;
 - (v) the Approval and Vesting Order; and
 - (vi) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.
- (b) Upon the completion of the deliveries pursuant to Section 5.2 and 5.3(a), the Vendor shall immediately file a certificate with the Court (the "**Receiver's Certificate**") that the Transaction has been completed and title to the Property shall vest in the Purchaser effective immediately upon the filing with the Court of the Receiver's Certificate and shall deliver to the Purchaser a copy of same.

5.4 Risk

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

5.5 Termination

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

- (a) all the obligations of both the Vendor and Purchaser pursuant to this Agreement shall be at an end; and
- (b) the Purchaser shall have no right to specific performance or any other remedy against, or any right to recover on account of any Claim it may have from, the Vendor.

5.6 Breach by Purchaser

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

5.7 Electronic Registration

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

SECTION 6 - GENERAL

6.1. Further Assurances

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

6.2. Notice

Any notice or other communication under this Agreement shall be in writing and may be

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delivered personally or transmitted by electronic transmission, addressed:
in the case of the Purchaser, as follows:

Attention: Simion Kronenfeld

Telephone No: 416-520-7111

Email: simion@ajglgroup.com

and in the case of the Vendor, as follows:

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

Attention: Arif Dhanani
Email: adhanani@tdbadvisory.ca

with a copy to:

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

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

and a copy to:

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

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

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

6.3. Time

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

6.4. Currency

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

6.5. Benefit of Agreement

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

6.6. Amendments and Waiver

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser may consent to any such amendment at any time prior to the Closing with the prior authorization of their respective boards of directors.

6.7. Entire Agreement

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

forth herein and on acceptance by the Purchaser, is intended to create binding obligations on the part of the Purchaser, as set out herein.

6.8. Paramountcy

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

6.9. Severability

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

6.10. Governing Law

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

6.11. Commission

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

6.12. Certain Words

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

6.13. Statutory References

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

6.14. Actions to be Performed on a Business Day

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

such day.

6.15. No Registrations

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

6.16. Strict Construction

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

6.17. No Third Party Beneficiaries

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

6.18. Planning Act

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

6.19. Counterparts

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

6.21 Expenses

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

(Remainder of this page intentionally left blank)

6.22 Announcements

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

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

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

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

1001079582 ONTARIO INC.

PER 
Name:
Title:

Schedule "A"

Property

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

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

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

Part Lot 2 Plan 9059 North York as in 18379983; Toronto (N York), City of Toronto

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

Part Lot 2 Plan 9059 North York as in 18379984; Toronto (N York), City of Toronto

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

Part Lot 1 Plan 9059 North York as in 18221318; Toronto (N York), City of Toronto

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

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

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

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Schedule "C"

Excluded Assets

APPENDIX L

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 M

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 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;

MB

- (i) the Purchaser acknowledges that, the Vendor has provided the Purchaser access to the Data Room and that the Purchaser has had sufficient opportunity to review, and has satisfied itself with respect to, the Property Documents. If for any reason the transaction is not completed, the Purchaser shall forthwith return the Property Documents, and delete any electronic copies of them in its possession or control. The Vendor makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained in any of the Property Documents; and
- (j) in entering into this Agreement, the Purchaser has relied and will rely entirely and solely upon its own inspections and investigations with respect to the Property and the Purchased Assets, including the physical condition and the Environmental Condition of the Purchased Assets including compliance with Applicable Laws and has relied solely upon its own judgement resulting from doing so and has not relied and will not rely on any information, written or oral, furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor including the Agent, including with respect to value of the Purchased Assets, the development potential of the Property, adequacy, marketability, quantity, location, condition, quality, fitness or state of repair. The information in the Data Room and description of the Purchased Assets in any marketing material, listing information, and any like material delivered or made available by the Vendor and/or the Agent, the Vendor's agents or any other party on its behalf to the Purchaser or its representatives are believed to be correct, but if any misstatement, error, inaccuracy or omission (collectively the "Inaccuracies") is found in the them, the Purchaser shall not be entitled to any abatement, damages, reimbursement, costs or to termination of this Agreement as a result of them and the Purchaser releases the Vendor and its agents from any Claims the Purchaser had, has or may have as a result of such Inaccuracies.

2.3 Permitted Encumbrances

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

2.4 Purchase Price

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

2.5 Deposit

The Parties acknowledge and agree that the sum of \$ [REDACTED], being ten (10%) percent of the Purchase Price (the "Deposit") 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: AYOUB EFTEKHARNEJAD

Telephone No:

Email: aeftekharnejad_ca@yahoo.ca

and in the case of the Vendor, as follows:

TDB Restructuring Limited, Court-Appointed

Receiver of 5004591 Ontario Inc.

11 King Street West



Suite 700, PO Box 27
Toronto, ON M5H 4C7

Attention: Arif Dhanani
Email: adhanani@tdbadvisory.ca

with a copy to:

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

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

and a copy to:

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

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

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

6.3. Time

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

6.4. Currency

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

6.5. Benefit of Agreement

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



an "affiliate" of the Purchaser (as such term is defined in the *Business Corporations Act* (Ontario)), provided that the Purchaser remains liable, jointly, with such affiliate for all the obligations of the Purchaser hereunder. To the extent that any such assignment occurs, this Agreement and all provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6.6. Amendments and Waiver

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser may consent to any such amendment at any time prior to the Closing with the prior authorization of their respective boards of directors.

6.7. Entire Agreement

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

6.8. Paramountcy

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

6.9. Severability

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

6.10. Governing Law

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



6.11. Commission

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

6.12. Certain Words

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

6.13. Statutory References

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

6.14. Actions to be Performed on a Business Day

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

6.15. No Registrations

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

6.16. Strict Construction

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



6.17. No Third Party Beneficiaries

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

6.18. Planning Act

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

6.19. Counterparts

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

6.21 Expenses

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

(Remainder of this page intentionally left blank)



6.22 Announcements

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

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

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

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



1604706 Ontario Inc.
Per: 
Name:  12/02/24
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

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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



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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.

MB



Schedule "B"

PROPERTY

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

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

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

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

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

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

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

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

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

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



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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

<p>The Buyer gives consent for Colliers Macaulay Nicolls Inc. ("Colliers") to place the deposit in an interest-bearing account:</p>	<input checked="" type="checkbox"/> <p>(Does)</p>	<input type="checkbox"/> <p>(Does Not)</p>
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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): 

APPENDIX N

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT made the 26th day of September 2024.

BETWEEN:

TDB RESTRUCTURING LIMITED (the “**Receiver**”)

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

(the “**Vendor**”)

and

Arjun Anand in trust for a company to be formed

(the “**Purchaser**”)

RECITALS:

- A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated December 6, 2023, (the “**Appointment Order**”) RSM Canada Limited was appointed as Receiver over the lands legally described in Schedule “A” attached hereto, effective December 22, 2023;
- B. Pursuant to the Substitution Order of the Ontario Court of Justice (Commercial List) dated March 1, 2024, (the “**Substitution Order**”) the Receiver’s name was substituted in the place of the name of RSM Canada Limited;
- C. The Vendor desires to sell and the Purchaser desires to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

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

SECTION 1 - INTERPRETATION

1.1. Definitions

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

- (a) **"Acceptance Date"** means the date that this Agreement is executed and delivered by the Parties;
- (b) **"Agent"** shall mean Colliers Macaulay Nicolls Inc.;
- (c) **"Agreement"** means this Agreement of Purchase and Sale, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;
- (d) **"Applicable Laws"** means, with respect to the Purchased Assets or to any Person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Person, property, transaction or event;
- (e) **"Assumed Liabilities"** has the meaning ascribed to it in Section 2.10.
- (f) **"Business Day"** means a day on which banks and the Land Registry Office for the City of Toronto are open for business but does not include a Saturday, Sunday, or statutory holiday in the Province of Ontario;
- (g) Intentionally deleted.
- (h) **"Claim"** means any claim, demand, action, cause of action, damage, loss, cost, liability or expense (including legal fees on a substantial indemnity basis) and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- (i) **"Closing"** means the successful completion of the Transaction; V^{DS} . A
10 business
- (j) **"Closing Date"** means the date which is ~~three (3)~~ days immediately following the date upon which the Approval and Vesting Order is granted, V^{DS} . A ~~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 \$ [REDACTED], 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**”) will be delivered by the Purchaser to the Vendor’s solicitor in trust within 24 hours of acceptance of an executed copy of the Agreement by the Purchaser and the Vendor. The Deposit shall be held in a non-interest bearing account of a Canadian chartered bank or trust company, in trust and to be disbursed in accordance with the following provisions:

- (a) if the purchase and sale of the Purchased Assets is completed on the Closing Date, then the Deposit shall be released from trust and applied towards payment of the Purchase Price;
- (b) if the purchase and sale of the Purchased Assets is not completed on the Closing Date for any reason other than the default of the Purchaser hereunder, then the Deposit shall, subject to any Claim by the Vendor for damages under Section 2.12(d) herein, be released from trust and paid to the Purchaser in full satisfaction of all Claims incurred by the Purchaser as a result of such non-completion; or
- (c) if the purchase and sale of the Purchased Assets is not completed on the Closing Date as a result of the Purchaser’s default hereunder, then the Deposit shall be forfeited to the Vendor and released from trust as liquidated damages and not as a penalty and paid to the Vendor without prejudice to the Vendor’s rights to reimbursement on account of any Claim of the Vendor against the Purchaser as a result of such failure and the Vendor shall be entitled to pursue all of its rights and remedies against the Purchaser, including the resale of the Purchased Assets. Upon any such resale, the Purchaser shall pay to the Vendor: (i) an amount equal to the amount, if any, by which the Purchase Price under the Agreement exceeds the net purchase price received by the Vendor pursuant to such resale (net of any commissions and costs and expenses incurred to effect the completion of such resale including legal costs on a full indemnity basis), and (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of the Transaction or occasioned by the Purchaser’s failure to comply with this Agreement.

2.6. Payment of Purchase Price

The Purchase Price shall be paid and satisfied as follows:

- (a) on Closing, the Deposit shall be released from trust and credited against the Purchase Price in accordance with Section 2.5(a); and
- (b) on Closing, the Purchase Price, subject to adjustments and minus the amount paid to the Vendor pursuant to Section 2.6(a), shall be paid to the Vendor or as the Vendor may direct in writing by way of wire transfer using the Large Value Transfer System.

2.7. Intentionally deleted.

2.8. Adjustment of Purchase Price

- (1) The Purchase Price shall be adjusted as of the Closing Date in accordance with the terms of this Agreement for any property taxes (including interest thereon, if applicable), utilities and any other items which are usually adjusted in purchase transactions involving assets similar to the Purchased Assets in the context of a Court supervised sale (the "**Adjustments**"). The Receiver shall prepare a statement of adjustments and deliver same to the Purchaser for its approval by no later than 3 Business Days prior to the Closing Date. If the amount of any Adjustments required to be made pursuant to this Purchase Agreement cannot be reasonably determined as of the Closing Date, an estimate shall be made by the Vendor as of the Closing Date based upon the best information available to the Vendor at such time. When such cost or amount is determined, the Vendor or Purchaser, as the case may be, shall, within 30 days of determination, provide a complete statement thereof to the other and within 30 days thereafter the Vendor and the Purchaser shall make a final adjustment as of the Closing Date for the item in question. In the absence of agreement by the Parties the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Vendor and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the Parties. All re-adjustments shall be requested in a detailed manner on or before the 60th day after the Closing Date, after which time neither party shall have any right to request re-adjustment.
- (2) Other than as provided for in this section 2.8, there shall be no Adjustments to the Purchase Price.

2.9. Excluded Liabilities

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

2.10. Assumed Liabilities

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

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

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

(the foregoing being the “**Assumed Liabilities**”).

2.11. Taxes

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

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

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

2.12. Inspections

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

- (a) any invasive testing shall require the Vendor's written approval prior to such testing;
- (b) the Purchaser shall provide at least two Business Days' notice to the Vendor of any such tests and inspections and the Vendor will be entitled to have a representative present during all such tests and inspections;
- (c) all soil tests or environmental audits shall be coordinated with the Vendor;

- (d) any damage to the Property caused by such tests and inspections will be promptly repaired by the Purchaser and the Purchaser will indemnify and save the Vendor harmless from all Claims which the Vendor may suffer as a result of the said tests and inspections or any other breach of this Section by the Purchaser; and
- (e) prior to entering the Property to conduct the Purchaser's tests and investigations, the Purchaser shall deliver (or shall cause its representatives completing the Purchaser's investigations on its behalf to deliver) to the Vendor evidence of liability insurance coverage for at least \$2,000,000.

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

2.13. Non-Transferable and Non-Assignable Purchased Assets

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

- (a) maintain its existence and hold the Rights in trust for the Purchaser;
- (b) comply with the terms and provisions of the Rights as agent for the Purchaser at the Purchaser's cost and for the Purchaser's benefit;
- (c) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser; and
- (d) enforce, at the reasonable request of the Purchaser and at the expense and for the account of the Purchaser, any rights of the Vendor arising from such Rights against any third Person, including the right to elect to terminate any such Rights in accordance with the terms of such Rights upon the written direction of the Purchaser.

In order that the full value of the Rights may be realized for the benefit of the Purchaser,

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

2.14 Intentionally deleted.

2.15 Approval and Vesting Order

- (a) The Receiver and the Purchaser acknowledge that:
 - i. this Agreement is subject to Court approval; and
 - ii. closing of the Transaction is subject to this Agreement being determined by the Receiver to be the Successful Bid pursuant to the Sale Procedure and to the issuance of the Approval and Vesting Order.
- (b) If this Agreement is determined to be the Successful Bid (as defined in the Sale Procedure) pursuant to the Sale Procedure, the Receiver shall use its commercially reasonable efforts to promptly thereafter file and serve the Vesting Order Motion on notice to the necessary parties.
- (c) If the Purchaser is the Successful Bidder (as defined in the Sale Procedure), the Purchaser shall provide all information if any, and take any such actions as may be reasonable requested by the Receiver to assist the Receiver in obtaining the Approval and Vesting Order and any other order of the Court reasonably necessary to consummate the Transaction.
- (d) From and after the Acceptance Date, the Receiver shall provide such prior notice as may be reasonable under the circumstances before filing any materials with the Court that relate, in whole or in part, to this Agreement, the Purchaser, or the Approval and Vesting Order and shall consult in good faith with the Purchaser regarding the content of such materials prior to any such filing (provided that the Receiver shall not be obligated to incorporate the comments of the Purchaser and do any such filings).

2.16 Closing Certificate

The parties hereto acknowledge and agree that the Receiver shall be entitled to file with

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

2.17 Receiver’s Capacity

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

SECTION 3 - REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Covenants

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

- (a) all obligations which are to be observed or performed from and after completion of this Transaction under the Permitted Encumbrances; and
- (b) the Assumed Liabilities and any other obligations and liabilities assumed by the Purchaser as provided for by this Agreement.

3.2 Purchaser’s Representations and Warranties

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

- (a) the Purchaser is and will be as of Closing, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Purchased Assets;
- (b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) no consent or approval of or registration, declaration or filing with any Government Authority is required for the execution or delivery of this Agreement by the Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of

any of its obligations hereunder;

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

3.3 Record of Site Condition in the Environmental Registry

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

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

On Closing, the Purchaser shall deliver an indemnity in favour of the Vendor in which it

agrees to indemnify and save the Vendor harmless from any and all Claims incurred by the Vendor in the event the Purchaser fails to make such filings.

3.4 Receiver's Representations

The Receiver represents and warrants to the Purchaser as follows:

- (a) the Receiver has been duly appointed as the receiver of the Purchased Assets pursuant to the Appointment Order and has full right, power and authority, subject to obtaining the Approval and Vesting Order prior to Closing, to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order; and
- (b) the Receiver is not a non-resident of Canada for purposes of Section 116 of the *Income Tax Act* (Canada).

3.5 Survival of Representations, Warranties and Covenants

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

SECTION 4 — CONDITIONS

4.1 Purchaser Closing Conditions

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

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;
- (b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at Closing all the documents contemplated in Section 5.3 or elsewhere in this Agreement;
- (c) intentionally deleted;
- (d) the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction; and

- (e) the Receiver shall have determined in accordance with the Sale Procedure that this Agreement is the Successful Bid.
- (f) This Agreement is subject to the following conditions {the "Due Diligence Condition") These conditions are included for the sole benefit of the Purchaser the compliance with which shall be a condition precedent to any obligation hereunder on the part of and any of which may be waived by the Purchaser in writing in its sole absolute and unfettered discretion. If the Purchaser is not satisfied on its sole, absolute and unfettered discretion with any of the foregoing it may by notice in writing to the Vendor or the Vendor's lawyer given on or before Due Diligence Date, terminate this Agreement whereupon the Agreement shall be null and void and of no further force or effect and the Deposit shall be returned forthwith to the Purchaser together with all interest accrued thereon and without deduction of any kind and neither party shall have any further liability to the other. Following acceptance of this Agreement, there shall be a due diligence period of ~~Sixty~~ ^{Thirty} Days from the acceptance of this Agreement {the "Due Diligence Date") by the Due Diligence Date the Purchaser in its sole absolute and unfettered discretion shall have been satisfied with the following
- (g) 1) The environmental condition of the Property including the soil and including without limitation with the results of a Phase I environmental site assessment;
- (h) 2) The physical condition of the Property and the structures thereon including without limitation with the results of the building inspection;The Vendor agrees to cooperate in providing access to the property, if necessary, for any inspection of the property required for the fulfillment of this condition.
- (i) 3) Any governmental orders physical and engineering inspections of the Property compliance with all applicable laws and regulations, any agreements with third parties affecting the Property environmental audits, soil tests and any other matters of interest to the Purchaser with respect to the Property;
- (j) 4) The Purchaser's satisfactory review of title to the Property
- (k) 5) The Purchaser's satisfaction with the economic feasibility of acquiring the Property.
- (l) 6) The Purchaser determines, at the Purchaser's expense, that no portion of the property has been designated as hazard land, flood plain, or an environmentally protected zone. .Due diligence process which includes but is not limited to technical feasibility, legal, tax, regulatory, building permits, environmental, municipal approvals, the viability of rezoning the Property and/or as to the feasibility of the development of the Property and

any other approvals which are customary for this type of project. The Due Diligence Condition is inserted herein for the sole and exclusive benefit of the Purchaser and the Purchaser may at its option waive the fulfillment of the Due Diligence Condition in whole or in part by notice in writing to the Vendor or the Vendor's lawyer (without prejudice to its rights to declare that any other part or parts of the due Diligence Condition is not fulfilled)) and in the event that the Purchaser is satisfied in its sole absolute and unfettered discretion as to all of the foregoing or has waived the same within the aforesaid time period, then this Agreement shall be completed in accordance with its terms. If the Purchaser does not give written notice to the Vendor or the Vendor's lawyer on or before the Due Diligence Date as to whether or not the Purchaser is satisfied with the fulfillment of the due Diligence Condition, then the Purchaser shall be deemed to have terminated this Agreement. The Vendor shall not call for the delivery by the Purchaser of any material pertaining to or relating to the Purchaser's due diligence activities nor shall the Purchaser be obligated provide any evidence to substantiate its due diligence activities or conclusion.

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

4.2 Purchaser Closing Conditions Not Fulfilled

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

- (a) terminate this Agreement by notice to the Vendor, in which event the Purchaser shall be released from its obligations under this Agreement and the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof; or
- (b) waive compliance with any such Purchaser Closing Condition, without prejudice to its right of termination in the event of non-fulfillment of any other Purchaser Closing Condition.

4.3 Vendor Closing Conditions

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

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;
- (b) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated in Section 5.2 or elsewhere in this Agreement;
- (c) there shall be no litigation or proceedings pending against the Vendor, in respect of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper;
- (d) The Receiver shall have determined in accordance with the Sale Procedure that this Agreement is the Successful Bid; and
- (e) On the closing date, the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction.

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

4.4 Vendor Closing Conditions Not Fulfilled

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

- (a) terminate this Agreement by notice to the Purchaser in which event the Vendor shall be released from all obligations under this Agreement and, unless the Vendor Closing Condition that was not fulfilled was the Vendor Closing Condition contained in Section 4.3(c), the Deposit shall be retained by the Vendor in accordance with the provisions of Section 2.5 hereof; or
- (b) waive compliance with any such Vendor Closing Condition without prejudice to its right of termination in the event of non-fulfillment of any other Vendor Closing Condition.

4.5 Approval and Vesting Order

The obligations of the Vendor and the Purchaser hereunder are subject to the mutual

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

SECTION 5 — CLOSING

5.1. Closing

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

^{DS} ~~The Closing Date shall be 60 days after the Due Diligence date or when all conditions as specified in the Agreement for the benefit of the Purchaser have been waived.~~ The Closing Date shall be subject to the approval of the Vesting Order, if the approval of the Vesting Order has not been received, then the Closing Date shall be extended (“Extended Closing Date”) for a further period of 60 days. In the event that the approval has not been received by the Extended Closing Date, then the Purchaser shall have the right to terminate this Agreement in writing to the Vendor or to the Vendor’s Solicitor at his absolute and sole discretion and the Deposit shall be returned to the Purchaser in full without interest or deduction.

5.2. Purchaser's Deliveries on Closing

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

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

Purchaser Closing Conditions have been fulfilled, performed or waived as of the Closing Date;

- (d) assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;
- (e) the certificate and indemnity provided for under Section 2.11;
- (f) an undertaking to re-adjust any item on or omitted from the statement of adjustments subject to 60 day limitation period in Section 2.8;
- (g) an environmental release and indemnity indemnifying and holding the Vendor harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "**Damages**") suffered or incurred by the Vendor, directly or indirectly, as a result of or in connection with any of the following, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:
 - (i) the presence, release, or the threat of a release of any Hazardous Materials in, on or under the Property;
 - (ii) the presence of any Hazardous Materials in, on or under properties adjoining or proximate to the Property;
 - (iii) any other environmental matters relating to the Property;
 - (iv) the breach of any Environmental Laws applicable to the Property;
 - (v) the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Purchaser;
 - (vi) the Environmental Condition; or
 - (vii) the Indemnity provided for in Schedule 3.3; and
- (h) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

5.3 Vendor's Deliveries on Closing

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

- (ii) an acknowledgement dated as of the Closing Date, that each of the Vendor Closing Conditions have been fulfilled, performed or waived as of the Closing Date;
 - (iii) an assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;
 - (iv) assignment of all Leases;
 - (v) the Approval and Vesting Order; and
 - (vi) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.
- (b) Upon the completion of the deliveries pursuant to Section 5.2 and 5.3(a), the Vendor shall immediately file a certificate with the Court (the "**Receiver's Certificate**") that the Transaction has been completed and title to the Property shall vest in the Purchaser effective immediately upon the filing with the Court of the Receiver's Certificate and shall deliver to the Purchaser a copy of same.

5.4 Risk

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

5.5 Termination

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

- (a) all the obligations of both the Vendor and Purchaser pursuant to this Agreement shall be at an end; and
- (b) the Purchaser shall have no right to specific performance or any other remedy against, or any right to recover on account of any Claim it may

have from, the Vendor.

5.6 Breach by Purchaser

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

5.7 Electronic Registration

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

SECTION 6 - GENERAL

6.1. Further Assurances

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

6.2. Notice

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

in the case of the Purchaser, as follows:

Attention: Arjun Anand
Telephone No: 647 502-9954

Email:

and in the case of the Vendor, as follows:

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

Attention: Arif Dhanani
Email: adhanani@tdbadvisory.ca

with a copy to:

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

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

and a copy to:

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

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

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

6.3. Time

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

6.4. Currency

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

6.5. Benefit of Agreement

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

6.6. Amendments and Waiver

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser may consent to any such amendment at any time prior to the Closing with the prior authorization of their respective boards of directors.

6.7. Entire Agreement

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

6.8. Paramountcy

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

6.9. Severability

If any provision of this Agreement or any document delivered in connection with this

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

6.10. Governing Law

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

6.11. Commission

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

6.12. Certain Words

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

6.13. Statutory References

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

6.14. Actions to be Performed on a Business Day

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

6.15. No Registrations

The Purchaser hereby covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, or any other document providing evidence of this Agreement against title to the Property. Should the Purchaser be in default of its obligations under this Section, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement, caution, certificate of pending litigation or other document providing evidence of this Agreement or any assignment of this Agreement from the title to the Property and the Purchaser shall be deemed to be in default of its obligations hereunder. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in

law to cause the removal of such notice of this Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property. The Purchaser acknowledges and agrees that until Closing, the Purchaser has no interest in the Property whatsoever, notwithstanding anything to the contrary herein.

6.16. Strict Construction

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

6.17. No Third Party Beneficiaries

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

6.18. Planning Act

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

6.19. Counterparts

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

6.21 Expenses

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

(Remainder of this page intentionally left blank)

6.22 Announcements

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

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

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

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

Per: 
Name: Arjun Anand, B. Eng, MBA, CFA
Title: Director, Ambros Family Office

Schedule "A"

Property

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

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

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

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

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

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

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

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

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

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

Schedule "B"

Permitted Encumbrances

"Permitted Encumbrances" means the following:

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

Permitted Encumbrances related to the Property
(unaffected by the 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 7th day of October, 2024.

DocuSigned by:


Per: _____
Name: Arjun Anand In Trust For A Company To Be Formed
Title: Ambros Family Office Director

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

Schedule "B"

PROPERTY

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

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

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

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

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

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

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

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

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

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

APPENDIX O

PROPERTY DESCRIPTION: PT LT 1 PL 9059 NORTH YORK AS IN TR92058; TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 10306-0304

PIN CREATION DATE:

2002/07/29

OWNERS' NAMES

5004591 ONTARIO INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2002/07/29 **</p> <p>NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY</p>						
NY524794	1967/11/21	AGREEMENT	\$1			C
NY579166	1970/07/20	BYLAW EX PART LOT				C
		REMARKS: BY-LAW NO. 23292				
NY593705	1971/05/12	AGREEMENT			BOROUGH OF NORTH YORK	C
NY608306	1971/12/29	AGREEMENT			THE CORPORATION OF THE BOROUGH OF NORTH YORK	C
NY620929	1972/07/28	BYLAW				C
NY632269	1973/01/29	NOTICE			DEPARTMENT OF TRANSPORTATION	C
		REMARKS: (SEE B355841) AMENDMENT TO AIRPORT ZONING REG. CORRECTIONS: 'PARTY: DEPARTMENT OF TRANSPORTATION' ADDED ON 1990/05/25 BY LESLIE ROBERTSON.				
TR57844	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
		<i>REMARKS: PEARSON AIRPORT ZONING REGULATION</i>					
AT4601553	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C	
		<i>REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD</i>					
AT4601554	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C	
AT4601555	2017/06/19	RESTRICTION-LAND		TERRANATA THE STEP INC.		C	
		<i>REMARKS: THE REGISTERED OWNER OF THE LANDS DESCRIBED HEREIN, HEREBY APPLIES UNDER SECTION 118 OF THE LAND TITLES ACT FOR ENTRY OF THE FOLLOWING RESTRICTION : "NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECTION ABOVE, OR ANY PART THEREOF, SHALL BE REGISTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE CHIEF PLANNER, OR HIS/HER DESIGNATE, CITY OF TORONTO"</i>					
AT4867240	2018/05/18	NOTICE		CITY OF TORONTO		C	
AT5125306	2019/05/01	TRANSFER	\$2,275,000	TERRANATA THE STEP INC.	5004591 ONTARIO INC.	C	
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
AT5323017	2019/12/18	CHARGE	\$15,600,000	5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C	
AT5323018	2019/12/18	NO ASSGN RENT GEN		5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C	
		<i>REMARKS: AT5323017.</i>					
AT6579363	2024/05/27	CAUTION-LAND	\$2	5004591 ONTARIO INC.	LAKESHORE LUXE DESIGN AND BUILD GROUP INC.		

LAND
REGISTRY
OFFICE #66

10306-0033 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 1 PL 9059 NORTH YORK AS IN TB221318; TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 10306-0305

PIN CREATION DATE:

2002/07/29

OWNERS' NAMES

5004591 ONTARIO INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2002/07/29 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
NY524794	1967/11/21	AGREEMENT	\$1			C
NY579166	1970/07/20	BYLAW EX PART LOT				C
REMARKS: BY-LAW NO. 23292						
NY593705	1971/05/12	AGREEMENT			BOROUGH OF NORTH YORK	C
NY608306	1971/12/29	AGREEMENT			THE CORPORATION OF THE BOROUGH OF NORTH YORK	C
NY620929	1972/07/28	BYLAW				C
NY632269	1973/01/29	NOTICE			DEPARTMENT OF TRANSPORTATION	C
REMARKS: (SEE B355841) AMENDMENT TO AIRPORT ZONING REG.						
CORRECTIONS: 'PARTY: DEPARTMENT OF TRANSPORTATION' ADDED ON 1990/05/25 BY LESLIE ROBERTSON.						
TR57844	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF	TRANSPORT CANADA	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
		<i>REMARKS: PEARSON AIRPORT ZONING REGULATION</i>					
AT4601553	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C	
		<i>REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD</i>					
AT4601554	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C	
AT4601555	2017/06/19	RESTRICTION-LAND		TERRANATA THE STEP INC.		C	
		<i>REMARKS: THE REGISTERED OWNER OF THE LANDS DESCRIBED HEREIN, HEREBY APPLIES UNDER SECTION 118 OF THE LAND TITLES ACT FOR ENTRY OF THE FOLLOWING RESTRICTION : "NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECTION ABOVE, OR ANY PART THEREOF, SHALL BE REGISTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE CHIEF PLANNER, OR HIS/HER DESIGNATE, CITY OF TORONTO"</i>					
AT4867240	2018/05/18	NOTICE		CITY OF TORONTO		C	
AT5125306	2019/05/01	TRANSFER	\$2,275,000	TERRANATA THE STEP INC.	5004591 ONTARIO INC.	C	
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
AT5323017	2019/12/18	CHARGE	\$15,600,000	5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C	
AT5323018	2019/12/18	NO ASSGN RENT GEN		5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C	
		<i>REMARKS: AT5323017.</i>					
AT6579363	2024/05/27	CAUTION-LAND	\$2	5004591 ONTARIO INC.	LAKESHORE LUXE DESIGN AND BUILD GROUP INC.		

PROPERTY DESCRIPTION: PT LT 2 PL 9059 NORTH YORK AS IN TB379984; TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 10306-0306

PIN CREATION DATE:

2002/07/29

OWNERS' NAMES

5004591 ONTARIO INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2002/07/29 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
NY524794	1967/11/21	AGREEMENT	\$1			C
NY579166	1970/07/20	BYLAW EX PART LOT				C
REMARKS: BY-LAW NO. 23292						
NY593705	1971/05/12	AGREEMENT			BOROUGH OF NORTH YORK	C
NY608306	1971/12/29	AGREEMENT			THE CORPORATION OF THE BOROUGH OF NORTH YORK	C
NY620929	1972/07/28	BYLAW				C
NY632269	1973/01/29	NOTICE			DEPARTMENT OF TRANSPORTATION	C
REMARKS: (SEE B355841) AMENDMENT TO AIRPORT ZONING REG.						
CORRECTIONS: 'PARTY: DEPARTMENT OF TRANSPORTATION' ADDED ON 1990/05/25 BY LESLIE ROBERTSON.						
TB379984	1986/12/29	DECL SEC 22				C
REMARKS: NY64579						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
TR57844	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		<i>REMARKS: PEARSON AIRPORT ZONING REGULATION</i>				
AT4601553	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C
		<i>REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD</i>				
AT4601554	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C
AT4601555	2017/06/19	RESTRICTION-LAND		TERRANATA THE STEP INC.		C
		<i>REMARKS: THE REGISTERED OWNER OF THE LANDS DESCRIBED HEREIN, HEREBY APPLIES UNDER SECTION 118 OF THE LAND TITLES ACT FOR ENTRY OF THE FOLLOWING RESTRICTION : "NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECTION ABOVE, OR ANY PART THEREOF, SHALL BE REGISTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE CHIEF PLANNER, OR HIS/HER DESIGNATE, CITY OF TORONTO"</i>				
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		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
AT5323017	2019/12/18	CHARGE	\$15,600,000	5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
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		<i>REMARKS: AT5323017.</i>				
AT6579363	2024/05/27	CAUTION-LAND	\$2	5004591 ONTARIO INC.	LAKESHORE LUXE DESIGN AND BUILD GROUP INC.	

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PROPERTY DESCRIPTION: PT LT 2 PL 9059 NORTH YORK AS IN TB379983; TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 10306-0307

PIN CREATION DATE:

2002/07/29

OWNERS' NAMES

5004591 ONTARIO INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2002/07/29 **</p> <p>NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY</p>						
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NY579166	1970/07/20	BYLAW EX PART LOT				C
		REMARKS: BY-LAW NO. 23292				
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NY608306	1971/12/29	AGREEMENT			THE CORPORATION OF THE BOROUGH OF NORTH YORK	C
NY620929	1972/07/28	BYLAW				C
NY632269	1973/01/29	NOTICE			DEPARTMENT OF TRANSPORTATION	C
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TR57844	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
		<i>REMARKS: PEARSON AIRPORT ZONING REGULATION</i>					
AT4601553	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C	
		<i>REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD</i>					
AT4601554	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C	
AT4601555	2017/06/19	RESTRICTION-LAND		TERRANATA THE STEP INC.		C	
		<i>REMARKS: THE REGISTERED OWNER OF THE LANDS DESCRIBED HEREIN, HEREBY APPLIES UNDER SECTION 118 OF THE LAND TITLES ACT FOR ENTRY OF THE FOLLOWING RESTRICTION : "NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECTION ABOVE, OR ANY PART THEREOF, SHALL BE REGISTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE CHIEF PLANNER, OR HIS/HER DESIGNATE, CITY OF TORONTO"</i>					
AT4867240	2018/05/18	NOTICE		CITY OF TORONTO		C	
AT5125306	2019/05/01	TRANSFER	\$2,275,000	TERRANATA THE STEP INC.	5004591 ONTARIO INC.	C	
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
AT5323017	2019/12/18	CHARGE	\$15,600,000	5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C	
AT5323018	2019/12/18	NO ASSGN RENT GEN		5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C	
		<i>REMARKS: AT5323017.</i>					
AT6579363	2024/05/27	CAUTION-LAND	\$2	5004591 ONTARIO INC.	LAKESHORE LUXE DESIGN AND BUILD GROUP INC.		

PROPERTY DESCRIPTION: PT LT 22 CON 6 WYS TWP OF YORK AS IN NY735134; TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 10306-0336

PIN CREATION DATE:

2002/07/29

OWNERS' NAMES

5004591 ONTARIO INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2002/07/29 **</p> <p>NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY</p>						
NY632269	1973/01/29	NOTICE			DEPARTMENT OF TRANSPORTATION	C
<p>REMARKS: (SEE E355841) AMENDMENT TO AIRPORT ZONING REG.</p> <p>CORRECTIONS: 'PARTY: DEPARTMENT OF TRANSPORTATION' ADDED ON 1990/05/25 BY LESLIE ROBERTSON.</p>						
TR57844	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
<p>REMARKS: PEARSON AIRPORT ZONING REGULATION</p>						
AT4601553	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C
<p>REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD</p>						
AT4601554	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C
AT4601555	2017/06/19	RESTRICTION-LAND		TERRANATA THE STEP INC.		C
<p>REMARKS: THE REGISTERED OWNER OF THE LANDS DESCRIBED HEREIN, HEREBY APPLIES UNDER SECTION 118 OF THE LAND TITLES ACT FOR ENTRY OF THE FOLLOWING RESTRICTION : "NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECTION ABOVE, OR ANY PART THEREOF, SHALL BE REGISTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE CHIEF PLANNER, OR HIS/HER DESIGNATE, CITY OF TORONTO"</p>						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4867240	2018/05/18	NOTICE		CITY OF TORONTO		C
AT5125306	2019/05/01	TRANSFER	\$2,275,000	TERRANATA THE STEP INC.	5004591 ONTARIO INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
AT5323017	2019/12/18	CHARGE	\$15,600,000	5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
AT5323018	2019/12/18	NO ASSGN RENT GEN		5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
		REMARKS: AT5323017.				
AT6455828	2023/11/07	NOTICE	\$2	2478659 ONTARIO LTD.		C
		REMARKS: AMENDS AT5323017				
AT6579363	2024/05/27	CAUTION-LAND	\$2	5004591 ONTARIO INC.	LAKESHORE LUXE DESIGN AND BUILD GROUP INC.	

APPENDIX P

Date: November 26, 2025
Receiver TDB Restructuring Limited
Arif Dhanani

Final Discharge Statement

Loan No: 3782-21
Borrower(s): Conacher Kingston Holdings Inc
Property Address: 311 Conacher Drive, Kingston ON; 2849-2857 Islington Avenue, Toronto ON
Closing Date: November 28, 2025

Interest Rate:	9.75%	Principal Balance	\$	12,875,237.00
Maturity Date:	January 1, 2023	Property Tax:		
Payment Frequency:	Monthly	Escrow:		
Next Payment Due:	December 1, 2025	TOTAL PAYMENT:	\$	18,025,544.84

Principal Balance	\$	12,875,237.00
Trust Balance	\$	(650.00)
Interest in arrears	\$	4,151,580.11
Interest (Nov 1 - Nov 28, 2025)	\$	123,575.13
Overholding Fee (January 1, 2023 - November 28, 2025)	\$	756,493.15
Chargeback - Garfinkle Biderman LLP Invoice #INV01-10188, #INV01-10786, #INV01-1340:	\$	45,703.03
Chargeback - Garfinkle Biderman LLP Invoice #INV01-5566	\$	11,607.10
Chargeback - Garfinkle Biderman LLP Invoice #INV01-6577	\$	6,377.72
Chargeback - Garfinkle Biderman LLP Invoice #INV01-7515	\$	7,540.03
Garfinkle Biderman LLP Invoice #INV01-16881	\$	12,633.41
Eastmount Financial Consulting Ltd. Invoice #137	\$	11,653.13
Chargeback - Garfinkle Biderman LLP Invoice #INV01-19625	\$	18,315.78
Chargeback - Garfinkle Biderman LLP Invoice #INV01-21656	\$	4,879.25
Mortgage Statement Fee	\$	50.00
Discharge Fee	\$	550.00

Total amount required in wire funds (1:00 p.m. November 28, 2025) **\$ 18,025,544.84**

CONDITIONS

This statement is correct only if all payments have been made and honoured and is subject to the correction of any errors or omissions. Should this transaction not close prior to the next payment due date then this statement will be void and Cameron Stephens Mortgage Capital Ltd. will require the **November 30, 2025** payment made and a new statement requested.

Should the mortgage be in arrears, the "Principal Balance" will be as at the due date of the last paid installment. All taxes and other charges paid by us from the time of preparation to the closing date and not indicated on this statement, are the responsibility of the mortgagor.

Wire funds received after 1:00pm of the proposed discharge date will be subject to an additional daily interest charge of **\$4,576.86** and a daily overholding fee charge of **\$712.33**. If the proposed discharge date is on Friday, funds after 1:00pm will be subject to additional interest until the next business day.

It is the responsibility of your office to ensure that the appropriate discharge documents are prepared and forwarded to Cameron Stephens Mortgage Capital for execution. This includes any applicable PPSA discharge documentation.

This statement is valid up the last day of the current month of the expected payout date. Should the rate change prior to payout then this statement will be void and a new statement issued to reflect the change in the interest rate.

Yours truly,

Aaron Ameeriar
Aaron Ameeriar
Junior Analyst, Funding and Loan Administration

My Truong
My Truong
VP, Funding and Loan Administration

Vivian David
Vivian David
Manager, Funding and Loan Administration

APPENDIX Q

**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 NOVEMBER 25, 2025**

RECEIPTS

Advance from secured creditor	\$ 100,000
Forfeit deposit and extension fees - Lakeshore Lux	875,000
Interest	15,110
Total receipts	\$ <u>990,110</u>

DISBURSEMENTS

Repayment of advance from secured creditor	\$ 100,000
Interest paid on repayment of advance from secured lender	6,747
Possession	983
Landscaping and property attendances	28,226
Insurance	2,350
Commissions paid to listing agent	260,000
Receiver's fees and costs	151,847
Legal fees and disbursements	162,798
HST and PST paid	78,680
Other charges (filing fees, Ascend license fee, bank charges)	907
Total disbursements	\$ <u>792,538</u>

EXCESS OF RECEIPTS OVER DISBURSEMENTS

	\$ <u><u>197,573</u></u>
--	---------------------------------

APPENDIX R

**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 NOVEMBER 25, 2025**

RECEIPTS		<u>Notes</u>
Advance from secured creditor	\$ 500,000	1
Forfeited deposit from purchaser default	250,000	
Securities released by the City of Kingston	241,390	
Deposits released by Kingston Utilities	414,845	
Interest	8,067	
Insurance refund	482	
Total receipts	\$ <u>1,414,784</u>	
DISBURSEMENTS		
Insurance	\$ 370,279	
Possession	35,681	
Receiver's fees and costs	160,361	
Legal fees	140,019	
HST and PST paid	59,622	
Site Security and maintenance/landscaping	79,195	2
Other charges (filing fees, Ascend license fee, bank charges, courier)	816	
Total disbursements	\$ <u>845,971</u>	
EXCESS OF RECEIPTS OVER DISBURSEMENTS	\$ <u><u>568,813</u></u>	

Notes:

1. Funds borrowed by the Receiver from Cameron Stephens pursuant to Receiver's Certificates #1 and 2.
2. Includes the Receiver's agent's costs for attending at the site on a regular basis to secure homes, cut grass, remove boulders and garbage dumped on site as required by the City of Kingston.

APPENDIX S

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

AFFIDAVIT OF ARIF DHANANI

(Sworn November 26, 2025)

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 Fifth 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 Fifth 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 Toronto Property (as defined in the Fifth Report) from July 1, 2024 to October 31, 2025 (the “**Period**”). The total fees charged for the Period are \$119,776.50, plus disbursements of \$0 and HST of \$15,570.97 for a total of \$135,347.47. The average hourly rate charged during the Period was \$619.32.

5. The invoices are a fair and accurate description of the services provided and the amounts charged by the Receiver for the Period.

6. Attached hereto and marked as **Exhibit “B”** is a schedule summarizing the invoices in Exhibit “A”, the total billable hours charged, the total fees charged and the average hourly rate charged.

7. 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 November)
22, 2024, in accordance with O. Reg)
431/20, Administering Oath or)
Declaration Remotely.)
)



ARIF DHANANI



A Commissioner, etc.
Bryan Allan Kannerbaum,
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 26TH DAY OF NOVEMBER, 2025**



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

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited (formerly RSM Canada 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 August 6, 2024

Client File 16-002

Invoice TDB #6

No. 2408001

For professional services rendered with respect to the appointment of TDB Restructuring Limited (formerly RSM Canada Limited) as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period for the period July 1, 2024 to July 31, 2024.

Date	Professional	Description
7/2/2024	Arif Dhanani	Review and respond to letter from Khajerian Law; call with J. Mariott; update Receiver's court report for details related to accepted APS; email to J. Larry of Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland") re booking court date.
7/2/2024	Bryan Tannenbaum	Teams call with J. Marriott and A. Dhanani re status of offer and plan after due diligence complete.
7/3/2024	Arif Dhanani	Review of various emails from Paliare Roland re obtaining a court date.
7/4/2024	Arif Dhanani	Review and respond to email from V. David of Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens"); review and respond to email from City of Toronto re providing the Receiver with property tax information.
7/5/2024	Arif Dhanani	Review further emails from the City of Toronto re property taxes and reply thereto; call with A. Brown of Garfinkle Biderman LLP re property tax statements.
7/11/2024	Arif Dhanani	Amend Receiver's First Report to exclude particulars about possession and sale of Kingston Property and only deal with the Toronto Property; email to Paliare Roland with copy of draft report and questions regarding fees.
7/11/2024	Bryan Tannenbaum	Receipt and review of A. Dhanani draft court report for sale approval.
7/12/2024	Arif Dhanani	Review and respond to email from V. David re property taxes outstanding for the Islington Avenue property; forward emails from A. Brown to Cameron Stephens, including explanation of emails and attachments thereto with summary of outstanding property taxes; review and respond to email from Paliare Roland requesting copy of APS; draft Receiver's statement of receipts and disbursements, Receiver's fee affidavit and summary of fees for the first report to Court, update report.
7/15/2024	Arif Dhanani	Assemble appendices for Receiver's first report to the Court; email to Paliare Roland and B. Tannenbaum requesting comments on report; review of

Date	Professional	Description
		comments made by Paliare Roland and amend report as appropriate; review draft notice of motion and comment on same.
7/15/2024	Bryan Tannenbaum	Review draft report to court.
7/16/2024	Arif Dhanani	Review further comments from Paliare Roland re Receiver's First Report to Court and amend same as appropriate; finalize Receiver's First Report; Teams call with R. Shah to swear Receiver's fee affidavit; assemble appendices to First Report; final review of and execute report and send signed report with appendices and confidential appendices to Paliare Roland.
7/16/2024	Bryan Tannenbaum	Review draft notice of motion and report to court.
7/17/2024	Arif Dhanani	Review of mortgage statement to July 12, 2024 sent by Cameron Stephens; email to Cameron Stephens with regard to questions on the mortgage statement; review of Motion Record served by Paliare Roland re approval and vesting order; email to D. Nishimura with request to post on Receiver's website the Motion Record and additional materials not yet posted; review of email from M. Marchioni and forward same to Paliare Roland with comments, further emails to/from A. Brown in this regard; review of Paliare Roland email to M. Marchioni; review of amended and updated mortgage statement to July 18, 2024 from A. Mossman of Cameron Stephens and forward same to Paliare Roland; email exchange with Paliare Roland re confidential information, review of non-disclosure agreement sent by Paliare Roland and comment thereon; further emails to/from Paliare Roland.
7/17/2024	Donna Nishimura	Post documents to the client webpage on the TDB website.
7/17/2024	Bryan Tannenbaum	Receipt and review of Motion Record circulated to the service list by Paliare Roland; receipt and review of M. Marchioni email re opposition; review A. Dhanani email to lawyers; review J. Larry comments; review A. Dhanani comments; review A. Brown email re marshalling; receipt and review of J. Larry email responding to M. Marchioni.
7/18/2024	Arif Dhanani	Review of email from Tyr LLP to Paliare Roland re name of purchaser of Islington Property for purposes of vesting order; review and respond to email from M. Hang of Garfinkle Biderman; review and comment on Receiver's factum sent by Paliare Roland; review finalized factum and email to D. Nishimura with request to post same on Receiver's webpage.
7/18/2024	Donna Nishimura	Post document to the client webpage on the TDB website.
7/18/2024	Bryan Tannenbaum	Receipt and review of S. Sherrington of Tyr email confirming Execution Searches and name of purchaser; receipt and review of draft factum from J. Larry.
7/19/2024	Arif Dhanani	Review of letter from Crawley MacKewn Brush LLP; lengthy email to J. Larry in this regard; call with J. Larry.
7/19/2024	Bryan Tannenbaum	Receipt and review of Crawley MacKewn Brush LLP letter regarding its client's interest in Islington property sale proceeds; review A. Dhanani email with commentary on this letter re unsecured creditor only; receipt and review of Denis Litigation lawyer regarding court and distribution challenge; review J. Larry email with comments; review of A. Dhanani email with his comments.
7/21/2024	Bryan Tannenbaum	Review J. Larry draft letter to Mr. Taylor of Crawley MacKewn Brush LLP and response thereto.
7/22/2024	Arif Dhanani	Review and sign off on 3 non-disclosure agreements for parties requesting copies of confidential appendices to Receiver's Court report.
7/22/2024	Bryan Tannenbaum	Review J. Larry email with NDA's for signature.
7/23/2024	Arif Dhanani	Review emails from N. Avis and Paliare Roland re NDAs; sign and send to Paliare Roland 3 NDAs; review of email from P. Rooney forwarded by Paliare

Date	Professional	Description
		Roland and letter attached thereto; email to J. Marriott re meeting; review of email from J. Marriott and reply thereto; review of email from W. Greenspoon-Soer of Garfinkle Biderman to P. Rooney and D. Denis; call with K. Bonar of Cameron Stephens; review and respond to email from Garfinkle Biderman re commission statement and email to Colliers in this regard.
7/23/2024	Bryan Tannenbaum	Receipt and review of J. Larry email attaching letter from P. Rooney LL.B., representing AJGL Group to W. Greenspoon-Soer regarding subrogation issues on the sale of the property; receipt and review of J. Larry email attaching D. Denis email with proposed wording for the order approving the sale regarding rights to proceeds of sale; receipt and review of W. Greenspoon-Soer email with comments on wording; call from W. Greenspoon-Soer re Cameron Stephens call and position; receipt and review of W. Greenspoon-Soer email attaching her email to D. Denis and P. Rooney; receipt and review of J. Larry email with minor comments to the suggested wording for the Order.
7/24/2024	Arif Dhanani	Review of email from A. Marchioni re objection to additional paragraph in sale approval order; attend court hearing for sale approval and vesting order; emails from/to Colliers re commission statement; discussion with B. Tannenbaum re Vesting Order language; review Vesting Order; review email from J. Larry to the Court requesting amendment to Vesting Order.
7/24/2024	Bryan Tannenbaum	Receipt and review of several emails with draft approval and vesting order new paragraph; attend Court; subsequent email to J. Larry; receipt and review of J. Cavanagh Endorsement and Order.
7/25/2024	Arif Dhanani	Review of commission statement received from Colliers and forward same to A. Brown; call with B. Tannenbaum re Colliers Listing Agreement.
7/26/2024	Arif Dhanani	Email to D. Nishimura with copies of Orders and Endorsements of the Court and request to post same on Receiver's webpage; review and comment on statement of adjustments sent by Garfinkle Biderman; review and respond to email from Garfinkle Biderman re availability to sign closing documents.
7/26/2024	Bryan Tannenbaum	Receipt and review of Garfinkle Biderman email attaching draft statement of adjustments.
7/26/2024	Donna Nishimura	Post documents to the client webpage on the TDB website.
7/29/2024	Arif Dhanani	Virtual meeting with M. Lauriola of Garfinkle Biderman to go through closing documentation; sign closing documentation and send same to Garfinkle Biderman; review of email from Cameron Stephens re closing of Islington property; review of voicemail from A. Brown re closing status and respond thereto; emails to/from B. Tannenbaum re closing status.
7/29/2024	Jennifer Hornbostel	Prepare and post payment.
7/30/2024	Arif Dhanani	Call with M. Lauriola re closing and extension; provide instructions to M. Lauriola.
7/31/2024	Arif Dhanani	Review and respond to email from Colliers requesting update on closing of transaction for the Toronto Property.
		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	6.90	\$ 695	\$ 4,795.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	18.10	\$ 625	11,312.50
Jennifer Hornbostel/Donna Nishimura	Estate Administrator	0.80	\$ 150	120.00
Total hours and professional fees		<u>25.80</u>		\$ 16,228.00
HST @ 13%				2,109.64
Total payable				\$ 18,337.64



To TDB Restructuring Limited (formerly RSM Canada 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 September 16, 2024

Client File 16-002

Invoice TDB #7

No. 2409015

For professional services rendered with respect to the appointment of TDB Restructuring Limited (formerly RSM Canada Limited) as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period for the period August 1, 2024 to August 31, 2024.

Date	Professional	Description
8/1/2024	Arif Dhanani	Review of email from Garfinkle Biderman LLP re purchaser's agreement to payment of additional costs; draft summary email to Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens") on status of Islington Property sale.
8/2/2024	Arif Dhanani	Review of email from Cameron Stephens for call re status of Islington Property and schedule call; review of email from J. Marriott of Cameron Stephens re Cameron Stephens position on status of the Islington Property sale and respond to same; cancel scheduled call pursuant to instructions from Cameron Stephens.
8/6/2024	Arif Dhanani	Review of reactivation agreement for the Agreement of Purchase and Sale ("APS") for the Islington Property; email to Garfinkle Biderman with comment on same and Receiver's bank account details; call with M. Hang of Garfinkle Biderman to verbally confirm Receiver's account details; review of email from Garfinkle Biderman with status of Reactivation Agreement.
8/7/2024	Arif Dhanani	Review email from S. Keyzer of Colliers re status and closing documents; review emails and signed documents and respond to Colliers re same; review and sign reactivation agreement with potential purchaser; call with Cameron Stephens to discuss status of sale of Islington Property and closing.
8/9/2024	Arif Dhanani	Call with Garfinkle Biderman re delay in closing and discussion regarding terms of extension, if granted; review email from Garfinkle Biderman and respond thereto; review of email from A. Marchioni; review of email from J. Larry of Paliare Roland Rosenberg Rothstein LLP re update and respond thereto; review of email from Cameron Stephens; further email to Garfinkle Biderman.
8/9/2024	Jennifer Hornbostel	Post receipt for purchaser closing extension fee.
8/11/2024	Anne Baptiste	Prepare bank reconciliation for July 2024.
8/12/2024	Arif Dhanani	Call with A. Brown of Garfinkle Biderman re additional amount payable by potential purchaser; review of further email from Garfinkle Biderman re

Date	Professional	Description
		additional amount payable by potential purchaser and respond to same; review of voicemail from A. Brown.
8/13/2024	Arif Dhanani	Review and respond to email from Colliers with request for update on closing date for transaction with potential purchaser.
8/14/2024	Arif Dhanani	Review email from M. Hang with revival agreement for sale of the Islington Property, review agreement and email to M. Hang in this regard.
8/16/2024	Arif Dhanani	Review email from M. Lauriola of Garfinkle Biderman re purchaser inability to close, respond to M. Lauriola; review further email from M. Lauriola re comments from purchaser's counsel and respond thereto; update email to J. Marriott.
8/16/2024	Bryan Tannenbaum	Review A. Dhanani email responding to request for another extension; responding email sent; review A. Dhanani email on status update to J. Marriott; review M. Lauriola draft email response to purchaser's lawyer.
8/19/2024	Arif Dhanani	Review and respond to status update email from M. Lauriola; update discussion with B. Tannenbaum.
8/19/2024	Bryan Tannenbaum	Emails from M. Lauriola re purchaser request for extension; review A. Dhanani response.
8/20/2024	Arif Dhanani	Emails to/from Garfinkle Biderman and B. Tannenbaum re closing of transaction and amounts payable by potential purchaser.
8/21/2024	Arif Dhanani	Update emails to Cameron Stephens on status of closing; emails to/from Garfinkle Biderman re closing; review and respond to email from S. Sherrington of Tyr LLP.
8/21/2024	Bryan Tannenbaum	Various emails with Garfinkle Biderman regarding offer status and extension; email to Garfinkle Biderman re concerns; review A. Dhanani email to J. Marriott re status.
8/22/2024	Arif Dhanani	Call with Tyr; call with J. Marriott; email to B. Tannenbaum re status update from J. Wadden of Tyr; email to J. Wadden requesting status update; review and respond to email from J. Wadden; update email to Cameron Stephens.
8/22/2024	Bryan Tannenbaum	Receipt and review of email from S. Sherrington regarding a call to discuss closing delay; conference call with Tyr (S. Sherrington/J. Wadden) and A. Dhanani re closing funds and closing date passed, default of \$175K for interest and fees, etc., to secured lender outstanding; review A. Dhanani email to Tyr re status; A. Dhanani email to J. Marriott; review of J. Wadden response; receipt and review of S. Sherrington email re funding tomorrow; review A. Dhanani email to J. Wadden to send us information regarding closing.
8/23/2024	Arif Dhanani	Review and respond to email from S. Sherrington re closing of Islington Property; call with M. Lauriola; further email exchange with Tyr; review and respond to email from M. Lauriola; email to Tyr requesting update; follow up email to Tyr requesting response; review of reply from Tyr; review of email from Garfinkle Biderman; further emails to Tyr; update email to Cameron Stephens.
8/23/2024	Bryan Tannenbaum	Review A. Dhanani email to S. Sherrington re clarification on additional funding; review A. Dhanani email to Cameron Stephens and Garfinkle Biderman; review S. Sherrington response and A. Dhanani response thereto; call with A. Dhanani re status of closing and financing.
8/26/2024	Arif Dhanani	Email to B. Tannenbaum re next steps regarding sale of the Islington Property; call with A. Brown; call with M. Lauriola; email to J. Wadden re closing of transaction and terms of same; update email to J. Marriott; review and respond to email from J. Wadden; review of email from A. Brown to Corsianos Lee requesting assistance; call with Colliers re remarketing the Islington Property and schedule call to discuss next steps; review email from J. Wadden; review

Date	Professional	Description
		email from O. Houghting; call with A. Brown; call with Tyr, potential purchaser, B. Tannenbaum and Garfinkle Biderman; call with Garfinkle Biderman, J. Marriott and B. Tannenbaum.
8/26/2024	Bryan Tannenbaum	Receipt and review of A. Dhanani email on status of funding, closing, Colliers commission and advising secured creditor and respond thereto; email from J. Marriott; receipt and review of A. Dhanani email to J. Wadden re deadline; emails with J. Wadden and A. Dhanani; review emails between A. Brown and J. Wadden; review J. Wadden email introducing lender's lawyer; receipt and review of CO Capital emails; teams call with M. Hyman, J. Wadden, A. Brown, M. Lauriola and A. Dhanani re status of payment; teams call with A. Brown, M. Lauriola, J. Marriott and A. Dhanani re status and report on call with purchaser and his counsel.
8/27/2024	Bryan Tannenbaum	Receipt and review of A. Brown draft letter to J. Wadden; respond to approve same; telephone call with J. Wadden.
8/28/2024	Bryan Tannenbaum	Review email to S. Keyzer and his response to A. Dhanani.
8/30/2024	Arif Dhanani	Review of wire transfer details and invoice from Garfinkle Biderman; email to Garfinkle Biderman re invoice narratives/docket; review Receiver's account for receipt of funds and confirm same with Garfinkle Biderman; complete documentation to record deposit in Receiver's GL and send same to J. Hornbostel to record same.
8/30/2024	Bryan Tannenbaum	Review of Colliers email confirming release of email blast; review of Garfinkle Biderman invoice and dockets subsequently sent.
8/30/2024	Jennifer Hornbostel	Post receipt for purchaser extension fee and forfeit of deposit.
		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	6.90	\$ 695	\$ 4,795.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	12.90	\$ 625	8,062.50
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	0.40	\$ 150	60.00
Total hours and professional fees		20.20		\$ 12,918.00
HST @ 13%				1,679.34
Total payable				\$ 14,597.34



To TDB Restructuring Limited (formerly RSM Canada 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

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 Licensed Insolvency Trustee

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Date October 18, 2024

Client File 16-002

Invoice TDB #8

No. 2410016

For professional services rendered with respect to the appointment of TDB Restructuring Limited (formerly RSM Canada Limited) as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period for the period September 1, 2024 to September 30, 2024.

Date	Professional	Description
9/4/2024	Arif Dhanani	Review of email from March Law to J. Larry of Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland"); review MLS listings and Colliers' website; email to J. Larry with update on Islington Property sales process; update email to Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens"); review of responding email from J. Larry to March Law; email to J. Wadden of Tyr LLP re request for any update the Toronto Purchaser's ability to close the transaction with the Receiver.
9/4/2024	Bryan Tannenbaum	Review A. Dhanani email to J. Larry with responses to March Law's email; review of A. Dhanani email to J. Wadden re status of closing/financing by his client and court date; review J. Wadden response he will be back to us; telephone call with S. Keyzer of Colliers re commission status.
9/6/2024	Arif Dhanani	Review of Colliers update on remarketing efforts; call with B. Tannenbaum.
9/6/2024	Bryan Tannenbaum	Emails with J. Wadden re status of his clients offer; receipt and review of Colliers weekly marketing report.
9/9/2024	Bryan Tannenbaum	Email from J. Wadden re flow of funds to close the transaction; email from Colliers on status and forward J. Wadden's email.
9/11/2024	Bryan Tannenbaum	Colliers email re listing extension requirement; DocuSign listing extension agreement; telephone call with A. Brown of Garfinkle Biderman LLP re status.
9/16/2024	Anne Baptiste	Prepare August 2024 bank reconciliation.
9/17/2024	Arif Dhanani	Review and pay Paliare Roland invoice for professional services rendered re Islington Property.
9/17/2024	Jennifer Hornbostel	Prepare payment to Paliare Roland.
9/18/2024	Jennifer Hornbostel	Post transaction for payment to Paliare Roland in Receiver's GL.
9/20/2024	Bryan Tannenbaum	Various emails with M. Hyman of Lakeshore regarding status of financing; email from Colliers attaching weekly marketing report.

Date	Professional	Description
9/26/2024	Bryan Tannenbaum	Review of A. Dhanani email re City of Toronto; receipt and review of Colliers email attaching bid summary.
9/27/2024	Arif Dhanani	Review of offers and summary of same provided by Colliers in respect of the resale of the Islington Property; respond to Colliers' email.
9/27/2024	Bryan Tannenbaum	Receipt and review of A. Dhanani email to Colliers commenting on offers; email to M. Hyman of Lakeshore re status update.
9/30/2024	Arif Dhanani	Review of offers received for Islington Property and bid matrix sent by Colliers; review letter from Canada Revenue Agency ("CRA") re 5004591 Ontario Inc.; draft responding letter to CRA with appendices and fax same; review and respond to J. Marriott of Cameron Stephens re offers.
9/30/2024	Bryan Tannenbaum	Receipt and review of A. Holiff of Colliers email with updated offer summary; email to first purchaser (aborted); receipt and review of A. Dhanani email to J. Marriott.
		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	3.40	\$ 695	\$ 2,363.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	2.60	\$ 625	1,625.00
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	0.40	\$ 150	60.00
Total hours and professional fees		6.40		\$ 4,048.00
HST @ 13%				526.24
Total payable				\$ 4,574.24



To TDB Restructuring Limited (formerly RSM Canada Limited)
 Court-Appointed Receiver of
 2849, 2851, 2853, 2855 and 2857 Islington Avenue,
 Toronto, Ontario
 11 King Street West, Suite 700
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Date November 8, 2024

Client File 16-002

Invoice TDB #9

No. 2411008

For professional services rendered with respect to the appointment of TDB Restructuring Limited (formerly RSM Canada Limited) as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period for the period October 1, 2024 to October 31, 2024.

Date	Professional	Description
10/1/2024	Arif Dhanani	Call with J. Marriott of Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens") and B. Tannenbaum re bids for Islington Property and next steps; email to Colliers re offers; call with S. Keyzer of Colliers; review of email from Colliers and email to J. Marriott in this regard.
10/1/2024	Bryan Tannenbaum	Teams call with J. Marriott and A. Dhanani re offer summary; email from J. Marriott following his credit committee meeting; review of A. Dhanani email to Colliers regarding acceptance of offer; receipt and review of Colliers email re offeror's due diligence for 45 days; review of A. Dhanani email to J. Marriott re same; second email from Colliers re offeror agrees now to 30 days due diligence.
10/2/2024	Arif Dhanani	Review of revised offer from potential purchaser and email to Colliers with question regarding the closing date.
10/2/2024	Bryan Tannenbaum	Telephone call from party asserting a possible equitable interest in the Islington property; receipt and review of amended agreement.
10/3/2024	Arif Dhanani	Review and respond to emails from Colliers re closing date; email to B. Tannenbaum in this regard.
10/3/2024	Bryan Tannenbaum	Receipt and review of S. Keyzer email regarding purchaser's request for 60-day closing; review of A. Dhanani response; send my views; review Colliers email; review A. Dhanani comments and email.
10/4/2024	Bryan Tannenbaum	Various emails with Colliers regarding date of closing and revised offer terms; various email with Mr. M. Duensing, new lawyer for the original purchaser; response sent with copy to A. Brown of Garfinkle Biderman LLP and J. Larry of Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland") for additional response.
10/7/2024	Arif Dhanani	Review and respond to email from Pronto General Contractors re Islington Property grass; call with A. Brown re purchaser Agreement of Purchase and Sale ("APS") paragraph numbers all changed; email to Colliers in this regard; call with A. Brown; update APS for numbering issue; email to Colliers with updated

Date	Professional	Description
		APS and request for purchaser to insert contact information and sign off on Acknowledgement; review of updated APS from potential purchaser, sign same and send to Colliers.
10/7/2024	Bryan Tannenbaum	Receipt and review of D. Montgomery email to R. Taylor; receipt and review of A. Brown email to M. Duensing confirming first deal terminated and deposit forfeited; receipt and review of various emails with revised APS signed; review of J. Larry email regarding Mr. Rooney's position on distributions and also attaching Factum of 2478659 Ontario Ltd. filed by Starkman Lawyers; receipt and review of W. Greenspoon-Soer of Garfinkle Biderman email with comments on same.
10/8/2024	Bryan Tannenbaum	Email from S. Keyzer re purchaser asking about work orders; review response from A. Brown.
10/9/2024	Bryan Tannenbaum	Review of S. Keyzer email regarding deposit wired; receipt and review of A. Brown email confirming receipt of deposit.
10/10/2024	Arif Dhanani	Review of email from B. Tannenbaum re Islington Property; review response from A. Brown; email to B. Tannenbaum and A. Brown in this regard; review of letter drafted by Garfinkle Biderman and respond thereto with comments; review of emails between J. Larry and A. Brown; email to purchaser's agent with letter from Receiver's real estate counsel; review on authorization form to be signed by Receiver and email to Colliers in this regard; review and sign revised authorization form; call with S. Plos re same.
10/10/2024	Anne Baptiste	Prepare bank reconciliation for September 2024.
10/10/2024	Bryan Tannenbaum	Email to A. Brown and J. Larry regarding a draft letter to the Islington prospective purchaser regarding the new uncertainty of completing the transaction; receipt and review of A. Brown email with draft letter; review of A. Dhanani comments thereto and response sent; review of Colliers email re old development application documents for purchaser; review of J. Larry edits to the draft letter; review of letter from A. Dhanani sent to purchaser's agent.
10/11/2024	Arif Dhanani	Call with agent for prospective purchaser of the Islington Property re letter from Garfinkle Biderman; call with prospective purchaser; debrief call with B. Tannenbaum.
10/14/2024	Bryan Tannenbaum	Receipt and review of A. Dhanani email to our counsel attaching letter from the purchaser.
10/17/2024	Arif Dhanani	Review of email from potential purchaser; email to Garfinkle Biderman and Paliare Roland re same.
10/21/2024	Arif Dhanani	Call with J. Larry and A. Brown re response to potential purchaser email; review of J. Larry draft email responding to potential purchaser and comment thereon.
10/22/2024	Arif Dhanani	Review of follow up email from potential purchaser; review of email from J. Larry to potential purchaser in response to same.
10/25/2024	Bryan Tannenbaum	Review email from A. Brown regarding purchaser wanting to waive due diligence.
10/28/2024	Arif Dhanani	Review of email from potential purchaser re immediate waiver of due diligence condition; review of emails from A. Brown and J. Larry in this regard; email to Colliers re purchaser waiving condition and request to have completed and executed the appropriate documentation to support same; emails with Colliers re Conacher AVO and approval of payment of Colliers commissions on initial sale of Islington and respond thereto.
10/29/2024	Arif Dhanani	Review of executed waiver of due diligence condition forwarded by Colliers, compare same to due diligence condition in executed APS and email to Colliers in this regard; review of amended waiver of due diligence condition and email

Date	Professional	Description
		to Colliers in this regard; execute amended waiver and forward same to counsel with questions re court attendance; email exchange with Colliers re obtaining a court date.
10/29/2024	Bryan Tannenbaum	Receipt and review of S. Keyzer email attaching waiver from purchaser; review revised form; receipt and review of A. Dhanani email to counsel re proceeding to court to complete second offer.
10/30/2024	Arif Dhanani	Review of email exchange between J. Larry and potential purchaser re Court dates.
		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	6.50	\$ 695	\$ 4,517.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	10.30	\$ 625	6,437.50
Anne Baptiste	Estate Administrator	0.20	\$ 150	30.00
Total hours and professional fees		17.00		\$ 10,985.00
HST @ 13%				1,428.05
Total payable				\$ 12,413.05



To TDB Restructuring Limited (formerly RSM Canada 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
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Date December 18, 2024

Client File 16-002

Invoice TDB #10

No. 2412009

For professional services rendered with respect to the appointment of TDB Restructuring Limited (formerly RSM Canada Limited) as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period for the period November 1, 2024 to November 30, 2024.

Date	Professional	Description
11/1/2024	Arif Dhanani	Emails to/from B. Tannenbaum re Colliers.
11/4/2024	Arif Dhanani	Reconcile unpaid invoices of Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland"); complete documentation for Paliare Roland, Colliers and Garfinkle Biderman LLP invoices to be paid from former purchaser's deposit and draft emails re same to J. Hornbostel.
11/5/2024	Arif Dhanani	Review of invoices from Pronto General Contractors for landscaping pursuant to request from the City of Toronto and attendance at property with a potential purchaser; complete documentation to effect payment; email to J. Larry of Paliare Roland re J. Black's endorsement and order approving the Receiver's Second Report; reconcile Receiver's GL and complete interim statement of receipts and disbursements to November 5, 2024 for the Islington Property.
11/7/2024	Arif Dhanani	Email to Oracle RMS re renewal of insurance policy for Islington Ave. Property and payment of invoice for insurance premium; review and respond to Colliers re timing of payment of Colliers' invoice; further email to Oracle RMS re payment of insurance premium; emails to/from the City of Toronto re hoarding fencing replacement.
11/7/2024	Anne Baptiste	Prepare bank reconciliation for October 2024.
11/8/2024	Arif Dhanani	Review of email from Paliare Roland re sale approval hearing date for Islington Property; email to Colliers with same and request to advise potential purchaser; complete documentation for payment of insurance extension invoice and send same to J. Hornbostel with request to process cheque on November 11, 2024.
11/12/2024	Arif Dhanani	Email to Garfinkle Biderman re payment of amounts related to Islington Property and timing of same.
11/15/2024	Arif Dhanani	Review and respond to email from Paliare Roland re timing of completion of draft of the Receiver's third report to Court.
11/18/2024	Jennifer Hornbostel	Prepare payment to Pronto General Contractors.

Date	Professional	Description
11/19/2024	Arif Dhanani	Review supporting documentation and on-line payment to Paliare Roland completed by J. Hornbostel, approve same and pay invoices; email to Paliare Roland confirming payment; email to J. Hornbostel with payment confirmation to record same in Receiver's GL; review supporting documentation and on-line payment to Pronto General Contractors completed by J. Hornbostel, approve same and pay invoices; email to Pronto General Contractors confirming payment; email to J. Hornbostel with payment confirmation to record same in Receiver's GL; review supporting documentation and on-line payment to Garfinkle Biderman completed by J. Hornbostel, approve same and pay invoice; email to Garfinkle Biderman confirming payment; email to J. Hornbostel with payment confirmation to record same in Receiver's GL; draft portions of Receiver's Third Report.
11/19/2024	Jennifer Hornbostel	Prepare payments to Paliare Roland and Garfinkle Biderman; post payments to Colliers, Pronto General Contractors and Garfinkle Biderman.
11/20/2024	Jennifer Hornbostel	Prepare and post payment to Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens") and post payment to Paliare Roland.
11/20/2024	Arif Dhanani	Email exchange with Paliare Roland re outstanding invoices; review of email from Cameron Stephens with statement for payout of Receiver's borrowings on the Islington Property and questions regarding same, respond to Cameron Stephens in this regard; email to J. Hornbostel re completion of documentation supporting payment of Receiver's borrowings and setting up payment on the Receiver's on-line banking platform; drafting the Third Report of the Receiver, including review of invoices not previously taxed and fee summary.
11/20/2024	Bryan Tannenbaum	Receipt and review of A. Dhanani email to S. Hassan of Cameron Stephens re discharge statement.
11/21/2024	Arif Dhanani	Complete first draft of Receiver's Third Report, including statements of receipts and disbursements to November 20, 2024 for the Toronto Property; send draft report to Paliare Roland for comments.
11/22/2024	Arif Dhanani	Review of sworn fee affidavit and supporting invoices sent by Paliare Roland; email to Garfinkle Biderman with request to complete fee affidavit for inclusion in the Receiver's Third Report; review of affidavit of fees provided by Garfinkle Biderman; email to Cameron Stephens with question on payout statement; draft TDB fee affidavit, finalize appendices and send same to Paliare Roland for commissioning; call with A. Choudry to commission Receiver's fee affidavit; download appendices from Receiver's document management system and assemble same for Third Report.
11/22/2024	Bryan Tannenbaum	Receipt and review of A. Dhanani email attaching draft report and R&D.
11/25/2024	Arif Dhanani	Follow up email to Paliare Roland re comments on Receiver's Third Report; review comments from Paliare Roland on Third Report and incorporate same, as appropriate; review updated statement of amount owed to Cameron Stephens as at November 25, 2024, amend report to reflect same and update appendix to report; review of Paliare Roland fee affidavit and compare same to fee affidavit in the First Report, email to R. Shah of Paliare Roland in this regard; final review of Third Report, execute same, attach appendices and send same to R. Shah with copies of confidential appendices; review of Paliare Roland service email and motion record attached thereto; email to D. Nishimura to request that motion record and Receiver's Third Report be posted to the Receiver's website.
11/25/2024	Bryan Tannenbaum	Review of Motion material and Report sent to the service list.
11/26/2024	Donna Nishimura	Post Motion Record and Receiver's Third Report to the client webpage on the TDB website.
11/27/2024	Arif Dhanani	Review and respond to email from J. Larry re Cameron Stephens' payout statement.

Date	Professional	Description
11/28/2024	Bryan Tannenbaum	Receipt and review of D. Montgomery email to A. Brown of Garfinkle Biderman re Ancillary Order and Vesting Order; further email regarding purchaser name for title.
11/28/2024	Arif Dhanani	Review and respond to email from J. Larry with availability for a call; review of email exchange between Garfinkle Biderman and Paliare Roland; email to Colliers to reach out to purchaser for name of entity taking title to the Toronto property; review and respond to email from Colliers; review and respond to email from E. Terpselas on behalf of the Estate of Nicholas Kyriacopoulos.
11/29/2024	Arif Dhanani	Call with J. Larry and B. Tannenbaum re overholding fee charged by Cameron Stephens; review emails from Paliare Roland to purchaser of the Islington Property; review and respond to further email from Paliare Roland regarding closing date.
		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	1.80	\$ 695	\$ 1,251.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	17.50	\$ 625	10,937.50
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	1.30	\$ 150	195.00
Total hours and professional fees		20.60		\$ 12,383.50
HST @ 13%				1,609.86
Total payable				\$13,993.36



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 Court-Appointed Receiver of
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Date January 9, 2025

Client File 16-002

Invoice TDB #11

No. 2501003

For professional services rendered with respect to the appointment of TDB Restructuring Limited (formerly RSM Canada Limited) as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period December 1, 2024 to December 31, 2024.

Date	Professional	Description
12/2/2024	Arif Dhanani	Review of factum prepared by Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland") for sale approval hearing for the Toronto Property and comment on same; review of email forwarded by Colliers from purchaser's agent re closing date and respond thereto; forward email exchange with Colliers to counsel and Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens"); call with Toronto Purchaser re extension and terms thereof; email to Cameron Stephens in this regard, including recommendations on amount of extension fee and further deposit; review of responding record of the third mortgagee and related email from Paliare Roland; email to D. Nishimura with copy of Receiver's factum and request to post same on the Receiver's website; filing various emails.
12/2/2024	Donna Nishimura	Post Responding Record of 2478659 Ontario Ltd. and Factum of the Receiver to the client webpage on the TDB website.
12/2/2024	Bryan Tannenbaum	Review of the draft Factum to Court; review of Purchaser's email regarding name for title and vesting order purposes; review of A. Dhanani email to S. Keyzer of Colliers re not extending closing date; review of A. Dhanani email to J. Marriott of Cameron Stephens re same and possible terms for extension, if required; review of J. Marriott response; review of A. Dhanani email to purchaser re extension terms.
12/3/2024	Arif Dhanani	Review of email from D. Montgomery of Paliare Roland to purchaser requesting name of company to take title to the Islington Property; review of response from A. Anand; review email from prospective purchaser of the Islington Property with submission of late offer; review of email from Colliers with potential purchaser's request to attend at the Islington Property and respond thereto; call with Century 21; call with InterCity Realty; email to Colliers with instructions re InterCity Realty; email to Colliers with Receiver's position on late offers; call with J. Larry of Paliare Roland and D. Montgomery re late offers; draft confidential report to the Court and send same to J. Larry and D. Montgomery for comments; review comments from Paliare Roland and incorporate same, as

Date	Professional	Description
		appropriate, finalize report and appendices, sign report and assemble same and send to Paliare Roland for filing with the Court.
12/3/2024	Bryan Tannenbaum	Various emails with Toronto Purchaser regarding name of purchaser for vesting order; review of potential purchaser email re offer; review J. Larry email re new offer; review of A. Dhanani email to J. Larry re another report to court; review J. Larry email that he will bring to Judge's attention; review of D. Montgomery email to A. Brown of Garfinkle Biderman LLP with updated orders; A. Dhanani email to J. Larry re will call other prospective purchaser; receipt and review of S. Keyzer email attaching P. Rooney correspondence; review of A. Dhanani email to S. Keyzer; review email from A. Dhanani to S. Keyzer re yet another inquiry and need for Colliers to respond; review of A. Dhanani draft second supplement to third report sent to Paliare Roland; email comments on P. Rooney email to counsel; review of Paliare Roland comments to draft second supplement to third report; review of A. Dhanani response with comments on P. Rooney email; receipt and review of J. Larry email to the Court filing confidentially the second supplement to third report; receipt and review of D. Denis email with Affidavit of S. Kronenfeld; email same to S. Keyzer for comments re Colliers references in this affidavit; receipt and review of Supplementary Factum to service list; receipt and review of D. Denis email with J. Erhlick, realtor, affidavit; receipt and review of the factum and motion record submitted by Issam A. Saad and 2858087 Ontario Inc.; receipt and review of D. Denis email with amended Purchase Agreement; review of A. Dhanani email to P. Rooney.
12/4/2024	Arif Dhanani	Review materials filed by various parties on the eve of the sale hearing motion; attend hearing for sale approval motion for Islington Property; post-hearing call with J. Larry and B. Tannenbaum; review of various emails from counsel to the Toronto Purchaser; email to Colliers with request to return call; call with Colliers re sale value of individual homes and assessment thereof; call with Receiver's contractor re interior of homes; further call with Colliers; email to contractor re estimate to renovate houses.
12/4/2024	Bryan Tannenbaum	Receipt and review of J. Kulathungam of Teplitsky LLP email advising of his appearance for the prospective purchaser; forward emails to S. Keyzer for response on affidavit comments on Colliers; response from S. Keyzer; attend Court for sale approval of the Toronto Property and adjournment; debrief call with J. Larry and need for Colliers input; various emails from J. Kulathungam; response from J. Larry to J. Kulathungam; review of A. Dhanani email to Pronto General Contractors; receipt and review of Endorsement.
12/5/2024	Anne Baptiste	Prepare bank reconciliation for November 2024.
12/5/2024	Arif Dhanani	Call with Pronto General Contractors re renovating houses and costs therefor; call with Colliers; review of Colliers report and call with J. Larry re same; call with J. Larry re third supplement to Receiver's Third Report; send comments to Colliers; download and review pictures of interior of Islington Property houses; email exchange with R. Shah of Paliare Roland re access to data room; review of email from J. Larry re data room access; further call with J. Larry re Colliers report and comments thereon; email to Colliers in this regard.
12/5/2024	Bryan Tannenbaum	Various emails regarding new report to court regarding valuation of property and reason for approving accepted sale; various emails regarding inspection and D. Denis emails re client visit to property.
12/6/2024	Arif Dhanani	Review of Colliers amended report and send same to J. Larry; drafting Third Supplement to the Third Report, referencing various materials including affidavits, endorsements and reports; call with Paliare Roland and

Date	Professional	Description
		B. Tannenbaum; send first draft of report to Paliare Roland; review emails from Cameron Stephens; download appendices for report.
12/6/2024	Bryan Tannenbaum	Various emails regarding attendance at property by our contactor and D. Denis client; review of J. Larry email attaching D. Denis email increasing offer; attend teams call with J. Larry, R. Shah and A. Dhanani regarding report to court.
12/7/2024	Arif Dhanani	Review of comments from Paliare Roland on third supplement to the Third Report and incorporate same, as appropriate, address formatting issues, finalize and execute report and assemble appendices thereto; send to Paliare Roland report with appendices for service and confidential appendix for filing with the Court.
12/8/2024	Bryan Tannenbaum	Receipt and review of J. Larry email with revisions to the court report; email from J. Marriott re further offer; email to J. Marriott re meeting; receipt and review of Third Report circulated to the service list.
12/9/2024	Arif Dhanani	Call with Cameron Stephens and B. Tannenbaum; review of further affidavit of J. Erlick and forward same to Colliers; call with A. Brown re further offer and court hearing; call with Colliers re further affidavit of J. Erlick; review of email from Colliers and forward same to J. Larry; email to D. Nishimura with instructions on posting numerous documents to the Receiver's webpage in connection with the December 4, 2024 and December 10, 2024 hearing for the sale approval motion of the Toronto Property; review of the Aide Memoir of the Toronto Purchaser and forward same to D. Nishimura for posting on the Receiver's webpage.
12/9/2024	Bryan Tannenbaum	Teams call with J. Marriott, J. Izso and A. Dhanani re court sale approval status and various issues; receipt and review of J. Larry email attaching P. Rooney email with additional offer and confirmation of monies held in his trust account; receipt and review of D. Denis email attaching a further affidavit of J. Erlick; email from J. Larry re J. Kulathungam to make submissions; telephone call with J. Larry re status update; email from A. Dhanani with Colliers response to J. Erlick affidavit; receipt and review of Aide Memoire of J. Kulathungam; review of J. Larry email to W. Greenspoon-Soer of Garfinkle Biderman; review of draft orders sent to the service list; review of D. Denis email re trespass by his client; review of J. Larry email reporting on call with W. Greenspoon-Soer; receipt and review of D. Denis Aide Memoir.
12/10/2024	Arif Dhanani	Review Aide Memoir of AJGL Group Inc. and 1001079582 Ontario Inc. dated December 9, 2024; email to D. Nishimura with request to post same on Receiver's webpage; attend court hearing on sale approval motion for Islington Property; review of Aide Memoir of AJGL Group Inc. and 1001079582 Ontario Inc. dated December 10, 2024; review of Receiver's submissions in response to Aide Memoir of AJGL Group Inc. and 1001079582 Ontario Inc. dated December 10, 2024; email to D. Nishimura requesting that submissions be posted to Receiver's website.
12/10/2024	Donna Nishimura	Post Affidavit of Simion Kronenfeld, Supplementary Factum of the Receiver, Affidavit of Jamie Erlick, Motion Record of Issam A. Saad and 2858087 Ontario Inc., Factum of Issam A. Saad and 2858087 Ontario Inc., Second Affidavit of Simion Kronenfeld; Third Supplement to the Receiver's Third Report, Aide Memoir of Arjun Anand, in trust (the Toronto Purchaser), Affidavit of Jamie Erlick, Endorsement and Aide Memoir of AJGL Group Inc. and 1001079582 Ontario Inc. to the client webpage on the TDB website.
12/10/2024	Bryan Tannenbaum	Attend Court; debriefing call with J. Larry; receipt of D. Denis additional Aide Memoir.
12/11/2024	Arif Dhanani	Review of Endorsement of J. Black dated December 10, 2024 and discuss same with B. Tannenbaum; email to D. Nishimura with request to post Endorsement

Date	Professional	Description
		on Receiver's website; draft and send email to Colliers with copy of Endorsement and request to contact interested parties to advise that they are able to bid up to 5 pm on December 16, 2024; email to Cameron Stephens with copy of Endorsement and invite for call to discuss; call with Colliers; call with J. Marriott; review invoices submitted by Paliare Roland and supporting documentation for payment of same, pay invoices and send payment confirmation to J. Hornbostel and Paliare Roland; emails from/to J. Larry re discussion with counsel for the Toronto Purchaser and instructions to Colliers.
12/11/2024	Bryan Tannenbaum	Receipt and review of Endorsement; telephone call from J. Larry re same; discuss with A. Dhanani next steps; receipt and review of A. Dhanani email to Colliers; email responses from Colliers; teams call from J. Kulathungam and A. Dhanani re his client consideration of appeal; telephone call with J. Larry.
12/11/2024	Donna Nishimura	Post Endorsement and Receiver's Responding Submissions to Aide Memoir of AJGL Group Inc. and 1001079582 Ontario Inc. to the client webpage on the TDB website.
12/11/2024	Jennifer Hornbostel	Prepare payment to Paliare Roland.
12/12/2024	Arif Dhanani	Review and respond to question from Colliers re MLS listing; review of email from J. Larry re Toronto Purchaser and request and respond to J. Larry with questions.
12/12/2024	Bryan Tannenbaum	Various emails from Colliers regarding the MLS and new offer deadline per court Endorsement; receipt and review of J. Larry email attaching email from J. Kulathungam re seeking leave to appeal; various emails between Paliare Roland and TDB regarding how to proceed.
12/12/2024	Jennifer Hornbostel	Post payment to Paliare Roland; prepare payment to Pronto General Contractors.
12/13/2024	Arif Dhanani	Review and sign off on listing agreement amendment; review of email from P. Rooney; review of offer received from prospective purchaser; review of draft Notice of Appeal received from the Toronto Purchaser's counsel; call with B. Tannenbaum re same.
12/13/2024	Bryan Tannenbaum	Receipt and review of J. Larry email re await receipt of notice of appeal and then discuss how to proceed; receipt and review of J. Larry email to J. Kulathungam re appeal; receipt and review of J. Larry email attaching P. Rooney letter and revised offer; emails with J. Larry and A. Dhanani re same.
12/13/2024	Jennifer Hornbostel	Post payment to Pronto General Contractors.
12/16/2024	Arif Dhanani	Review of supplemental endorsement of Justice Black dated December 10, 2024; email to D. Nishimura with request to post supplemental endorsement on Receiver's website; review of additional offers received for the Toronto Property and emails with Paliare Roland and Garfinkle Biderman re same; review of notice of appeal filed by Toronto Purchaser.
12/16/2024	Donna Nishimura	Post Supplemental Endorsement to the client webpage on the TDB website.
12/16/2024	Bryan Tannenbaum	Receipt and review of Justice Black subsequent Endorsement; receipt and review of new offer from potential purchaser; discuss with A. Dhanani; receipt and review of Notice of Appeal; various emails re same with counsel; email from secured creditor re same and whether J. Black Order/ Endorsement is stayed.
12/17/2024	Arif Dhanani	Review and respond to various emails from Paliare Roland re appeal by Toronto Purchaser and stay; call with Cameron Stephens and B. Tannenbaum re appeal from endorsement/order of J. Black; review and respond to email from A. Brown re deposits received.
12/17/2024	Bryan Tannenbaum	Teams call with Cameron Stephens (J. Marriott/J. Izso) and A. Dhanani re status of appeal; review of Colliers bid summary.

January 9, 2025

TDB #11

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Date	Professional	Description
12/18/2024	Arif Dhanani	Review email from T. Mansour re client seeking to increase offer; review the Court's December 10, 2024 endorsement and forward same to Mr. Mansour with response to questions posed in his email.
12/19/2024	Arif Dhanani	Call with A. Brown re offers and deposits.
12/23/2024	Arif Dhanani	Review draft letter from Paliare Roland to counsel for A. Anand and respond to Paliare Roland re same.
12/23/2024	Bryan Tannenbaum	Receipt and review of R. Shah email with draft letter to J. Kulathungam; receipt and review of same to J. Kulathungam.
		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	19.70	\$ 695	\$ 13,691.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	30.10	\$ 625	18,812.50
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	2.40	\$ 150	360.00
Total hours and professional fees		52.20		\$ 32,864.00
HST @ 13%				4,272.32
Total payable				\$37,136.32

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited (formerly RSM Canada 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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Date February 13, 2025

Client File 16-002

Invoice TDB #12

No. 2502013

For professional services rendered with respect to the appointment of TDB Restructuring Limited (formerly RSM Canada Limited) as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period January 1, 2025 to January 31, 2025.

Date	Professional	Description
1/2/2025	Tanveel Irshad	Review the reports of the Receiver and draft S.246(2) report and statement of receipts and disbursements; email same to A. Dhanani.
1/3/2025	Tanveel Irshad	Review comments from A. Dhanani on S.246(2) report; finalize and assemble same for A. Dhanani's signature; email finalized report to J. Hornbostel to send to the Office of the Superintendent of Bankruptcy ("OSB").
1/3/2025	Arif Dhanani	Review of S.246(2) report drafted by T. Irshad, including statement of receipts and disbursements to December 22, 2024 ("R&D"); amend R&D and comment on report and send same to T. Irshad; finalize S.246(2) report, sign same and send to T. Irshad with request to send to the OSB; call with T. Irshad re R&D; review of email from the OSB; amend S.246(2) report for incorrect estate number and email to J. Hornbostel to re-fax report to the OSB.
1/3/2025	Jennifer Hornbostel	Fax S.246(2) report to the OSB.
1/11/2025	Anne Baptiste	Prepare bank reconciliation for December 2024.
1/14/2025	Arif Dhanani	File 2024 vacant home tax declarations for 2851, 2853, 2855 and 2857 Islington Avenue.
1/15/2025	Arif Dhanani	Return call from and leave message for A. Holiff of Colliers; call with A. Holiff re status of file.
1/16/2025	Arif Dhanani	Review of email from Garfinkle Biderman LLP to P. Rooney re requirement for replacement deposit cheque due to typographical error; review of response from P. Rooney to Garfinkle Biderman.
1/16/2025	Bryan Tannenbaum	Teams call with Cameron Stephens (J. Marriott/J. Izso) and A. Dhanani re status and requested Receiver's certificate borrowings; review of email from J. Kulathungam of Teplitsky LLP.
1/17/2025	Bryan Tannenbaum	Attend Zoom meeting requested by J. Kulathungam and J. Larry of Paliare Roland Rosenberg Rothstein LLP.
1/20/2025	Arif Dhanani	Review of January 17, 2025 email and attachment thereto from Teplitsky re appeal of Court decision of December 10, 2024.

Date	Professional	Description
1/20/2025	Donna Nishimura	Post Notice of Appeal of Arjun Anand to Receiver's webpage on the TDB website.
1/21/2025	Arif Dhanani	Call with J. Larry and B. Tannenbaum re Receiver's position on appeal; forward to J. Larry and B. Tannenbaum email to A. Brown of Garfinkle Biderman and copy of APS from potential purchaser re condition.
1/21/2025	Bryan Tannenbaum	Zoom call with J. Larry and A. Dhanani re his call from D. Denis regarding Receiver's position, if any, on the appeal.
1/22/2025	Arif Dhanani	Review of email from J. Marriot re Islington Property appeal and respond thereto, including review of J. Black's December 10, 2024 endorsement.
1/23/2025	Bryan Tannenbaum	Receipt and brief review of appeal materials circulated to the service list.
1/27/2025	Arif Dhanani	Brief review of Appellant's Appeal Book Compendium, Appellant's Appeal Record, Appellant's Factum and Book of Authorities of the Appellant served January 23, 2025 and email to D. Nishimura with instructions and request to post same on Receiver's webpage.
1/27/2025	Donna Nishimura	Post Appellant's Appeal Book Compendium, Appellant's Factum, Book of Authorities of the Appellant and Appellant's Appeal Record to the client webpage on the TDB website.
1/28/2025	Arif Dhanani	Call with A. Brown re status of appeal.
1/29/2025	Arif Dhanani	Review of email from P. Rooney re deposit.
		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	1.60	\$ 750	\$ 1,200.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	4.40	\$ 650	2,860.00
Tanveel Irshad	Associate	1.60	\$ 325	520.00
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	1.20	\$ 195	234.00
Total hours and professional fees		<u>8.80</u>		\$ 4,814.00
HST @ 13%				625.82
Total payable				\$ 5,439.82

*Annual increase in rates effective January 1, 2025.



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
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Date March 7, 2025

Client File 16-002

Invoice TDB #13

No. 2503008

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, 2025 to February 28, 2025.

Date	Professional	Description
2/3/2025	Arif Dhanani	Review October and December 2024 invoices from Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland") and email to J. Hornbostel with request to set up payment for same on the Receiver's on-line banking platform.
2/3/2025	Jennifer Hornbostel	Post payment to Paliare Roland.
2/9/2025	Anne Baptiste	Prepare bank reconciliation for January 2025.
2/12/2025	Arif Dhanani	Review of email and letter from Teplitsky LLP to Court of Appeal with pleading for expedited hearing; forward email and letter to Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens"); review email from the Court of Appeal and forward same to Cameron Stephens.
2/12/2025	Bryan Tannenbaum	Receipt and review of appellant submission to Court for expedited hearing; review Court response; review of J. Larry of Paliare Roland email re same.
2/13/2025	Arif Dhanani	Review and respond to email from J. Izso of Cameron Stephens; call with J. Izso; email to J. Izso with details of appeal and decision of the Court and related materials.
2/18/2025	Arif Dhanani	Review of further email from Teplitsky LLP to Court of Appeal.
2/19/2025	Arif Dhanani	Review and respond to emails from J. Izso re Court of Appeal email and Receiver's invoice.
2/19/2025	Bryan Tannenbaum	Receipt and review of the Court of Appeal email.
2/25/2025	Arif Dhanani	Review and respond to email from R. Shah of Paliare Roland re enquiries from interested party.
		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	0.50	\$ 750	\$ 375.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	1.70	\$ 650	1,105.00
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	0.30	\$ 195	58.50
Total hours and professional fees		<u>2.50</u>		\$ 1,538.50
HST @ 13%				200.01
Total payable				\$ 1,738.51

*Annual increase in rates effective January 1, 2025.

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
 Court-Appointed Receiver of
 2849, 2851, 2853, 2855 and 2857 Islington Avenue,
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Date April 11, 2025

Client File 16-002

Invoice TDB #14

No. 2504013

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, 2025 to March 31, 2025.

Date	Professional	Description
3/4/2025	Arif Dhanani	Calculation of payout estimate for Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens") pursuant to meeting with B. Tannenbaum.
3/6/2025	Arif Dhanani	Review Order of J. Black dated December 10, 2024 circulated to the service list; email to D. Nishimura with instructions to post Order on Receiver's webpage.
3/6/2025	Donna Nishimura	Post Order of the Court – Sales Process to Receiver's webpage on the TDB website.
3/6/2025	Bryan Tannenbaum	Receipt and review of J. Black sale process order dated December 10, 2024 (very late).
3/7/2025	Arif Dhanani	Brief review of Toronto Purchaser's Appeal Book and Compendium and Exhibit Book.
3/11/2025	Anne Baptiste	Prepare bank reconciliation for February 2025.
3/12/2025	Arif Dhanani	Review of email and invoice from Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland"), complete documentation for payment of invoice and send email to J. Hornbostel with request to set up payment on Receiver's on-line banking platform; review electronic payment set up by J. Hornbostel, pay invoice and send payment confirmation to J. Hornbostel for recording in Receiver's GL.
3/12/2025	Jennifer Hornbostel	Prepare payment to Paliare Roland.
3/13/2025	Jennifer Hornbostel	Post payment to Paliare Roland.
3/20/2025	Arif Dhanani	Review email from Colliers re expiry of MLS listing and email to B. Tannenbaum in this regard; respond to Colliers with instructions to let MLS listing expire.
3/20/2025	Bryan Tannenbaum	Email from Colliers re listing expiring; email from A. Dhanani and respond to let expire; review of A. Dhanani email to Colliers.
3/24/2025	Arif Dhanani	Brief review of factums, compendiums and books of authority of Isaam A. Saad and AJGL Group; email to D. Nishimura with request to upload documents for

Date	Professional	Description
		each party to the Receiver's webpage, including specification of sections for documents and titles of same.
3/24/2025	Bryan Tannenbaum	Receipt and review of D. Denis email attaching responding material, factum, book of authorities, etc.; receipt and review of B. Gifkins email re Factum, Compendium, and Book of Authorities of the Respondents Issam A. Saad and 2858087 Ontario Inc.
3/25/2025	Arif Dhanani	Email from/to D. Nishimura re uploading documents to Receiver's website; call with J. Izso of Cameron Stephens and B. Tannenbaum.
3/25/2025	Donna Nishimura	Post Factum of the Respondents AJGL Group Inc. and 1001079582 Ontario Inc., Compendium of the Respondents AJGL Group Inc. and 1001079582 Ontario Inc., Book of Authorities of the Respondents AJGL Group Inc. and 1001079582 Ontario Inc., Factum of the Respondents Isaam A. Saad and 2858087 Ontario Inc., Compendium of the Respondents Isaam A. Saad and 2858087 Ontario Inc. and Book of Authorities of the Respondents Isaam A. Saad and 2858087 Ontario Inc. to the Receiver's webpage on the TDB website.
3/31/2025	Arif Dhanani	Review draft factum of the Receiver sent by Paliare Roland; email to and discussion with B. Tannenbaum in this regard; email to Paliare Roland re factum; review email from J. Larry re factum and respond thereto.
3/31/2025	Bryan Tannenbaum	Receipt and review of R. Shah of Paliare Roland email attaching draft factum; discuss with A. Dhanani and approve edits.
		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	1.50	\$ 750	\$ 1,125.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	4.00	\$ 650	2,600.00
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	1.20	\$ 195	234.00
Total hours and professional fees		6.70		\$ 3,959.00
HST @ 13%				514.67
Total payable				\$ 4,473.67



To TDB Restructuring Limited
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Date May 15, 2025

Client File 16-002

Invoice TDB #15

No. 2505020

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 April 1, 2025 to April 30, 2025.

Date	Professional	Description
4/1/2025	Arif Dhanani	Call with J. Larry of Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland") and B. Tannenbaum re Receiver's factum and issues in connection with Court of Appeal; review email from K. Ples of Teplitsky LLP ("Teplitsky") re request for adjournment for Court of Appeal merits hearing to following week.
4/1/2025	Bryan Tannenbaum	Teams call with J. Larry and A. Dhanani regarding factum wording and our position on the appeal; receipt and review of J. Kulathungam of Teplitsky email with draft letter to Court of Appeal re moving date for hearing.
4/3/2025	Arif Dhanani	Review and respond to email from E. Terpselas on behalf of the Estate of Nicholas Kyriacopoulos requesting an update on the status of the sale of the Islington property.
4/4/2025	Arif Dhanani	Review of email from Teplitsky re Court of Appeal hearing date and letter attached thereto.
4/5/2025	Anne Baptiste	Prepare bank reconciliation for March 2025.
4/7/2025	Arif Dhanani	Review of email from J. Kulathungam to D. Denis re Court of Appeal hearing date.
4/9/2025	Arif Dhanani	Review of various emails from Teplitsky and Paliare Roland re Court of Appeal change in date of merits hearing; review of further email from K. Ples re Court of Appeal; review notice from the City of Toronto re Turfgrass and prohibited plants, send copy of notice and email to Pronto General Contractors re attendance at Islington Avenue property.
4/9/2025	Bryan Tannenbaum	Email from J. Kulathungam re court of appeal date.
4/10/2025	Arif Dhanani	Review of supporting documentation for payment of invoice from Paliare Roland, pay invoice and send payment confirmation to J. Hornbostel to record in Receiver's GL.
4/10/2025	Jennifer Hornbostel	Prepare and post payment to Paliare Roland.

Date	Professional	Description
4/11/2025	Bryan Tannenbaum	Review of Robins Appleby LLP email re not representing the Estate of Nicholas Kyriacopoulos.
4/15/2025	Arif Dhanani	Review email from J. Hornbostel re notice from the City of Toronto and email to Pronto General Contractors in this regard.
4/16/2025	Arif Dhanani	Reconcile Receiver's GL and complete statement of receipts and disbursements to April 15, 2025 for Islington Avenue and send same to J. Izso of Cameron Stephens Mortgage Capital Ltd.
4/23/2025	Arif Dhanani	Emails from/to Oracle RMS Insurance Brokers re renewal of insurance coverage for Islington property.
4/29/2025	Bryan Tannenbaum	Receipt and review of Factum of the Respondents, Issam A. Saad and 2858087 Ontario Inc.; receipt and review of Factum 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	1.30	\$ 750	\$ 975.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	3.00	\$ 650	1,950.00
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	0.60	\$ 195	117.00
Total hours and professional fees		<u>4.90</u>		\$ 3,042.00
HST @ 13%				395.46
Total payable				\$ 3,437.46



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 June 13, 2025

Client File 16-002

Invoice TDB #16

No. 2506022

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 May 1, 2025 to May 31, 2025.

Date	Professional	Description
5/1/2025	Arif Dhanani	Review of email from Court of Appeal re service in connection with Crawley McKewn Bush LLP.
5/2/2025	Arif Dhanani	Review of documentation served by Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland") in connection with appeal hearing; email to D. Nishimura with instructions to post documents on the Receiver's webpage in accordance with the Court's e-Service Protocol.
5/2/2025	Donna Nishimura	Post Book of Authorities of the Receiver (Appeal), Compendium of the Receiver (Appeal) and Factum of the Receiver (Appeal) to the client webpage on the TDB.
5/6/2025	Arif Dhanani	Review of tax collection notice from the City of Toronto re 2851 Islington Avenue; email to the City of Toronto Revenue Collections Department regarding stay of proceedings against 2849, 2851, 2853, 2855 and 2857 Islington Avenue.
5/6/2025	Anne Baptiste	Prepare bank reconciliation for April 2025.
5/12/2025	Arif Dhanani	Review of email from A. Carson re counsel slip for Court of Appeal.
5/12/2025	Bryan Tannenbaum	Receipt and review of D. Denis email re attending court in person.
5/13/2025	Arif Dhanani	Review of email from B. Tannenbaum to Paliare Roland re Court of Appeal hearing and response from R. Shah of Paliare Roland.
5/15/2025	Arif Dhanani	Review of invoices received from Pronto General Contractors for attendances at Islington Avenue property to re-secure site and landscaping work required by the City of Toronto, complete documentation for payment of same and send to J. Hornbostel with request to set up payment on the Receiver's electronic banking platform.
5/15/2025	Jennifer Hornbostel	Prepare and post payment to Pronto General Contractors.
5/16/2025	Arif Dhanani	Review of supplementary book of authorities of the appellant (Toronto Purchaser) and email to D. Nishimura to post same on the Receiver's website.
5/16/2025	Donna Nishimura	Post Supplementary Book of Authorities of the Appellant Served May 16, 2025 to the client webpage on the TDB website.

Date	Professional	Description
5/20/2025	Arif Dhanani	Review and respond to email from E. Terpselas re court hearing for Islington property.
5/20/2025	Jennifer Hornbostel	Prepare and mail cheque to Oracle RMS for insurance.
5/22/2025	Arif Dhanani	Email to J. Izso of Cameron Stephens Mortgage Capital Ltd. re appeal for the Islington property and next steps on how to proceed, including review of offers from the Court's auction process.
5/25/2025	Arif Dhanani	Correspond with Paliare Roland re Court of Appeal hearing link and update invite to B. Tannenbaum.
5/26/2025	Arif Dhanani	Attend Court of Appeal hearing.
5/26/2025	Bryan Tannenbaum	Attend Court of Appeal on appeal of sale order at Osgoode Hall Courts.
		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	3.10	\$ 750	\$ 2,325.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	5.20	\$ 650	3,380.00
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	1.20	\$ 195	234.00
Total hours and professional fees		<u>9.50</u>		\$ 5,939.00
HST @ 13%				772.07
Total payable				\$ 6,711.07



To TDB Restructuring Limited
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TDB Restructuring Limited
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info@tdbadvisory.ca
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 416-915-6228

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Date July 11, 2025

Client File 16-002

Invoice TDB #17

No. 2507010

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 June 1, 2025 to June 30, 2025.

Date	Professional	Description
6/2/2025	Arif Dhanani	Review and respond to email from E. Terpselas regarding Court of Appeal attendance on May 26, 2025.
6/3/2025	Arif Dhanani	Call with G. Abbiento of Pronto General Contractors ("Pronto") re invoices for landscaping work done at property pursuant to request from the City of Toronto, review invoices, complete documentation for payment of same and email to J. Hornbostel in this regard; review set up for on-line payment and pay invoices from Pronto, send payment confirmation to J. Hornbostel.
6/12/2025	Arif Dhanani	Review invoice from Pronto re landscaping of Islington property, complete documentation for same and send to J. Hornbostel to set up payment on Receiver's online banking platform; review documentation for payment of invoice from Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland"), pay invoice and send payment confirmation to J. Hornbostel to record same in Receiver's GL.
6/12/2025	Anne Baptiste	Prepare bank reconciliation for May 2025.
6/12/2025	Jennifer Hornbostel	Prepare and post payment to Paliare Roland and Pronto.
6/19/2025	Arif Dhanani	Call with J. Izso of Cameron Stephens Mortgage Capital Ltd. re status of Court of Appeal decision.
6/20/2025	Arif Dhanani	Review of invoice from Garfinkle Biderman and email to J. Hornbostel with request to prepare cheque for payment of same.
6/23/2025	Jennifer Hornbostel	Prepare payment to 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
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	1.30	\$ 650	\$ 845.00
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	0.70	\$ 195	136.50
Total hours and professional fees		2.00		\$ 981.50
HST @ 13%				127.60
Total payable				\$ 1,109.10

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
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 2849, 2851, 2853, 2855 and 2857 Islington Avenue,
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Date August 26, 2025

Client File 16-002

Invoice TDB #18

No. 2508029

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 July 1, 2025 to July 31, 2025.

Date	Professional	Description
7/15/2025	Arif Dhanani	Review and respond to email from E. Terpselas requesting update on Court of Appeal decision.
7/22/2025	Anne Baptiste	Prepare bank reconciliation for June 2025.
7/29/2025	Arif Dhanani	Review of three invoices from Pronto General Contractors ("Pronto") re attendance and maintenance of the site; complete supporting documentation for payment of same and send all to J. Hornbostel to set up payment on Receiver's electronic banking platform, pay invoices and send payment confirmation to J. Hornbostel.
7/29/2025	Jennifer Hornbostel	Prepare payment to Pronto.
7/30/2025	Arif Dhanani	Review email from the City of Toronto re breach of property complaints; email to Pronto with request to attend at site; respond to the City of Toronto.
7/30/2025	Jennifer Hornbostel	Post payment to Pronto.
		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	0.80	\$ 650	\$ 520.00
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	0.50	\$ 195	97.50
Total hours and professional fees		1.30		\$ 617.50
HST @ 13%				80.28
Total payable				\$ 697.78



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Date September 18, 2025

Client File 16-002
Invoice TDB #19
No. 2509023

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 August 1, 2025 to August 31, 2025.

Date	Professional	Description
8/1/2025	Arif Dhanani	Review of email from B. Tannenbaum re maintenance of Islington Property and respond thereto with details.
8/10/2025	Anne Baptiste	Prepare bank reconciliation for July 2025.
8/12/2025	Tanveel Irshad	Prepare S.246(2) notice and statement of receipts and disbursements and email same to A. Dhanani for review.
8/25/2025	Arif Dhanani	Complete documentation for payment of invoice from Pronto General Contractors ("Pronto") and send all to J. Hornbostel with request to set up payment on Receiver's on-line banking platform, make payment and send payment confirmation to J. Hornbostel to record same in Receiver's GL.
8/25/2025	Jennifer Hornbostel	Prepare and post payment to Pronto.
8/28/2025	Arif Dhanani	Review of Receiver's S.246(2) notice drafted by T. Irshad and statement of receipts and disbursements attached thereto, amend same, finalize, execute and send same to T. Irshad to send to the Office of the Superintendent of Bankruptcy ("OSB").
8/28/2025	Tanveel Irshad	Review changes to S.246(2) notice and arrange for same to be sent to the OSB.
8/29/2025	Arif Dhanani	Update call with B. Tannenbaum.
		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	1.30	\$ 650	\$ 845.00
Tanveel Irshad	Associate	0.70	\$ 325	227.50
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	0.60	\$ 195	117.00
Total hours and professional fees		2.60		\$ 1,189.50
HST @ 13%				154.64
Total payable				\$ 1,344.14

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
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 2849, 2851, 2853, 2855 and 2857 Islington Avenue,
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 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited
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 Toronto, ON M5H 4C7

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 416-575-4440
 416-915-6228

tdbadvisory.ca

Date October 10, 2025

Client File 16-002

Invoice TDB #20

No. 2510014

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 September 1, 2025 to September 30, 2025.

Date	Professional	Description
9/2/2025	Jennifer Hornbostel	Fax S.246(2) notice to the Office of the Superintendent of Bankruptcy.
9/7/2025	Anne Baptiste	Prepare bank reconciliation for August 2025.
9/16/2025	Bryan Tannenbaum	Receipt and review of J. Kulathungam of Teplitsky LLP email draft letter to Court of Appeal circulated to counsel; review of various responses from counsel.
9/17/2025	Arif Dhanani	Review of email and draft letter to Court of Appeal from Teplitsky LLP and emails from Garfinkle Biderman LLP and D. Denis in this regard.
9/24/2025	Arif Dhanani	Review invoices from Pronto General Contractors ("Pronto") re site maintenance and send same to J. Hornbostel to set up payment on Receiver's on-line banking platform.
9/24/2025	Jennifer Hornbostel	Prepare payment to Pronto.
9/25/2025	Jennifer Hornbostel	Post payment to Pronto.
		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	0.20	\$ 750	\$ 150.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	0.50	\$ 650	325.00
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	0.80	\$ 195	156.00
Total hours and professional fees		1.50		\$ 631.00
HST @ 13%				82.03
Total payable				\$ 713.03

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
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 416-575-4440
 416-915-6228

tdbadvisory.ca

Date November 24, 2025

Client File 16-002
Invoice TDB #21
No. 2511016

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 October 1, 2025 to October 31, 2025.

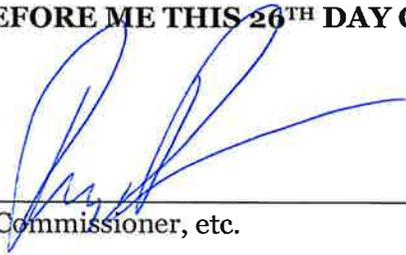
Date	Professional	Description
10/5/2025	Anne Baptiste	Prepare bank reconciliation for September 2025.
10/23/2025	Arif Dhanani	Review of email from G. Porco of Oracle RMS re renewal of insurance over Islington property and respond thereto.
10/24/2025	Arif Dhanani	Review of letter from P. Rooney; review of email from J. Larry of Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland"); review offer from P. Rooney's client; review of additional offers received during auction process; email responding to J. Larry with detailed comments on same.
10/24/2025	Bryan Tannenbaum	Zoom call with J. Kulathungam of Teplitsky LLP and J. Larry regarding J. Kulathungam's call from P. Rooney; receipt and review of J. Larry email attaching P. Rooney's letter; discuss with A. Dhanani; review of A. Dhanani email to J. Larry re same.
10/27/2025	Arif Dhanani	Review and respond to email from J. Larry re alternate potential purchaser of property; review of Court of Appeal decision; call with Paliare Roland, Garfinkle Biderman LLP and B. Tannenbaum re Court of Appeal decision and next steps; email to D. Nishimura with instructions to post Court of Appeal decision on Receiver's website; review of email from R. Shah of Paliare Roland to service list and potential purchasers re Court of Appeal decision and time period to submit further bids; review of letter from Paliare Roland to P. Rooney in response to October 24, 2025 letter and email to R. Shah in this regard.
10/27/2025	Donna Nishimura	Post Order of the Court of Appeal (Sales Process) to the client webpage on the TDB website.
10/27/2025	Bryan Tannenbaum	Receipt and review of J. Larry email attaching Ontario Court of Appeal decision; Teams call to discuss same with J. Larry, R. Shah, A. Brown of Garfinkle Biderman and A. Dhanani and next steps for 48 hours requirement; receipt and review of R. Shah email to service list/bidders circulating Court of Appeal Decision and advising of offers in 48 hours; receipt, review and approve R. Shah draft letter to P. Rooney; review of final letter to P. Rooney; review of P. Rooney letter response.

Date	Professional	Description
10/28/2025	Arif Dhanani	Review of letter from P. Rooney responding to Paliare Roland letter; review and respond to email from R. Shah re attendance at property by potential purchaser; contact Pronto General Contractors ("Pronto") re attendance at the property to remove boarding and supervise potential purchaser attendance; call with G. Abbiento of Pronto; email to R. Shah confirming timing of attendance and contact details for G. Abbiento; email to Colliers with copy of Court of Appeal Order and notice of further auction process to 12 pm on October 29, 2025.
10/28/2025	Bryan Tannenbaum	Receipt and review of R. Shah email re bidder wanting to attend site; emails to arrange same.
10/29/2025	Arif Dhanani	Review email from J. Larry with questions from agent for potential purchaser and respond thereto, including review of amount for property taxes outstanding and cooperating brokerage commissions based on listing agreement with Colliers; review of email from Teplitsky LLP forwarded by Paliare Roland and email from J. Larry in connection with same; email to Colliers requesting copies of further offers received, review response from Colliers and forward same to Paliare Roland and Garfinkle Biderman; review of further email from J. Larry and email to Colliers requesting that it contact a potential purchaser; review of letter from P. Rooney to Garfinkle Biderman and draft response thereto from A. Brown; call with Colliers to discuss offers; review of email from R. Shah with additional offer and forward same to Colliers.
10/29/2025	Bryan Tannenbaum	Various emails regarding status of offers as at noon deadline, including new offers, if any and deposits; receipt and review of J. Larry email forwarding J. Kulathungam's email regarding his client's firm offer not increased.
10/30/2025	Arif Dhanani	Call with Paliare Roland, Garfinkle Biderman and B. Tannenbaum re offers and next steps; execute offer from potential purchaser and send same to Paliare Roland and Garfinkle Biderman; email to S. Keyzer of Colliers re potential purchaser deposit and closing; review of email from A. Holiff of Colliers and respond thereto; email exchange with Colliers re scheduling call to discuss Receiver's position on potential purchaser; review of draft letter from Paliare Roland to P. Rooney and respond to Paliare Roland on same.
10/30/2025	Bryan Tannenbaum	Teams call with J. Larry, R. Shah, A. Brown and A. Dhanani to review offers and determine strategy; receipt and review of R. Shah draft letter to P. Rooney regarding Receiver's position; various emails with Colliers regarding status of Century 21 agent's client's offer.
10/31/2025	Arif Dhanani	Review of email from Oracle RMS re renewal of insurance coverage over the property.
		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	4.10	\$ 750	\$ 3,075.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	6.90	\$ 650	4,485.00
Anne Baptiste/Donna Nishimura	Estate Administrator	0.40	\$ 195	78.00
Total hours and professional fees		11.40		\$ 7,638.00
HST @ 13%				992.94
Total payable				\$ 8,630.94

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF ARIF DHANANI SWORN
BEFORE ME THIS 26TH DAY OF NOVEMBER, 2025**



A Commissioner, etc.

Bryan Allen Tannenbaum,
a Commissioner, etc., Province of Ontario,
for TDS 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 JULY 1, 2024 TO OCTOBER 31, 2025**

Invoice #	Invoice Date	Period	Hours	Fees	Disbursements	Subtotal	HST	Total	Average Hourly Rate
TDB #6	August 6, 2024	July 1, 2024 to July 31, 2024	25.8	\$ 16,228.00	\$ -	\$ 16,228.00	\$ 2,109.64	\$ 18,337.64	\$ 628.99
TDB #7	September 16, 2024	August 1, 2024 to August 31, 2024	20.2	12,918.00	-	12,918.00	1,679.34	14,597.34	639.50
TDB #8	October 18, 2024	September 1, 2024 to September 30, 2024	6.4	4,048.00	-	4,048.00	526.24	4,574.24	632.50
TDB #9	November 8, 2024	October 1, 2024 to October 31, 2024	17.0	10,985.00	-	10,985.00	1,428.05	12,413.05	646.18
TDB #10	December 18, 2024	November 1, 2024 to November 30, 2024	20.6	12,383.50	-	12,383.50	1,609.86	13,993.36	601.14
TDB #11	January 9, 2025	December 1, 2024 to December 31, 2024	52.2	32,864.00	-	32,864.00	4,272.32	37,136.32	629.58
TDB #12	February 13, 2025	January 1, 2025 to January 31, 2025	8.8	4,814.00	-	4,814.00	625.82	5,439.82	547.05
TDB #13	March 7, 2025	February 1, 2025 to February 28, 2025	2.5	1,538.50	-	1,538.50	200.01	1,738.51	615.40
TDB #14	April 11, 2025	March 1, 2025 to March 31, 2025	6.7	3,959.00	-	3,959.00	514.67	4,473.67	590.90
TDB #15	May 15, 2025	April 1, 2025 to April 30, 2025	4.9	3,042.00	-	3,042.00	395.46	3,437.46	620.82
TDB #16	June 13, 2025	May 1, 2025 to May 31, 2025	9.5	5,939.00	-	5,939.00	772.07	6,711.07	625.16
TDB #17	July 11, 2025	June 1, 2025 to June 30, 2025	2.0	981.50	-	981.50	127.60	1,109.10	490.75
TDB #18	August 26, 2025	July 1, 2025 to July 31, 2025	1.3	617.50	-	617.50	80.28	697.78	475.00
TDB #19	September 18, 2025	August 1, 2025 to August 31, 2025	2.6	1,189.50	-	1,189.50	154.64	1,344.14	457.50
TDB #20	October 10, 2025	September 1, 2025 to September 30, 2025	1.5	631.00	-	631.00	82.03	713.03	420.67
TDB #21	November 24, 2025	October 1, 2025 to October 31, 2025	11.4	7,638.00	-	7,638.00	992.94	8,630.94	670.00
TOTAL			193.4	\$ 119,776.50	\$ -	\$ 119,776.50	\$ 15,570.97	\$ 135,347.47	\$ 619.32

APPENDIX T

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 BEATRICE LOSCHIAVO
(Sworn November 22, 2024)

I, Beatrice Loschiavo, of the Town 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 February 24, 2024 to October 31, 2024. 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
Jeff Larry	\$950/hr	21.80	\$20,710.00
Ryan Shah	\$500/hr	11.20	\$5,600.00
Douglas Montgomery	\$550/hr	7.50	\$4,125.00
Meredith Francis	\$275/hr	0.30	\$82.50
Jacqueline Cummins	\$275/hr	1.00	\$275.00
Subtotal			\$30,792.50

4. Inclusive of HST and disbursements, the total amount of the Dockets are **\$34,795.53.**

SWORN remotely by Beatrice Loschiavo at)
the City of Toronto, in the Province of)
Ontario before me, on this 22nd day of)
November 2024 in accordance with O.)
Reg. 431/20, Administering Oath or)
Declaration Remotely)



A Commissioner for taking Affidavits

Atsheen Ahmad Chowdhury, a Commissioner, etc.
Province of Ontario, with a Student-at-Law
Expires May 2, 2026.



BEATRICE LOSCHIAVO

This is **Exhibit "A"**
Referred to in the Affidavit of Beatrice Loschiavo
Affirmed remotely before me this 22nd day of November 2024



A Commissioner for Taking Affidavits (or as may be)

Atshen Ahmad Chowdhury, a Commissioner, etc.
Province of Ontario, while a Student-at-Law
Expires May 2, 2025.

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
TDB Advisory
11 King St. W., Suite 700
Toronto, Ontario M5H 4C7

July 31, 2024
Invoice No.: 128790
Our File No.: 38743-102488

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending July 31, 2024:

OUR FEES	\$ 24,957.50
Total HST	<u>3,244.48</u>
INVOICE TOTAL	<u><u>\$ 28,201.98</u></u>

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:



Jeffrey Larry

Paliare Roland

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July 31, 2024
 Invoice No.: 128790
 Our File No.: 38743-102488

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending July 31, 2024:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
24/02/24	JL	Conference call with counsel, J. Berger and B. Tannenbaum; review materials and consider issues;	950.00	0.40	380.00
25/02/24	JL	Conference call with J. Wadden, B. Tannenbaum and J. Berger;	950.00	0.40	380.00
02/07/24	RS	Emails to court re. availability for hearing; email W. Greenspoon re. same;	500.00	0.50	250.00
03/07/24	RS	Email court re. hearing;	500.00	0.10	50.00
09/07/24	RS	Email receiver re. matter status;	500.00	0.10	50.00
10/07/24	JL	Meeting with R. Shah; discuss upcoming motion; working on security opinion;	950.00	0.80	760.00
10/07/24	RS	Meet with J. Larry re. security opinion; email clerks re. title searches; draft security opinion; review security documents;	500.00	0.80	400.00
11/07/24	MF	Review of email and reply; review of Order and run title searches;	275.00	0.30	82.50

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
12/07/24	JC	Emails with R. Shah; conducting corporate searches;	275.00	0.20	55.00
12/07/24	JL	Review and revise draft Orders; prepare motion materials;	950.00	0.80	760.00
12/07/24	RS	Draft notice of motion; draft security opinion; draft order;	500.00	2.00	1,000.00
15/07/24	JL	Review and revise receiver's report, Notice of Motion and Approval and Vesting Order; discussion with R. Shah;	950.00	1.40	1,330.00
15/07/24	RS	Email clerks re. searches for Islington debtor; review report; revise notice of motion for AVO; review Cameron Stephens' security; review previous and annotate previous invoices;	500.00	1.10	550.00
16/07/24	JL	Review draft Order; meeting with R. Shah to discuss issues and motion;	950.00	1.20	1,140.00
16/07/24	RS	Meet with J. Larry re. file;	500.00	0.10	50.00
16/07/24	RS	Send TDB website to creditor counsel;	500.00	0.10	50.00
16/07/24	RS	Prepare draft orders for AVO; email to C. Baumtrog re. formatting same; meet with J. Larry re. same; email client re. same; prepare factum; update service list; review and commission fee affidavit; emails to assistant re. motion record; commission affidavit of A. Dhanani;	500.00	2.30	1,150.00
17/07/24	JC	Conducting corporate searches; emails with R. Shah;	275.00	0.80	220.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
17/07/24	JL	Review and respond to correspondence from counsel; email correspondence with A. Dhanani; discussion internally re upcoming motion; drafting Non Disclosure Agreement; finalize draft of factum;	950.00	2.80	2,660.00
17/07/24	RS	Email assistant re. motion record; review same; draft security opinion; file confidential documents with court; draft factum;	500.00	0.90	450.00
18/07/24	JL	Revise and finalize factum;	950.00	0.70	665.00
18/07/24	RS	Draft security opinion;	500.00	2.60	1,300.00
19/07/24	DM	Call with J. Larry re file; research re marshalling; e-mail to J. Larry re same;	550.00	1.60	880.00
21/07/24	JL	Review and revise letter to counsel re marshalling and subordination; correspondence with A. Dhanani;	950.00	0.40	380.00
21/07/24	DM	Drafting letters to mortgagees re status of proceedings; edits to non-disclosure agreements; correspondence with J. Larry, client, mortgagees re same;	550.00	1.40	770.00
22/07/24	JL	Prepare for hearing; revise orders; calls with counsel; prepare further NDAs;	950.00	1.30	1,235.00
22/07/24	DM	Further modifications to non disclosure agreements; coordination of signing and counter-signing / distribution of agreements and confidential appendices;	550.00	1.90	1,045.00
23/07/24	JL	Prepare for motion; various calls with W. Greenspoon, D.	950.00	2.10	1,995.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		Denis, A. Marchioni and P. Rooney; calls and correspondence with Receiver;			
23/07/24	DM	Call with mortgagees re next steps and revisions to order; correspondence re hearing logistics; e-mails with J. Larry re same;	550.00	1.60	880.00
24/07/24	JL	Prepare for and attend on motion; calls with counsel; attend to issues re Order; calls with Receiver;	950.00	2.60	2,470.00
29/07/24	JL	Various issues following approval and sale; correspondence;	950.00	0.50	475.00
30/07/24	JL	Review correspondence; discussion with D. Montgomery; correspondence with A. Brown; correspondence with A. Dhanani re status of properties and sale;	950.00	0.60	570.00
30/07/24	RS	Email client re. letter from second mortgagee;	500.00	0.10	50.00
31/07/24	JL	Discussion with D. Montgomery; review and revise letter to counsel; review NDA;	950.00	0.30	285.00
31/07/24	JL	Correspondence with Garfinkle Biderman; correspondence with Receiver;	950.00	0.20	190.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Montgomery, Douglas (DM)	6.50	550.00	3,575.00
Shah, Ryan (RS)	10.70	500.00	5,350.00
Cummins, Jacqueline (JC)	1.00	275.00	275.00
Francis, Meredith (MF)	0.30	275.00	82.50
Larry, Jeffrey (JL)	16.50	950.00	15,675.00
	<u>35.00</u>		
 OUR FEES			\$ 24,957.50
HST at 13%			3,244.48
			<u> </u>
INVOICE TOTAL			<u><u>\$ 28,201.98</u></u>

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July 31, 2024
Invoice No.: 128790
Our File No.: 38743-102488

RE: Conacher (Islington)

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES	\$ 24,957.50
Total HST	<u>3,244.48</u>
INVOICE TOTAL	<u><u>\$ 28,201.98</u></u>

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

August 31, 2024
Invoice No.: 129369
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending August 31, 2024:

OUR FEES	\$ 3,110.00
Total HST	<u>404.30</u>
INVOICE TOTAL	<u><u>\$ 3,514.30</u></u>

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:



Jeffrey Larry

Paliare Roland

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August 31, 2024
 Invoice No.: 129369
 Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending August 31, 2024:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
06/08/24	JL	Correspondence with counsel re status of transaction;	950.00	0.20	190.00
09/08/24	JL	Correspondence re status of transaction;	950.00	0.20	190.00
12/08/24	JL	Correspondence with A. Dhanani; correspondence with A. Marchioni; discussions with R. Shah;	950.00	0.20	190.00
20/08/24	JL	Correspondence with A. Dhanani and counsel;	950.00	0.30	285.00
21/08/24	JL	Correspondence with A. Dhanani; correspondence with D. Montgomery;	950.00	0.30	285.00
21/08/24	JL	Correspondence with A. Dhanani; correspondence with R. Shah re status and next steps;	950.00	0.30	285.00
22/08/24	JL	Correspondence with D. Montgomery; review NDA; email correspondence with Receiver;	950.00	0.30	285.00
22/08/24	JL	Address issues with counsel regarding Confidentiality Agreement;	950.00	0.20	190.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
22/08/24	DM	Correspondence with J. Dunk re non-disclosure agreements;	550.00	0.30	165.00
26/08/24	JL	Review and respond to correspondence;	950.00	0.30	285.00
27/08/24	JL	Correspondence with A. Dhanani;	950.00	0.20	190.00
28/08/24	JL	Various correspondence with counsel, Receiver and R. Shah;	950.00	0.40	380.00
30/08/24	JL	Correspondence with A. Dhanani and R. Shah regarding status of transaction;	950.00	0.20	190.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Montgomery, Douglas (DM)	0.30	550.00	165.00
Larry, Jeffrey (JL)	3.10	950.00	2,945.00
	<u>3.40</u>		
OUR FEES			\$ 3,110.00
HST at 13%			404.30
INVOICE TOTAL			\$ 3,514.30

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August 31, 2024
Invoice No.: 129369
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

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OUR FEES	\$ 3,110.00
Total HST	<u>404.30</u>
INVOICE TOTAL	<u><u>\$ 3,514.30</u></u>

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TDB Restructuring Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

October 31, 2024
Invoice No.: 130878
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending October 31, 2024:

OUR FEES	\$ 2,725.00
Total HST	<u>354.25</u>
INVOICE TOTAL	<u><u>\$ 3,079.25</u></u>

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:



Jeffrey Larry

Paliare Roland

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October 31, 2024
 Invoice No.: 130878
 Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending October 31, 2024:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
04/09/24	JL	Discussion and correspondence with counsel;	950.00	0.30	285.00
12/09/24	DM	Review of file and draft materials; discussion with R. Shah re next steps for approval motion;	550.00	0.70	385.00
18/09/24	JL	Final revisions to report; discussion with R. Shah;	950.00	0.40	380.00
10/10/24	JL	Draft letter to purchaser; correspondence with TDB;	950.00	0.20	190.00
17/10/24	JL	Review letter from purchaser; correspondence with Receiver; correspondence with D. Montgomery regarding response to letter;	950.00	0.20	190.00
21/10/24	JL	Call with A. Dhanani; consider response and issues related to purchase of Islington;	950.00	0.30	285.00
23/10/24	JL	Discussion with Receiver about proposed offer and next steps;	950.00	0.50	475.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
29/10/24	JL	Review and consider next steps and waiver; email correspondence;	950.00	0.30	285.00
29/10/24	RS	Internal emails re. preparation for AVO hearing; amend service list;	500.00	0.20	100.00
30/10/24	RS	Email assistant re. coordinating hearing;	500.00	0.10	50.00
31/10/24	RS	Email J. Larry re. hearing for sale approval; email counsel re. same;	500.00	0.20	100.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Montgomery, Douglas (DM)	0.70	550.00	385.00
Shah, Ryan (RS)	0.50	500.00	250.00
Larry, Jeffrey (JL)	2.20	950.00	2,090.00
	<u>3.40</u>		

OUR FEES \$ 2,725.00
 HST at 13% 354.25

INVOICE TOTAL \$ 3,079.25

Paliare Roland

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October 31, 2024
Invoice No.: 130878
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

**REMITTANCE COPY
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OUR FEES	\$ 2,725.00
Total HST	<u>354.25</u>
INVOICE TOTAL	<u><u>\$ 3,079.25</u></u>

CAMERON STEPHENS MORTGAGE CAPITAL LTD.
Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

AFFIDAVIT OF BEATRICE LOSCHIAVO

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 U

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 BEATRICE LOSCHIAVO
(Sworn November 20, 2025)

I, Beatrice Loschiavo, of the Town 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, 2024 to October 31, 2025. 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
Jeff Larry	\$950/hr	35.40	\$34,950.00
Ryan Shah	\$500/hr	25.00	\$12,500.00
Douglas Montgomery	\$550/hr	20.50	\$11,307.50
Meredith Francis	\$275/hr	0.60	\$165.00
Pooja Patel	\$275/hr	2.90	\$797.50
Subtotal			\$59,720.00

4. Inclusive of HST and disbursements, the total amount of the Dockets are **\$69,387.43.**

SWORN remotely by Beatrice Loschiavo at)
the City of Toronto, in the Province of)
Ontario before me, on this 20th day of)
November 2025 in accordance with O.)
Reg. 431/20, Administering Oath or)
Declaration Remotely)



A Commissioner for taking Affidavits

Beatrice Loschiavo

BEATRICE LOSCHIAVO

This is **Exhibit "A"**

Referred to in the Affidavit of Beatrice Loschiavo
Affirmed remotely before me this 20th day of November 2025



A Commissioner for Taking Affidavits (or as may be)

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
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Toronto, ON M5V 3H1
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TDB Restructuring Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

November 30, 2024
Invoice No.: 131473
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending November 30, 2024:

OUR FEES	\$ 11,850.00
Total Disbursements subject to HST	213.12
Total HST	<u>1,568.21</u>
INVOICE TOTAL	<u><u>\$ 13,631.33</u></u>

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:



Jeffrey Larry

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November 30, 2024
Invoice No.: 131473
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending November 30, 2024:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
01/11/24	RS	Email assistant re. commercial list hearing request form;	500.00	0.10	50.00
07/11/24	RS	Email A. Dhanani re. hearing date;	500.00	0.10	50.00
08/11/24	JL	Prepare for motion;	950.00	0.60	570.00
11/11/24	RS	Review email from R. Sparano;	500.00	0.10	50.00
15/11/24	RS	Email client re. security package; review same;	500.00	0.30	150.00
18/11/24	RS	Email A. Dhanani re. report; draft opinion letter re. third mortgagee's security; research re. unregistered mortgage;	500.00	1.20	600.00
19/11/24	RS	Meet with J. Larry re. various issues for AVO and distribution;	500.00	0.30	150.00
21/11/24	RS	Email A. Dhanani re. report; email assistant re. fee affidavit;	500.00	0.10	50.00
22/11/24	RS	Email assistant re. fee affidavit; review fee affidavit; email clerks re. searches;	500.00	0.20	100.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		email A. Dhanani re. fee affidavit; email students re. commissioning fee affidavit;			
23/11/24	RS	Review and revise report;	500.00	0.50	250.00
24/11/24	JL	Review and revise Receiver's report and Notice of Motion;	950.00	1.60	1,520.00
24/11/24	RS	Draft notice of motion for AVO;	500.00	0.50	250.00
25/11/24	JL	Revisions to draft Order; correspondence;	950.00	0.40	380.00
25/11/24	RS	Emails re. report and record; review same;	500.00	0.50	250.00
26/11/24	DM	Review of status of file; review of motion record and monitor's report; correspondence with opposing counsel re NDAs;	550.00	1.40	770.00
27/11/24	JL	Review correspondence from N. Avis; consider issue re overholding fee; discussion with D. Montgomery; correspondence with A. Dhanani; revise orders	950.00	1.50	1,425.00
27/11/24	DM	Discussion with J. Larry; follow up instructions re additional searches; research re Interest Act issue; drafting AVO and ancillary order;	550.00	1.70	935.00
28/11/24	MF	Emails with D. Montgomery; pull various real estate reports, as requested;	275.00	0.60	165.00
28/11/24	JL	Discussions with D. Montgomery; correspondence with A. Dhanani; correspondence with counsel re closing issues;	950.00	0.60	570.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
28/11/24	DM	Correspondence re draft AVO and ancillary order;	550.00	0.50	275.00
29/11/24	JL	Call with Receiver; review and comment on supplementary report; discussion with D. Montgomery; consider issues re hearing;	950.00	1.10	1,045.00
29/11/24	DM	Drafting factum for approval motion; call with purchaser re corporation and extension; follow up correspondence with client re same; finalization of supplementary motion record; instructions to B. Loschiavo re service and filing of same;	550.00	3.90	2,145.00
29/11/24	RS	Call with D. Denis re. form of order; email J. Larry re. same;	500.00	0.20	100.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Montgomery, Douglas (DM)	7.50	550.00	4,125.00
Shah, Ryan (RS)	4.10	500.00	2,050.00
Francis, Meredith (MF)	0.60	275.00	165.00
Larry, Jeffrey (JL)	5.80	950.00	5,510.00
	<u>18.00</u>		

OUR FEES \$ 11,850.00
HST at 13% 1,540.50

Taxable Disbursements:

30/11/24 Online research Re: ESC Corp Search ESC Corp Search Voucher No. 37749 for Invoice No. 197829 issued by: (456)ESC Corporate Services Ltd 213.12
HST at 13% 27.71

INVOICE TOTAL**\$ 13,631.33**

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November 30, 2024
Invoice No.: 131473
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

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OUR FEES	\$ 11,850.00
Total Disbursements subject to HST	213.12
Total HST	<u>1,568.21</u>
INVOICE TOTAL	<u><u>\$ 13,631.33</u></u>

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TDB Restructuring Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

December 31, 2024
Invoice No.: 132243
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending December 31, 2024:

OUR FEES	\$ 25,515.00
Non Taxable Disbursements	339.00
Total Disbursements subject to HST	1,062.88
Total HST	<u>3,455.12</u>
INVOICE TOTAL	<u><u>\$ 30,372.00</u></u>

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:



Jeffrey Larry

Paliare Roland

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December 31, 2024
Invoice No.: 132243
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending December 31, 2024:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
01/12/24	JL	Revisions to factum; correspondence with D. Montgomery;	950.00	0.40	380.00
01/12/24	DM	Follow up research re forfeiture of deposits; drafting factum; e-mail to J. Larry re same; further revisions to factum; e-mail to client re same;	550.00	2.30	1,265.00
02/12/24	JL	Review and revise factum for hearing;	950.00	0.50	475.00
02/12/24	JL	Revise and revise letter to Stikeman; correspondence with D. Montgomery;	950.00	0.40	380.00
02/12/24	DM	Revisions to factum; instructions to B. Loschiavo re service of same; drafting letter re overholding fee; revisions and delivery of same;	550.00	1.50	825.00
03/12/24	JL	Discussion with D. Montgomery; draft supplemental factum on issue of late offers; prepare for hearing;	950.00	1.20	1,140.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
03/12/24	JL	Call with A. Dhanani; discussion internally;	950.00	0.60	570.00
03/12/24	DM	Follow up with purchaser; revisions to orders; e-mails with J. Larry re same; call with client; e-mails with opposing counsel; drafting supplemental factum;	550.00	3.60	1,980.00
04/12/24	JL	Prepare for and attend at hearing; calls with Receiver; internal discussions re next steps;	950.00	2.10	1,995.00
04/12/24	DM	Correspondence with purchaser's counsel; preparation for and attendance at hearing; follow up correspondence re same;	550.00	2.20	1,210.00
05/12/24	JL	Review and revise marketing report; discussion with A. Dhanani; internal meetings re motion; call with D. Denis; call with D. Montgomery;	950.00	2.20	2,090.00
05/12/24	RS	Email P Rooney re. data room;	500.00	0.20	100.00
06/12/24	JL	Call with D. Denis; correspondence with TDB; consider issues re motion; revise report;	950.00	0.50	475.00
06/12/24	RS	Meet with receiver to discuss hearing;	500.00	0.50	250.00
07/12/24	JL	Review and revise receiver's report;	950.00	1.40	1,330.00
07/12/24	RS	Revisions to supplemental report; serve same;	500.00	0.40	200.00
09/12/24	JL	Various calls with Receiver; calls with counsel; prepare for hearing;	950.00	2.40	2,280.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
09/12/24	RS	Email J. Larry re. NDA; send confidential appendix to counsel; upload materials to caselines; revise draft orders; serve and upload same;	500.00	0.70	350.00
10/12/24	JL	Prepare for and attend at continuation of hearing; calls with Receiver; discussions with R. Shah; call with purchaser's counsel;	950.00	1.80	1,710.00
10/12/24	RS	Research on right of redemption; prepare for and attend history; review aide memoire of AJGL;	500.00	2.40	1,200.00
11/12/24	RS	Review endorsement of Justice Black; email court re. same; email service list re. same;	500.00	0.30	150.00
12/12/24	JL	Discussions with Receiver regarding leave and next steps; research and conference with R. Shah;	950.00	0.60	570.00
12/12/24	DM	Research re appellate routes and stays; review of Black order; call with J. Larry; e-mails with J. Larry, R. Shah and client re next steps;	550.00	1.20	660.00
12/12/24	RS	Meet with J. Larry re. potential appeal; call with B. Tannenbaum re. same; review letter from counsel to Toronto purchaser; review bankruptcy appeal rules;	500.00	1.40	700.00
13/12/24	JL	Discussion and consideration re appeal issues;	950.00	0.70	665.00
13/12/24	DM	Review of Notice of Appeal; research re s. 193 of BIA; e-	550.00	0.90	495.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		mails with J. Larry and R. Shah re same;			
14/12/24	JL	Review and consider Notice of Appeal;	950.00	0.40	380.00
16/12/24	JL	Review Notice of Appeal and consider and discuss issues re: stay; correspondence re offers;	950.00	0.60	570.00
17/12/24	JL	Discussions re appeal; review summary of offers;	950.00	0.40	380.00
17/12/24	RS	Call with J. Wadden re. Islington hearing;	500.00	0.20	100.00
19/12/24	RS	Email client re. position on appeal;	500.00	0.10	50.00
20/12/24	RS	Draft letter to service list re. stay of order;	500.00	0.50	250.00
23/12/24	JL	Review and revise letter re stay; correspondence with R. Shah;	950.00	0.20	190.00
23/12/24	RS	Send letter re. stay pending appeal; call with W. Greenspoon re. appeal; email appellant's counsel re. same;	500.00	0.30	150.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Montgomery, Douglas (DM)	11.70	550.00	6,435.00
Shah, Ryan (RS)	7.00	500.00	3,500.00
Larry, Jeffrey (JL)	16.40	950.00	15,580.00
	<u>35.10</u>		

OUR FEES \$ 25,515.00
HST at 13% 3,316.95

Non Taxable Disbursements:

26/11/24 Filing Fee Re: Motion Recrd Voucher No. 37918 for Invoice No. 339.00
31132519 issued by: (130)CIBC

Taxable Disbursements:

28/11/24	Execution Searches Re: CSP Search Voucher No. 37922 for Invoice No. 6349358 issued by: (130)CIBC	265.13	
	Search Disbursement	<u>797.75</u>	
Total Disbursements			1,062.88
HST at 13%			<u>138.17</u>
INVOICE TOTAL			<u><u>\$ 30,372.00</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, 2024
Invoice No.: 132243
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES	\$ 25,515.00
Non Taxable Disbursements	339.00
Total Disbursements subject to HST	1,062.88
Total HST	<u>3,455.12</u>
INVOICE TOTAL	<u><u>\$ 30,372.00</u></u>

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TDB Restructuring Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

February 28, 2025
Invoice No.: 133598
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending February 28, 2025:

OUR FEES	\$ 3,952.50
Total HST	<u>513.83</u>
INVOICE TOTAL	<u><u>\$ 4,466.33</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

February 28, 2025
Invoice No.: 133598
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending February 28, 2025:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
17/01/25	JL	Call with Teplitskys re appeal;	1,050.00	0.20	210.00
21/01/25	JL	Call with TDB re appeal and next steps; discussion internally regarding factum;	1,050.00	1.10	1,155.00
21/01/25	DM	Preparation for and call with J. Larry re next steps;	575.00	0.70	402.50
21/01/25	RS	Meet with D. Montgomery re. appeal;	500.00	0.40	200.00
25/01/25	RS	Review rules re. appeal timelines;	500.00	0.10	50.00
28/01/25	RS	Review letter from J. Kulathungam; email to J. Larry re. same;	500.00	0.20	100.00
29/01/25	JL	Review email correspondence; correspondence with A. Dhanani;	1,050.00	0.20	210.00
31/01/25	RS	Various correspondence re. appeal; review email from P. Rooney;	500.00	0.20	100.00
04/02/25	RS	Emailing appellant's counsel;	500.00	0.10	50.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
12/02/25	JL	Discussion and email correspondence re status of appeal;	1,050.00	0.30	315.00
19/02/25	RS	Prepare draft order; emails to counsel re. same;	500.00	0.90	450.00
20/02/25	JL	Review draft Order;	1,050.00	0.20	210.00
20/02/25	RS	Draft order; correspondence re. same;	500.00	0.60	300.00
21/02/25	RS	Correspondence re. form of order;	500.00	0.20	100.00
24/02/25	RS	Email court re. order;	500.00	0.10	50.00
25/02/25	RS	Email A. Dhanani re. request from creditor counsel;	500.00	0.10	50.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Montgomery, Douglas (DM)	0.70	575.00	402.50
Shah, Ryan (RS)	2.90	500.00	1,450.00
Larry, Jeffrey (JL)	2.00	1,050.00	2,100.00
	<u>5.60</u>		

OUR FEES \$ 3,952.50
 HST at 13% 513.83

INVOICE TOTAL \$ 4,466.33

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

February 28, 2025
Invoice No.: 133598
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES	\$ 3,952.50
Total HST	<u>513.83</u>
INVOICE TOTAL	<u><u>\$ 4,466.33</u></u>

Paliare Roland

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TDB Restructuring Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

May 31, 2025
Invoice No.: 135603
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending May 31, 2025:

OUR FEES	\$ 13,517.50
Total Disbursements subject to HST	108.80
Total HST	<u>1,771.42</u>

INVOICE TOTAL \$ 15,397.72

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

May 31, 2025
 Invoice No.: 135603
 Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending May 31, 2025:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
01/04/25	JL	Call with TDB; discuss appeal issues;	1,050.00	0.30	315.00
01/04/25	PP	Finalizing factum for R. Shah;	275.00	1.90	522.50
20/05/25	JL	Meeting with R. Shah;	1,050.00	0.40	420.00
01/04/25	RS	Email P. Patel re. factum; prepare appeal book and compendium; review book of authorities;	500.00	0.60	300.00
09/05/25	JL	Correspondence with counsel re appeal issues; prepare for hearing;	1,050.00	0.90	945.00
03/04/25	JL	Correspondence with counsel; discussions with TDB; internal discussions;	1,050.00	0.30	315.00
09/04/25	RS	Email re. new court date;	500.00	0.10	50.00
05/05/25	JL	Correspondence re: appeal;	1,050.00	0.10	105.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
16/05/25	JL	Consider further materials; prepare;	1,050.00	0.40	420.00
28/04/25	PP	Finalizing factum footnotes and citations for R. Shah;	275.00	0.80	220.00
28/04/25	RS	Review and revise appeal factum; email assistant re. compiling compendium;	500.00	0.50	250.00
29/04/25	JL	Final review of Court of Appeal factum;	1,050.00	0.30	315.00
29/04/25	DM	Revisions to factum;	575.00	0.60	345.00
29/04/25	RS	Review and revise factum;	500.00	1.70	850.00
30/04/25	JL	Call with D. Rosenbluth;	1,050.00	0.30	315.00
30/04/25	PP	Updating factum for R. Shah;	275.00	0.20	55.00
05/05/25	RS	Email to J. Larry re. hearing;	500.00	0.10	50.00
09/05/25	RS	Email re. hearing;	500.00	0.10	50.00
12/05/25	RS	Email to B. Tannenbaum re. hearing;	500.00	0.10	50.00
16/05/25	RS	Review supplementary authorities;	500.00	0.10	50.00
20/05/25	RS	Meet with J. Larry re. appeal;	500.00	0.40	200.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
22/05/25	JL	Correspondence with counsel; discussion with R. Shah;	1,050.00	0.30	315.00
22/05/25	RS	Call with D. Denis re. appeal; email to J. Larry re. same;	500.00	0.10	50.00
23/05/25	JL	Prepare for appeal;	1,050.00	0.90	945.00
23/05/25	RS	Emails re. confidential appendix;	500.00	0.40	200.00
25/05/25	RS	Email to client re. hearing; prepare confidential appendices;	500.00	0.20	100.00
26/05/25	JL	Prepare for and attend on appeal;	1,050.00	4.30	4,515.00
26/05/25	RS	Prepare for and attend hearing;	500.00	2.50	1,250.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Patel, Pooja (PP)	2.90	275.00	797.50
Montgomery, Douglas (DM)	0.60	575.00	345.00
Shah, Ryan (RS)	6.90	500.00	3,450.00
Larry, Jeffrey (JL)	8.50	1,050.00	8,925.00
	<u>18.90</u>		

OUR FEES \$ 13,517.50
HST at 13% 1,757.28

Taxable Disbursements:

Cerlox and Binding	4.80	
Laser Copies	<u>104.00</u>	
Total Disbursements		108.80
HST at 13%		<u>14.14</u>

INVOICE TOTAL \$ 15,397.72

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

May 31, 2025
Invoice No.: 135603
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES	\$ 13,517.50
Total Disbursements subject to HST	108.80
Total HST	<u>1,771.42</u>
INVOICE TOTAL	<u><u>\$ 15,397.72</u></u>

Paliare Roland

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TDB Restructuring Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

October 31, 2025
Invoice No.: 139085
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending October 31, 2025:

OUR FEES	\$ 4,885.00
Total HST	<u>635.05</u>
INVOICE TOTAL	<u><u>\$ 5,520.05</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

October 31, 2025
Invoice No.: 139085
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending October 31, 2025:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
17/09/25	RS	Email re. security opinion; meet with J. Larry re. same;	500.00	0.30	150.00
17/09/25	RS	Email re. security opinion; meet with J. Larry re. same;	500.00	0.30	150.00
28/10/25	JL	Consider P. Rooney letter; internal discussions;	1,050.00	0.40	420.00
24/10/25	JL	Discussion with Receiver and counsel to consider upcoming release of decision and next steps; consider letter from P. Rooney;	1,050.00	0.40	420.00
24/10/25	RS	Review email re. offer;	500.00	0.10	50.00
27/10/25	JL	Review and consider decision; discussion with R. Shah; email correspondence;	1,050.00	0.60	630.00
27/10/25	RS	Review various materials re. offer withdrawal; review	500.00	1.70	850.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		decision; call re. same; various emails re. same;			
28/10/25	RS	Review letter from P. Rooney; email bidders; calls to T. Mansour; various emails re. same;	500.00	0.50	250.00
29/10/25	JL	Email correspondence re: sales process and next steps; internal discussion; review prior procedure and offers;	1,050.00	0.40	420.00
29/10/25	RS	Meet with J. Larry re. various issues; review letter from counsel to A. Anand; call to T. Mansour;	500.00	0.30	150.00
30/10/25	JL	Meeting with TDB re sales process; finalize letter to P. Rooney; review and consider next steps in sales process; conference with R. Shah;	1,050.00	0.90	945.00
30/10/25	RS	Meet with client re. bids; draft letter; emails re. same;	500.00	0.90	450.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Shah, Ryan (RS)	4.10	500.00	2,050.00
Larry, Jeffrey (JL)	<u>2.70</u>	1,050.00	<u>2,835.00</u>
	6.80		
 OUR FEES			\$ 4,885.00
HST at 13%			<u>635.05</u>
 INVOICE TOTAL			 <u><u>\$ 5,520.05</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

October 31, 2025
Invoice No.: 139085
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES	\$ 4,885.00
Total HST	<u>635.05</u>
INVOICE TOTAL	<u><u>\$ 5,520.05</u></u>

CAMERON STEPHENS MORTGAGE CAPITAL LTD.
Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

AFFIDAVIT OF BEATRICE LOSCHIAVO

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 V

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

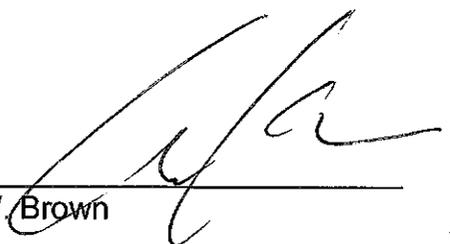
5. Inclusive of HST and disbursements, the total amount of the Dockets are \$14,078.20.

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 27th day of November, 2025)
)



 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

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

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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	3 of 4
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MR of the Receiver, P. 373

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

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Fax | 416.869.0547

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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.

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

TAB 3



TDB Restructuring Limited
Licensed Insolvency Trustee

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

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

tdbadvisory.ca

IN THE MATTER OF THE RECEIVERSHIP OF
311 CONACHER DRIVE, KINGSTON, ONTARIO AND
2849, 2851, 2853, 2855 AND 2857 ISLINGTON AVENUE, TORONTO, ONTARIO

THIRD REPORT OF THE RECEIVER

NOVEMBER 25, 2024

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

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1.0 INTRODUCTION

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on December 6, 2023, which order was effective December 22, 2023 (the “**Appointment Order**”), RSM Canada Limited was appointed receiver (the “**Receiver**”), without security, of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the “**Kingston Property**”) and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the “**Toronto Property**” and together with the Kingston Property, the “**Properties**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the “**Omnibus Order**”). A copy of the Omnibus Order is attached hereto as **Appendix “B”**.
3. On June 12, 2024, the Receiver entered into an agreement of purchase and sale for the Toronto Property (the “**Terminated APS**”) with Lakeshore Lux and Design Build Group Inc. (“**Lakeshore Lux**”), in trust for 1000944028 Ontario Inc. and sought an Order of the Court approving the transaction and vesting title to the Toronto Property in the purchaser (the “**Lakeshore Lux AVO**”). The Receiver set out in its report dated July 16, 2024 (the “**First Report**”) the Receiver’s marketing efforts and other details in connection with the sale process for the Toronto Property. On July 24, 2024, the Court granted, among other things, the Lakeshore Lux AVO. A copy of the First Report, without appendices, is attached hereto as **Appendix “C”**.
4. The transaction with Lakeshore Lux was scheduled to close on July 30, 2024. As set out in greater detail in the Receiver’s second report dated September 26, 2024 (the “**Second Report**”), after a series of extensions, Lakeshore Lux was unable to close the transaction. On August 27, 2024, the Receiver’s real estate counsel, Garfinkle Biderman LLP, wrote to counsel for Lakeshore Lux to advise that the transaction had been terminated and the deposit paid by Lakeshore Lux, including various extension fees, had been forfeited. The Receiver had its real estate Broker, Colliers Macaulay Nicholls Inc., Brokerage (“**Colliers**”) re-market the Toronto Property for sale. A copy of the Second Report, without appendices, is attached hereto as **Appendix “D”**.

5. On August 13, 2024, the Receiver entered into an agreement of purchase and sale with respect to the Kingston Property (the “**Kingston APS**”). The Receiver sought, among other things, an approval and vesting order in respect of the sale of the Kingston Property (the “**Kingston AVO**”) and the matter was heard on October 9, 2024. On October 31, 2024, the Court released its endorsement (the “**October 31st Endorsement**”) and granted the Kingston AVO. A copy of the October 31st Endorsement and the Kingston AVO are attached hereto, together, as **Appendix “E”**.
6. The Receiver retained the firm of Paliare Roland Rosenberg Rothstein LLP (“**Paliare Roland**”) as the Receiver’s independent legal counsel. The Receiver retained the firm of Garfinkle Biderman LLP (“**Garfinkle Biderman**”) as the Receiver’s real estate counsel.
7. Terms not defined herein are defined in the First Report and the Second Report.
8. The Appointment Order, together with Court documents related to the receivership proceeding, has been posted on the Receiver’s website, which can be found at <https://tdbadvisory.ca/insolvency-case/311-conacher-drive-kingston-ontario2849-2851-2853-2855-and-2857-islington-avenue-toronto-ontario/>.

1.1 Purpose of Report

9. The purpose of this third report to Court (the “**Third Report**”) is to:
 - (a) provide the Court with an update on the sale of the Kingston Property;
 - (b) specifically with respect to the Toronto Property:
 - i. report to the Court on the results of the re-marketing of the Toronto Property and subsequent offers received for same;
 - ii. provide to the Court support for the relief sought by the Receiver, namely the request for an approval and vesting order in respect of the Toronto Property, and the sealing of certain confidential information pending completion of the sale transaction for the Toronto Property. In addition to the information contained herein for the benefit of the

creditors of the Respondents and other stakeholders, the Third Report is also intended to provide the Court with the following confidential information, for which a sealing Order is sought:

1. a summary of the terms of all offers received for the Toronto Property based on the re-marketing of same;
 2. an unredacted copy of the executed Agreement of Purchase and Sale for the Toronto Property dated September 26, 2024 (the “**Toronto APS**”) between the Receiver and the purchaser of the Toronto Property, or its permitted assignee or as it may direct, as purchaser (the “**Toronto Purchaser**”);
- iii. provide the Court with information relating to the Receiver’s Borrowings Charge;
 - iv. provide the Court with information relating to the secured creditors in respect of the Toronto Property;
- (f) provide the Court with a summary of the Receiver’s cash receipts and disbursements in respect of the Toronto Property for the period December 22, 2023 to November 20, 2024 (the “**Toronto Property Interim R&D**”);
- (g) provide the Court with a summary of the Receiver’s cash receipts and disbursements in respect of the Kingston Property for the period December 22, 2023 to November 20, 2024 (the “**Kingston Property Interim R&D**”);
- (h) request that the Court grant orders:
- iii. approving the Third Report and the activities of the Receiver set out herein;
 - iv. authorizing and directing the Receiver to enter into and carry out the terms of the Toronto APS, together with any further amendments thereto deemed necessary by the Receiver in its sole opinion, and vesting title to the Toronto Property in the Toronto Purchaser upon the

closing of the purchase and sale transaction contemplated in the Toronto APS;

- v. approving the Proposed Interim Distribution of Proceeds from the sale of the Toronto Property;
- vi. sealing Confidential Appendices 1 and 2; and
- vii. approving the fees and disbursements of the Receiver and of the Receiver's independent and real estate counsel.

1.2 Terms of Reference

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

2.0 KINGSTON PROPERTY UPDATE

12. As set out in the Second Report, the Receiver entered into a purchase and sale agreement with 2349891 Ontario Inc. (the "**Kingston Purchaser**") and the Court issued the Kingston AVO.

13. Pursuant to the terms of the Kingston APS, closing of the transaction was to occur on the later of: (i) three (3) days immediately following the issuance of the Kingston AVO, or the next business day, as applicable; or (ii) October 2, 2024, or such other date as the parties may mutually agree upon. The Receiver agreed with the Kingston Purchaser to closing the transaction for the Kingston Property on November 20, 2024.
14. On November 20, 2024, the Kingston Purchaser advised that it required a 45-day extension to close the transaction. After some negotiation with the Kingston Purchaser, the Receiver agreed to an extension to January 6, 2025 on the basis that an additional deposit of \$500,000 towards the purchase price would be paid by the Kingston Purchaser by noon on November 27, 2024.
15. The second mortgagee, 2462686 Ontario Inc. (“**246**”) has not yet provided the Receiver with its security documentation as at the date of this report and as a result, counsel for the Receiver has been unable to complete its opinions on the validity, enforceability and priority of 246’s charge against the Kingston Property.
16. The third mortgagee, 2478659 Ontario Ltd. (“**247**”), has recently provided the Receiver with its security documentation. The Receiver’s counsel is currently reviewing the documentation provided by 247.

3.0 RE-MARKETING AND SALE OF THE TORONTO PROPERTY

17. After the Receiver terminated the Terminated APS, the Receiver requested that Colliers re-market the Toronto Property. The details of the remarketing and sale of the Toronto Property are described below.

3.1 Toronto Property

3.1.1 Re-marketing process

18. On August 29, 2024, the MLS listing for the Toronto Property was changed from sold firm back to available and Colliers sent out an e-mail blast to its database of approximately 3,000 parties.

19. Colliers also contacted all previous bidders and those that signed a confidentiality agreement and had access to Colliers' data room to advise that the Toronto Property was back on the market.
20. With the concurrence of the Receiver, Colliers set a bid deadline date of September 26, 2024 at 3:00 pm.

3.1.2 Offers received

21. Colliers did not receive any additional signed confidentiality agreements from new parties with interest in the property for access to Colliers' data room.
22. On September 26, 2024, Colliers received two (2) offers and one (1) letter of intent for the Toronto Property. A subsequent offer was received on September 28, 2024. The Receiver reviewed the offers from Colliers' re-marketing process with Cameron Stephens, in its capacity as secured lender and mortgagee of the Toronto Property. Based on the offers submitted on September 26, 2024 and the offer submitted on September 28, 2024, the Receiver determined that the offer from the Toronto Purchaser, which was received on September 26, 2024, was the highest and best available offer given, among other things, current market conditions, and should be accepted. A summary of the offers received for the Toronto Property will be filed with the Court as **Confidential Appendix "1"**, under seal.
23. On October 7, 2024, the Receiver and the Toronto Purchaser entered into the Toronto APS. The Toronto APS was conditional on the Toronto Purchaser's due diligence, which condition was to be waived or satisfied by November 6, 2024.
24. On October 27, 2027, the Toronto Purchaser indicated that it was waiving its due diligence condition. On October 29, 2024, both the Toronto Purchaser and the Receiver executed a waiver formalizing same.

3.1.3 The agreement of purchase and sale

25. Salient terms of the Toronto APS and matters relating thereto include:
 - (a) the purchased assets include the Toronto Property;

- (b) the deposit to be provided under the Toronto APS has been received from the Toronto Purchaser;
 - (c) the offer is firm as the Toronto Purchaser has waived all conditions to closing except the issuance of the AVO (as defined below);
 - (d) the Toronto APS is conditional on Court approval and the issuance of an order vesting the Purchased Assets in the Toronto Purchaser free and clear of claims and encumbrances, other than those specifically itemized in the APS (the “**AVO**”);
 - (e) the Toronto Purchaser is buying the Toronto Property on an “as is, where is” basis; and
 - (f) closing of the sale provided for in the APS is scheduled to occur within 10 business days immediately following the date on which the AVO is granted, or the next business day or such other date as the Receiver and the Toronto Purchaser may mutually agree upon.
26. A copy of the Toronto APS, with the purchase price and deposit amount redacted, is attached hereto as **Appendix “F.”** An unredacted copy will be filed as **Confidential Appendix “2”** with the Court, under seal.

3.1.4 Toronto Property sale approval

27. The Receiver believes that the re-marketing process undertaken by Colliers and the Receiver was appropriate. The Sale Process allowed for sufficient exposure to market for the Toronto Property for the following reasons, among others:
- (a) during the initial sales process for the Toronto Property:
 - i. notice of the sale was sent to approximately 3,000 parties;
 - ii. the Toronto Property was listed for sale on MLS for a period of approximately 10 weeks; and
 - iii. the Toronto Property was listed on Colliers’ website.

- (b) during the re-marketing of the Toronto Property:
 - i. Colliers sent an email blast to the same 3,000 parties;
 - ii. the Toronto Property was re-listed for sale on MLS for a 4-week period;
 - iii. the Toronto Property was re-listed on Colliers's website; and
 - iv. Colliers reached out to all parties that had executed a confidentiality agreement and to the parties that submitted offers during the initial listing.
- 28. Accordingly, based on the above, the Receiver is of the view that the market was widely canvassed and given the length of time on the market, it is unlikely that exposing the Toronto Property to the market for additional time will result in a superior transaction than the one contemplated by the Toronto APS.
- 29. The Receiver recommends the approval of the Toronto APS by the Court. The transaction contemplated by the Toronto APS provides for the greatest recovery available for the benefit of the secured creditors in the circumstances, including Cameron Stephens as first mortgagee on the Kingston Property and Toronto Property. The Receiver understands that Cameron Stephens supports the AVO and the completion of the transaction contemplated in the Toronto APS.

4.0 RECEIVER'S BORROWINGS

- 30. Pursuant to paragraph 20 of the Appointment Order, the Receiver was empowered to borrow up to \$500,000 at any time for the purpose of funding the exercise of the Receiver's powers and duties. The Appointment Order charged the Properties with a priority charge (the "**Receiver's Borrowings Charge**") subject only to the Receiver's Charge (defined below) and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
- 31. The Receiver borrowed from and issued a Receiver's certificate totaling \$100,000 (the "**Toronto Receiver's Certificate**") against the Toronto Property in favour of

Cameron Stephens. On November 20, 2024, the Receiver repaid the principal of \$100,000 and paid accrued interest thereon of \$6,747.17 to Cameron Stephens.

32. To date, the Receiver has borrowed and has issued a Receiver's Certificate totaling \$150,000 against the Kingston Property (the "**Kingston Receiver's Certificate**"). The Receiver intends to repay the principal and accrued interest thereon in respect of the Kingston Receiver's Certificate from the closing proceeds of the sale of the Kingston Property.

5.0 SECURED CREDITORS

5.1 Toronto Property Secured Creditors

33. As set out in the First Report, copies of the parcel register searches for the Toronto Property were obtained from the Ontario Land Registry Office (collectively, the "**Toronto PIN Reports**"). Copies of the Toronto PIN Reports, dated June 3, 2024, are attached hereto as **Appendix "G"**.
34. The only creditor with a registered charge against the Toronto Property is Cameron Stephens, whose charge is for the registered amount of \$15,600,000.
35. The Receiver has obtained a legal opinion from its independent legal counsel opining that, subject to usual assumptions and qualifications, Cameron Stephens' charge is a valid and enforceable first charge against the Toronto Property.

6.0 PROPOSED INTERIM DISTRIBUTION

6.1 Distribution of Toronto Property Proceeds

36. The Receiver intends to distribute the proceeds from the sale of the Toronto Property upon closing the transaction for the Toronto Property in the following order of priority (such scheme of distribution being the "**Toronto Distribution**"):
 - (a) payment to the City of Toronto for the property taxes owing on the Toronto Property of approximately \$202,488.80, as set out in the First Report, plus

any additional property taxes, further interest or fees owing at the time of closing;

- (b) pay any remaining unpaid fees and disbursements of the Receiver and its counsel relating to the Toronto Property.
- (c) retention of \$100,000 as a holdback amount for the further fees and disbursements of the Receiver and its counsel to close the sale of the Toronto Property and do all things necessary to wind up the receivership administration in respect of the Toronto Property;
- (d) payment of the remaining funds from the sale of the Toronto Property to Cameron Stephens towards the indebtedness owed to it. Cameron Stephens provided a statement setting out the amount of the indebtedness owed to it as at November 25, 2024 (the “**Payout Statement**”), which totals \$16,041,883.30 including fees and interest. A copy of the Payout Statement is attached hereto as **Appendix “H”**.

7.0 RECEIPTS AND DISBURSEMENTS

7.1 Toronto Property Interim R&D

- 37. The Toronto Property Interim R&D for the period from December 22, 2023 to November 20, 2024 sets out cash receipts of \$979,924, including advances made by the Cameron Stephens totaling \$100,000 pursuant to the Toronto Receiver’s Certificate against the Toronto Property, and cash disbursements of \$585,684, resulting in an excess of receipts over disbursements of \$394,240. A copy of the Toronto Property Interim R&D is attached hereto as **Appendix “I”**.

7.2 Kingston Property Interim R&D

- 38. The Kingston Property Interim R&D for the period from December 22, 2023 to November 20, 2024 sets out cash receipts of \$395,061, including advances made by the Cameron Stephens totaling \$150,000 pursuant to the Kingston Receiver’s Certificate against the Kingston Property, and cash disbursements of \$372,523,

resulting in an excess of receipts over disbursements of \$22,538. A copy of the Kingston Property Interim R&D is attached hereto as **Appendix “J”**.

8.0 SEALING

39. The Receiver respectfully requests that the Court seal Confidential Appendices 1 and 2 to this report, being the offer summary relating to the Toronto Property and an unredacted copy of the Toronto APS. The Receiver believes that the offer received and purchase price and deposit amounts contained in the Toronto APS for the Toronto Property should be kept confidential until the completion of sale efforts with respect to the Toronto Property.
40. The inclusion in the public record of the offer summary and an unredacted copy of the Toronto APS (which discloses the purchase price and deposit amount) would be prejudicial to, among other things, the integrity of sales process and any additional marketing efforts that may be needed for the Toronto Property if sale transaction for the Toronto Property fails to close for any reason.
41. The sealing order sought is limited in time and will automatically expire upon the closing of the transaction contemplated in the Toronto APS or further order of the Court. This will ensure that the offers and purchase price provided in the Toronto APS remains confidential until all sale efforts are completed. This is necessary and sufficient to reasonably protect the legitimate stakeholder interests in the circumstances.
42. A full copy of the Toronto APS is being publicly filed as Appendix “F” to this report, with the purchase price and deposit amounts redacted. As a result, the sealing order’s effect on the completeness of the public record, if any, will be minimal.

9.0 PROFESSIONAL FEES

43. The Appointment Order provides that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver were granted a charge (the

“**Receiver's Charge**”) on the Property, as security for such fees and disbursements. The Receiver's Charge is a first charge on the Properties in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

44. The fees and disbursements of the Receiver in relation to the Toronto Property for the period from January 1, 2024 to June 30, 2024 were previously approved by the Court pursuant to an order of the Court dated July 24, 2024.
45. The Receiver's accounts for the period from July 1, 2024 to October 31, 2024 total \$44,179.00 in fees and disbursements, plus HST of \$5,743.27, for a total amount of \$49,922.27. A copy of the Receiver's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Arif Dhanani sworn on November 22, 2024 and is attached hereto as **Appendix “K”**.
46. The fees and disbursements of the Receiver's independent legal counsel, Paliare Roland, in relation to the Toronto Property for the period from January 25, 2024 to June 28, 2024 were previously approved by the Court pursuant to an order of the Court dated July 24, 2024.
47. The accounts of the Receiver's independent legal counsel, Paliare Roland, for the period from February 24, 2024 to October 31, 2024 total \$34,795.53 inclusive of fees, disbursements and HST. A copy of Paliare Roland's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Beatrice Loschiavo sworn on November 22, 2024 and is attached hereto as **Appendix “L”**.
48. The accounts of the Receiver's real estate counsel, Garfinkle Biderman, for the period to August 27, 2024 total \$58,587.69 inclusive of fees, disbursements and HST. A copy of Garfinkle Biderman's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Avrom Brown sworn on November 22, 2024 and is attached hereto as **Appendix “M”**.

10.0 RECEIVER'S REQUEST OF THE COURT

49. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 9(h) above.

All of which is respectfully submitted to this Court as of this November 25, 2024.

TDB RESTRUCTURING 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 1ST
JUSTICE CONWAY) DAY OF MARCH, 2024

B E T W E E N:

TDB RESTRUCTURING LIMITED

Applicant

and

RSM CANADA OPERATIONS ULC

Respondent

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

SUBSTITUTION ORDER

THIS APPLICATION made by TDB Restructuring Limited (“**TDB**”) for an order, among other things, substituting the name of RSM Canada Limited with the name TDB Restructuring Limited on the Substituted Mandates (as defined below), was heard 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

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APPENDIX C



TDB Restructuring Limited
Licensed Insolvency Trustee

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IN THE MATTER OF THE RECEIVERSHIP OF
311 CONACHER DRIVE, KINGSTON, ONTARIO AND
2849, 2851, 2853, 2855 AND 2857 ISLINGTON AVENUE, TORONTO, ONTARIO

FIRST REPORT OF THE RECEIVER

JULY 16, 2024

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

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1.0 INTRODUCTION

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on December 6, 2023, which order was effective December 22, 2023 (the “**Appointment Order**”), RSM Canada Limited was appointed receiver (the “**Receiver**”), without security, of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the “**Kingston Property**”) and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the “**Toronto Property**” and together with the Kingston Property, the “**Properties**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. On March 1, 2024, the Court granted an omnibus order substituting the name TDB Restructuring Limited in place of RSM Canada Limited (the “**Omnibus Order**”). A copy of the Omnibus Order is attached hereto as **Appendix “B”**.
3. The Receiver retained the firm of Paliare Roland Rosenberg Rothstein LLP (“**Paliare Roland**”) as the Receiver’s independent legal counsel.
4. The Appointment Order, together with Court documents related to the receivership proceeding, has been posted on the Receiver’s website, which can be found at <https://tdbadvisory.ca/insolvency-case/311-conacher-drive-kingston-ontario2849-2851-2853-2855-and-2857-islington-avenue-toronto-ontario/>.

1.1 Purpose of Report

5. The purpose of this first report to Court (the “**First Report**”) is to:
 - (a) provide background information about the Properties and the circumstances leading up to the appointment of the Receiver;
 - (b) specifically with respect to the Toronto Property:
 - i. report to the Court on the condition and status of the Toronto Property and the activities of the Receiver in connection therewith;
 - ii. report to the Court on the results of the sales process and activities leading to offers for the Toronto Property;

- iii. providing to the Court support for the relief sought by the Receiver, namely the request for an approval and vesting order in respect of the Toronto Property, and the sealing of certain confidential information pending completion of the sale transaction for the Toronto Property. In addition to the information contained herein for the benefit of the creditors of the Respondents and other stakeholders, the First Report is also intended to provide the Court with the following confidential information, for which a sealing Order is sought:
 - 1. a summary of the terms of all offers received for the Toronto Property; and
 - 2. an unredacted copy of the executed Agreement of Purchase and Sale for the Toronto Property dated June 3, 2024 (the “**Toronto APS**”) between the Receiver and the purchaser of the Toronto Property, or its permitted assignee or as it may direct, as purchaser (the “**Toronto Purchaser**”);
- (e) provide the Court with information relating to the Receiver’s Borrowings Charge (as defined below);
- (f) provide the Court with information relating to the secured creditor in respect of the Toronto Property;
- (g) provide the Court with a summary of the Receiver’s cash receipts and disbursements in respect of the Toronto Property for the period December 22, 2023 to June 15, 2024 (the “**Interim R&D**”);
- (h) request that the Court grant orders:
 - i. approving the First Report and the activities of the Receiver set out herein;
 - ii. authorizing and directing the Receiver to enter into and carry out the terms of the Toronto APS, together with any further amendments thereto deemed necessary by the Receiver in its sole opinion, and vesting title to the Toronto Property in the Toronto Purchaser upon the

closing of the purchase and sale transaction contemplated in the Toronto APS;

- iii. approving the proposed Interim Distribution of proceeds (as defined below) from the sale of the Toronto Property;
- iv. sealing Confidential Appendices 1 and 2; and
- v. approving the fees and disbursements of the Receiver and of the Receiver's independent counsel.

1.2 Terms of Reference

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

2.0 BACKGROUND

- 9. The Respondents, Conacher Kingston Holdings Inc. ("**Conacher Inc.**") and 5004591 Ontario Inc. ("**500 Inc.**") and together with Conacher Inc., the "**Debtors**", are companies incorporated pursuant to laws of the Province of Ontario.
- 10. Conacher Inc. is the registered owner of the Kingston Property and 500 Inc. is the registered owner of the Toronto Property. The Kingston Property is located on the

north side of Conacher Drive, east of Division Street in Kingston Ontario. The property is a re-development site of approximately 18.96 acres for the construction of the “Kingston Townhomes Project” consisting of 257 townhouse lots. The Toronto Property consists of a land assembly with a total acreage of 0.844 acres that is site plan approved for the development of a 111-unit, 75,000 square foot, 6-storey condominium tower known as the “Step Condos”.

11. The Debtors are indebted to Cameron Stephens Mortgage Capital Ltd. (“**Cameron Stephens**”) in the amount of approximately \$13 million with respect to a credit facility made available by Cameron Stephens to Conacher Inc., pursuant to and under the terms of a Letter of Commitment dated November 22, 2019 (the “**Commitment**”).
12. The security pledged by the Debtors for their obligations to Cameron Stephens includes various General Security Agreements, a first ranking charge against the Kingston Property, a collateral charge against the Toronto Property, assignments of rents and leases and guarantees from 500 Inc. and Nicholas Kyriacopoulos (“**Mr. Kyriacopoulos**”), all as more particularly described in the affidavit of Curtis Jackson sworn June 26, 2023 (the “**Jackson Affidavit**”). A copy of the Jackson Affidavit, without exhibits, is attached hereto as **Appendix “C”**.
13. Conacher Inc. fell into default on August 1, 2022, when it failed to pay the monthly interest payment of \$106,061.40 then due and an extension fee for the period of July 1, 2022, to January 1, 2023. As a result of the default of Conacher Inc., on August 19th, 2022, Cameron Stephens issued demands for payment and Notices of Intention to Enforce Security pursuant to Section 244(1) of the Bankruptcy and Insolvency Act (“**NITES**”) to the Debtors and upon Mr. Kyriacopoulos with respect to their Guarantees.
14. Conacher Inc. subsequently made payment on account but fell into default on multiple occasions thereafter. Accordingly, Cameron Stephens issued a further Notice of Intention to Enforce Security and served further demand letters upon Conacher Inc., 500 Inc. and Mr. Kyriacopoulos dated April 26th, 2023. Despite the demand, the amount owing under the Commitment was not repaid.

15. As a result of the foregoing, Cameron Stephens made an application for the appointment of the Receiver.

3.0 RECEIVER'S ACTIVITIES

3.1 Contacting the Debtors

16. Upon its appointment the Receiver did not have contact information for Mr. Kyriacopoulos. As such, the Receiver emailed counsel to the Debtors, Blaney McMurtry LLP ("**Blaneys**"), in an effort to obtain contact information for Mr. Kyriacopoulos with a view to obtaining the books and records relating to the Kingston Property and the Toronto Property. Notwithstanding multiple emails to Blaneys, the Receiver's emails went unanswered.
17. The Receiver then contacted Cameron Stephens to ascertain whether it had current contact information for Mr. Kyriacopoulos. The Receiver came to learn from Cameron Stephens that Mr. Kyriacopoulos passed away on December 23, 2023, the day after the Receiver's appointment, and that Cameron Stephens did not have contact information for anyone else connected to the Debtors.

3.2 Possession, Security, and Protective Measures

18. Subsequent to its appointment, the Receiver attended at the Toronto Property.
19. The Toronto Property was appropriately fenced in and the entrances and windows to each of the homes within the fenced area were secured with boards. As such, the Receiver did nothing further with respect to the Toronto property other than contact the City of Toronto to ensure that the water to the Toronto Property had been shut off. Subsequently, the City of Toronto contacted the Receiver to advise that it required the Receiver to, among other things, cut the grass at the Toronto Property or that the City of Toronto would do so and add the cost to the property taxes of the Toronto Property. The Receiver engaged a contractor to complete the required work, which was completed about the end of June 2024.

3.3 Insurance

20. Since the Receiver had no contact information for the Debtors, it contacted Cameron Stephens to ascertain whether it had knowledge of the insurer or broker used by the Debtors. Cameron Stephens advised that since the Debtors had stopped communicating with it, Cameron Stephens had included the Properties under its general blanket insurance policy.
21. Mr. Kyriacopoulos' widow ("**Elena**") subsequently contacted the Receiver to inquire what it was doing with respect to the Properties and the Receiver provided Elena with general description of its activities related to the Properties. At that time, the Receiver asked Elena whether she had any information in respect of the insurance coverage over the Properties. Elena sent to the Receiver copies of the insurance policies. The Receiver noted that the insurance policy over the Toronto Property, which policy was for commercial general liability only, expires on January 11, 2025.
22. The Receiver immediately contacted the insurance broker utilized by the Debtors to:
(i) confirm that insurance coverage was still in place and that all premiums had been paid up to date, which the insurance broker confirmed; (ii) advise of the receivership proceedings; (iii) request that the named insured and loss payee be changed to the Receiver; and (iv) provide confirmation that Cameron Stephens was an additional insured and loss payee. At the request of Cameron Stephens, the Receiver increased the commercial general liability coverage on the Toronto Property from \$2 million to \$5 million. The increased policy expires on November 7, 2024.

3.4 Statutory Notices

23. On June 22, 2023, the Receiver prepared the Notice and Statement of Receiver pursuant to section 245(1) of the Bankruptcy and Insolvency Act (the "**245 Notice**") to the known creditors of the Toronto property based on the materials filed by Cameron Stephens for the appointment of a Receiver. As stated above, the principal of the Debtors had passed away and neither Cameron Stephens nor the Receiver had contact information for anyone else employed by the Debtors.

3.5 Property Taxes

24. The Receiver contacted City of Toronto to ascertain the outstanding property taxes for the Toronto Property.
25. A summary of the outstanding property taxes in respect of the Toronto Property to the end of August 2024, which the Receiver intends to pay from the proceeds of sale of the Toronto Property, are set out below:

Description	Islington Avenue					Total
	2849	2851	2853	2855	2757	
Baliff Arrears	\$ 62,154.84	\$ -	\$ 3,814.18	\$ 4,815.88	\$ 3,313.86	\$ 74,098.76
City	23,465.39	37,088.13	21,786.14	23,024.99	23,024.99	128,389.64
Total	\$ 85,620.23	\$ 37,088.13	\$ 25,600.32	\$ 27,840.87	\$ 26,338.85	\$ 202,488.40

4.0 MARKETING AND SALES PROCESS

26. The Receiver engaged in a sales process for the Toronto Property, as described below.

4.1 Toronto Property

4.1.1 Sales process

27. The Receiver invited eight commercial real estate brokers to submit proposals for the marketing and sale of the Toronto Property, including Colliers Macaulay Nicolls Inc., Brokerage (“**Colliers**”).
28. The Receiver received listing proposals from six of the eight brokerages and ultimately selected Colliers based on its significant experience in marketing undeveloped residential property.
29. On March 22, 2024, the Receiver entered into an MLS listing agreement with Colliers.
30. After discussion with Colliers, the Receiver set an offer deadline date of June 3, 2024 as Colliers indicated that the period between March 22, 2024 and June 3, 2024 was more than sufficient time to appropriately market the Toronto Property.

4.1.2 Marketing efforts

31. Colliers launched the listing on MLS on March 25, 2024 and a marketing campaign for the Toronto Property on April 4, 2024.
32. Colliers created and maintained an online data room in order to facilitate due diligence for prospective purchasers. Colliers drafted a form of confidentiality agreement for interested parties to execute in order to be given access to a virtual data room and perform due diligence (the “**Confidentiality Agreement**”).
33. In addition to listing the Toronto Property on MLS on March 25, 2024, Colliers undertook the following marketing activities for the Toronto Property:
 - (a) e-mails were sent to Colliers’ distribution list of approximately 3,000 parties, which emails contained a marketing brochure, a website link to Colliers’ webpage for the Toronto Property and a link to the Confidentiality Agreement; and
 - (b) an electronic data room was set up to provide access to confidential information pertaining to the Toronto Property to parties who executed the Confidentiality Agreement.

4.1.3 Offers received

34. Colliers received eighteen (18) signed Confidentiality Agreements from prospective purchasers or brokers, all of whom were given access to the electronic data room.
35. On June 3 2024, Colliers received 3 offers and a letter of intent for the Toronto Property. The Receiver reviewed the offers with Colliers and Cameron Stephens, in its capacity as secured lender and sole mortgagee of the Toronto Property. The Receiver requested of Colliers that it go back to the offerors that submitted bids on June 3, 2024 to ask them to resubmit their highest and best offers. Only one party submitted an amended offer.
36. After the second round of bidding, the Receiver determined that the offer from the Toronto Purchaser was the highest and best available offer and should be accepted. A summary of the offers received for the Toronto Property will be filed with the Court as **Confidential Appendix “1”**, under seal.

37. On June 12, 2024, the Receiver and the Toronto Purchaser entered into the Toronto APS which is now subject to the approval of the Court.

4.1.4 The agreement of purchase and sale

38. Salient terms of the Toronto APS and matters relating thereto include:
- (a) the purchased assets include the Toronto Property;
 - (b) the deposit to be provided under the APS has been received from the Toronto Purchaser;
 - (c) the offer is firm as the Toronto Purchaser did not have any conditions to closing except the issuance of the AVO (as defined below);
 - (d) the APS is conditional on Court approval and the issuance of an order vesting title to the Toronto Property in the Toronto Purchaser free and clear of claims and encumbrances, other than those specifically itemized in the APS (the “AVO”);
 - (e) the Toronto Purchaser is buying the Toronto Property on an “as is, where is” basis; and
 - (f) closing of the sale provided for in the APS is scheduled to occur within three days following the date on which the AVO is granted, or such other date as agreed between the Toronto Purchaser and the Receiver.
39. A copy of the Toronto APS, with the purchase price and deposit amount redacted, is attached hereto as **Appendix “D”**. An unredacted copy will be filed as **Confidential Appendix “2”** with the Court, under seal.

4.1.5 Toronto Property sale approval

40. The Receiver believes that the marketing process undertaken by Colliers and the Receiver was appropriate considering the nature of the Toronto Property. The Sale Process allowed for sufficient exposure to market for the Toronto Property for the following reasons, among others:
- (a) notice of the sale was sent to approximately 3,000 parties;

- (b) the Toronto Property was listed for sale on MLS for a period of approximately 10 weeks; and
 - (c) the Toronto Property was listed on Colliers' website.
41. Accordingly, based on the above, the Receiver is of the view that the market was widely canvassed and given the length of time on the market, it is unlikely that exposing the Toronto Property to the market for additional time will result in a superior transaction than the one contemplated by the Toronto APS.
42. The Receiver recommends the approval of the Toronto APS by the Court. The transaction contemplated by the Toronto APS provides for the greatest recovery available for the benefit of secured creditors in the circumstances, including Cameron Stephens as first mortgagee on the Toronto Property, as further discussed below. The Receiver understands that Cameron Stephens supports the completion of the transaction contemplated in the Toronto APS.

5.0 RECEIVER'S BORROWINGS

43. Pursuant to paragraph 20 of the Appointment Order, the Receiver was empowered to borrow up to \$500,000 at any time for the purpose of funding the exercise of the Receiver's powers and duties. The Appointment Order charged the Properties with a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person, but subordinate in priority to the Receiver's Charge (defined below) and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
44. To date, the Receiver has borrowed \$150,000 against the Kingston Property and \$100,000 against the Toronto Property. The Receiver issued Receiver's certificates (the "**Receiver's Certificates**") in respect of these borrowings.

6.0 SECURED CREDITORS

6.1 Toronto Property Secured Creditors

45. A copy of the parcel register searches for the Toronto Property was obtained from the Ontario Land Registry Office (collectively, the “**Toronto PIN Reports**”). Copies of the Toronto PIN Reports, dated June 3, 2024, are attached hereto as **Appendix “E”**.
46. The only creditor with a registered charge against the Toronto Property is Cameron Stephens, whose charge is for the registered amount of \$15,600,000.
47. The Receiver has obtained a legal opinion from its independent legal counsel opining that, subject to usual assumptions and qualifications, Cameron Stephens’ charge is a valid and enforceable first charge against the Toronto Property.

7.0 PROPOSED INTERIM DISTRIBUTION

7.1 Distribution of Toronto Property Proceeds

48. The Receiver intends to distribute the proceeds of sale (the “**Interim Distribution**”) upon closing the transaction for the Toronto Property as follows:
 - (a) payment to the City of Toronto for the property taxes owing on the Toronto Property of \$202,488.40, plus any further interest or fees at the time of closing;
 - (b) pay the remaining unpaid fees and disbursements of the Receiver (\$18,102.60) and Paliare Roland relating (\$4,316.60) to the Toronto Property, which fees and disbursements total \$22,419.20.
 - (c) repayment to Cameron Stephens of the Receiver’s borrowings of \$100,000 plus interest thereon to the date of payment in respect of the Receiver’s Borrowing Charge against the Toronto Property;
 - (d) payment to Colliers of the commissions owed to it upon the successful sale and closing of the Toronto Property;

- (e) retention of \$100,000 as a holdback for the further fees and disbursements of the Receiver and its counsel to close the sale of the Toronto Property and do all things necessary to wind up the receivership administration in respect of the Toronto Property; and
- (f) after obtaining a current payout statement from Cameron Stephens, payment to Cameron Stephens of the balance owed to it or, if the indebtedness to Cameron Stephens exceeds the remaining net proceeds, payment to it of the funds remaining from the proceeds of sale of the Toronto Property.

8.0 RECEIPTS AND DISBURSEMENTS

- 49. The Interim R&D for the Toronto Property for the period from December 22, 2023 to July 15, 2024 sets out cash receipts of \$101,014, including advances made by Cameron Stephens against the Toronto Property totaling \$100,000 pursuant to the Receiver's Certificate against the Toronto Property, and cash disbursements of \$31,732, resulting in an excess of receipts over disbursements of \$69,282. A copy of the Interim R&D is attached as **Appendix "F"** to this report.

9.0 SEALING

- 50. The Receiver respectfully requests that the Court seal Confidential Appendices 1 and 2 to this report, being the offer summary relating to the Toronto Property and an unredacted copy of the Toronto APS. The Receiver believes that the offer received and purchase price and deposit amounts contained in the APS for the Toronto Property should be kept confidential until the completion of sale efforts with respect to the Toronto Property.
- 51. The inclusion in the public record of the offer summary and an unredacted copy of the Toronto APS (which discloses the purchase price and deposit amounts) would be prejudicial to, among other things, the integrity of the sales process and any additional marketing efforts that may be needed for the Toronto Property if the sale transaction for the Toronto Property fails to close for any reason.
- 52. The sealing order sought is limited in time and will automatically expire upon the closing of the transaction contemplated in the Toronto APS or further order of the

Court. This will ensure that the offer and purchase price provided in the APS remains confidential until all sale efforts are completed. This is necessary and sufficient to reasonably protect the legitimate stakeholder interests in the circumstances.

53. A full copy of the Toronto APS is being publicly filed as Appendix “D” to this report, with the purchase price and deposit amounts redacted. As a result, the sealing order’s effect on the completeness of the public record, if any, will be minimal.

10.0 PROFESSIONAL FEES

54. The Appointment Order provides that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver were granted a charge (the “**Receiver's Charge**”) on the Property, as security for such fees and disbursements. The Receiver's Charge is a first charge on the Properties in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
55. The Receiver’s accounts for the period from January 1, 2024 to June 30, 2024 total \$41,529.20 in fees and disbursements, plus HST of \$5,398.81, for a total amount of 46,928.01. A copy of the Receiver’s interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Arif Dhanani sworn on July 16, 2024 and attached as **Appendix “G”** to this report.
56. The accounts of the Receiver’s counsel, Paliare Roland, for the period from January 25, 2024 to June 28, 2024 total \$3,820.00 in fees and disbursements, plus HST of \$496.60 for a total amount of \$4,316.60. A copy of Paliare Roland’s interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Beatrice Loschiavo sworn on July 16, 2024 and attached as **Appendix “H”** to this report.

11.0 RECEIVER'S REQUEST OF THE COURT

57. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 5 (h) above.

All of which is respectfully submitted to this Court as of this 16th day of July 2024.

TDB RESTRUCTURING 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 D



TDB Restructuring Limited
Licensed Insolvency Trustee

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Toronto, ON M5H 4C7

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IN THE MATTER OF THE RECEIVERSHIP OF
311 CONACHER DRIVE, KINGSTON, ONTARIO AND
2849, 2851, 2853, 2855 AND 2857 ISLINGTON AVENUE, TORONTO, ONTARIO

SECOND REPORT OF THE RECEIVER

SEPTEMBER 26, 2024

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

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1.0 INTRODUCTION

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on December 6, 2023, which order was effective December 22, 2023 (the “**Appointment Order**”), RSM Canada Limited was appointed receiver (the “**Receiver**”), without security, of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the “**Kingston Property**”) and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the “**Toronto Property**” and together with the Kingston Property, the “**Properties**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. On March 1, 2024, the Court granted an order substituting TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the “**Omnibus Order**”). A copy of the Omnibus Order is attached hereto as **Appendix “B”**.
3. On August 13, 2024, the Receiver entered into an agreement of purchase and sale with respect to the Kingston Property. As set out in greater detail below, the primary purpose of this report is to describe this proposed transaction and to request that this Court grant an order approving the same.
4. The Receiver retained the firm of Paliare Roland Rosenberg Rothstein LLP (“**Paliare Roland**”) as the Receiver’s independent legal counsel.
5. Terms not defined herein are defined in the Receiver’s report dated July 16, 2024 (the “**First Report**”). A copy of the First Report, without appendices, is attached hereto as **Appendix “C”**.
6. The Appointment Order, together with Court documents related to the receivership proceeding, has been posted on the Receiver’s website, which can be found at <https://tdbadvisory.ca/insolvency-case/311-conacher-drive-kingston-ontario2849-2851-2853-2855-and-2857-islington-avenue-toronto-ontario/>.

1.1 Purpose of Report

7. The purpose of this second report to Court (the “**Second Report**”) is to:

- (a) provide the Court with an update on the sale of the Toronto Property, which was approved by order of Justice Cavanagh on July 24, 2024;
- (b) specifically with respect to the Kingston Property:
 - i. report to the Court on the condition and status of the Kingston Property and the activities of the Receiver in connection therewith;
 - ii. report to the Court on the results of the sales process and activities leading to offers for the Kingston Property;
 - iii. providing to the Court support for the relief sought by the Receiver, namely the request for an approval and vesting order in respect of the Kingston Property, and the sealing of certain confidential information pending completion of the sale transaction for the Kingston Property. In addition to the information contained herein for the benefit of the creditors of the Respondents and other stakeholders, the Second Report is also intended to provide the Court with the following confidential information, for which a sealing Order is sought:
 - 1. a summary of the terms of all offers received for the Kingston Property;
 - 2. an unredacted copy of the executed Agreement of Purchase and Sale for the Kingston Property dated August 13, 2024 (the “**Kingston APS**”) between the Receiver and the purchaser of the Kingston Property, or its permitted assignee or as it may direct, as purchaser (the “**Kingston Purchaser**”);
- (e) provide the Court with information relating to the Receiver’s Borrowings Charge;
- (f) provide the Court with information relating to the secured creditors in respect of each of the Kingston Property;

- (g) provide the Court with a summary of the Receiver's cash receipts and disbursements in respect of the Kingston Property for the period December 22, 2023 to September 18, 2024 (the "**Interim R&D**");
- (h) request that the Court grant orders:
 - i. approving the Second Report and the activities of the Receiver set out herein;
 - ii. authorizing and directing the Receiver to enter into and carry out the terms of the Kingston APS, together with any further amendments thereto deemed necessary by the Receiver in its sole opinion, and vesting title to the Kingston Property in the Kingston Purchaser upon the closing of the purchase and sale transaction contemplated in the Kingston APS;
 - iii. approving the Proposed Interim Distribution of Proceeds (as defined below) from the sale of the Kingston Property;
 - iv. sealing Confidential Appendices 1 and 2; and
 - v. approving the fees and disbursements of the Receiver and of the Receiver's independent counsel.

1.2 Terms of Reference

8. In preparing the Second Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "**Information**"). Certain of the information contained in the Second Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the

Receiver expresses no opinion or other form of assurance in respect of the Information.

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

2.0 TORONTO PROPERTY UPDATE

9. As set out in the First Report, the Receiver entered into a purchase and sale agreement with Lakeshore Luxe Design and Build Group Inc. in trust for 1000944028 Ontario Inc. (the “**Toronto Purchaser**”). Closing of the transaction with the Toronto Purchaser was scheduled for July 30, 2024.
10. On July 30, 2024, counsel to the Toronto Purchaser advised that a one-day extension was required to close the transaction. The Receiver agreed to same at no cost as a courtesy; however, it was agreed that any closing adjustments were to remain as at July 30, 2024.
11. On July 31, 2024, counsel to the Toronto Purchaser advised that an extension to August 9, 2024 was required in order to close the transaction with the Toronto Purchaser. The Receiver agreed to the request provided that closing adjustments remain as at July 30, 2024 and the Toronto Purchaser pay \$75,000 to offset additional interest on the indebtedness owed to Cameron Stephens as a result of the delay. The Toronto Purchaser agreed to these terms and paid the requested \$75,000, at which time the Toronto APS was revived and closing was extended to August 9, 2024.
12. On August 9, 2024, counsel to the Toronto Purchaser advised that an extension to August 16, 2024 was required in order to close the transaction. The Receiver agreed to the further extension request provided that closing adjustments remain as at July 30, 2024 and the Toronto Purchaser pay \$150,000 to offset the additional professional costs associated with the extensions to August 9th and August 16th and interest on the indebtedness owed to Cameron Stephens. The Toronto Purchaser agreed to the terms set out by the Receiver and paid the requested \$150,000, at

which time the Toronto APS was revived and closing was extended to August 16, 2024.

13. On August 16, 2024, counsel to the Toronto Purchaser advised that the Toronto Purchaser required an extension to August 21, 2024, however, the Toronto Purchaser intended to close the transaction sooner, if possible. The Receiver proposed the following extensions to which the Toronto Purchaser agreed: (i) to 2:00 pm on August 19, 2024 with no further payment; (ii) to 2:00 pm on August 20, 2024 for a further payment of \$75,000; and (iii) to 2:00 pm on August 21, 2024 for a further payment of \$100,000. Notwithstanding that the Toronto Purchaser agreed to the terms of the Receiver's extensions, it did not pay the funds required to extend the closing date to August 21, 2024.
14. Subsequently, the Receiver and its real estate counsel, Garfinkle Biderman LLP ("**Garfinkle Biderman**"), engaged in several discussions and exchanged correspondence with the Toronto Purchaser's litigation counsel, Tyr LLP, in an effort to obtain some comfort that the transaction for the Toronto Property would close imminently; however, nothing substantive was provided by either the Toronto Purchaser or its counsel regarding any time frame for receipt of funds from the Toronto Purchaser's lender or closing of the transaction.
15. On August 26, 2024, the Receiver and Garfinkle Biderman had a call with Cameron Stephens to discuss the status of the transaction and to recommend that the Toronto Purchaser be advised that the transaction had been terminated and to have Colliers remarket the property for sale. Upon Cameron Stephens' agreement, on August 27, 2024, Garfinkle Biderman sent a letter to Tyr LLP confirming same (the "**August 27th Letter**"). A copy of the August 27th Letter is attached hereto as **Appendix "D"**.
16. Colliers is currently re-marketing the Toronto Property for sale and Garfinkle Biderman has released the Purchaser's deposit and funds paid by the Toronto Purchaser for the extensions to August 9, 2024 and August 16, 2024 to the Receiver (the "**Forfeited Funds**").
17. The Receiver intends to use the Forfeited Funds to: (i) pay the professional fees of Paliare Roland, Garfinkle Biderman and the Receiver relating to the Toronto Property; (ii) repay the Receiver's Certificate in the amount of \$100,000 relating to

the Toronto Property; (iii) pay to Colliers its commission relating to the contemplated sale of the Toronto Property in accordance with the listing agreement executed by the Receiver; (iv) retain a holdback of \$100,000 for the additional professional fees costs of the Receiver and its counsel to do all things necessary to effect the sale of the Toronto Property; and (v) pay the balance to Cameron Stephens in respect of the amount owed to it.

3.0 RECEIVER'S ACTIVITIES

3.1 Contacting the Debtors

18. The Receiver's efforts relating to its attempts to contact the Debtors are set out in the First Report.

3.2 Possession, Security, Conservative and Protective Measures

19. Subsequent to its appointment, the Receiver attended at the Kingston Property.

20. As a result of the size of the property, the Kingston Property did not have fencing around it. The Receiver observed, among other things, that:

- (a) 3 blocks, each consisting of 5 units, footings and foundation walls (poured concrete) were exposed to the elements;
- (a) 2 blocks, each consisting of 5 houses with 95% of their exterior complete, interior walls and studding complete, plumbing partially complete and all electrical wiring, which appeared to have been completed and was then cut and removed from the site;
- (b) 2 blocks, each consisting of 5 houses with exterior 95% complete, interior 80% complete, HVAC, electrical, plumbing, studding and drywall complete, partial kitchen and bathrooms installed and some flooring installed;
- (c) certain of the built houses on the property had been broken into. Although no one was present at the time of the Receiver's attendance, it appeared that certain houses were being lived in by homeless individuals.

21. The Receiver implemented the following protective and conservatory measures in respect of the Kingston Property:
 - (a) closed all of the doors and windows that it was able to;
 - (b) boarded up all broken doors and windows;
 - (c) foundations were backfilled around the outside perimeter and bales of straw were placed around the inside perimeter of the foundation basements and tarped in order to try to preserve foundations and footings from the elements; and
 - (d) the Receiver has periodically attended at the Kingston Property to ensure that everything continues to be in order.

3.3 Insurance

22. The Receiver's efforts with respect to ensuring the Kingston Property was insured, include: (i) contacting Cameron Stephens; (ii) its discussions with Mr. Kyriacopolous' widow; and (iii) subsequently contacting the insurance broker utilized by the Debtors are set out in the First Report. The Receiver notes that the insurance policy over the Kingston Property, which policy was for commercial general liability only, expired on August 12, 2024.
23. Based on its discussions with the Debtors' insurance broker, the Receiver came to learn that the structures on the Kingston Property were not insured. The Receiver informed Cameron Stephens of this and subsequently worked with the Debtors' insurance broker to obtain coverage over the various structures.
24. On the basis that the Kingston Property's commercial general liability insurance coverage expired on August 12, 2024, the Receiver sought and obtained an extension of same. In addition, the Receiver has insured the structures on the Kingston Property, which include the partially built townhouses as well as the exposed foundations. The commercial general liability policy and insurance coverage over the structures on the Kingston Property is in place up to July 12, 2025 at a cost of \$20,708 per month. While there may be a minimum retained premium for the

commercial liability policy, the cost of coverage over the structures on the Kingston Property is only for time on risk.

3.4 Statutory Notices

25. On June 22, 2023, the Receiver prepared the Notice and Statement of Receiver pursuant to section 245(1) of the Bankruptcy and Insolvency Act (the “**245 Notice**”) to the known creditors of the Kingston Property based on the materials filed by Cameron Stephens for the appointment of a Receiver. As previously stated herein, the principal of the Debtors had passed away and neither Cameron Stephens or the Receiver had contact information for anyone else employed by the Debtors.

3.5 Property Taxes

26. The Receiver contacted the City of Kingston to ascertain the outstanding property taxes for the Kingston Property.
27. On the basis that there are 260 roll numbers associated with the Kingston Property, the Receiver has not set out herein the property taxes payable on a roll-by-roll basis. The taxes payable to the City of Kingston total approximately \$1,350,000, which the Receiver intends to pay from the proceeds of sale of the Kingston Property.

3.6 City of Kingston Securities

28. In or about May 2024, the Receiver was contacted by the City of Kingston, who advised that it held certain securities in relation to the Kingston Property as they relate to various agreements between the City of Kingston and Conacher Kingston Holdings Inc., as follows:
 - (a) \$1,333,782 – in respect of the subdivision agreement (no instrument registration number provided);
 - (b) \$100,000 – in respect of the model home agreement (registered as instrument no. FC299585); and
 - (c) \$141,390 – in respect of the pre-servicing agreement (registered as instrument no. FR267976).

29. The City of Kingston advised that the terms and conditions relating to the model home agreement and pre-servicing agreements had been fulfilled and that it would be amenable to releasing same to the Receiver upon receipt of a direction to do so from the Receiver. The City of Kingston further advised that the terms and conditions relating to the subdivision agreement had not been met and that it required the assumption of same by any purchaser of the Kingston Property as a condition of the Kingston APS. The Receiver has incorporated this condition into the Kingston APS.
30. On June 6, 2024, the Receiver, through its real estate counsel, issued a direction to the City of Kingston requesting release of the securities for the model home agreement and pre-servicing agreements. On or about July 4, 2024, the Receiver received and deposited to its trust account two cheques from the City of Kingston totaling together \$241,390.

4.0 MARKETING AND SALES PROCESS

31. The Receiver engaged in a sales process for the Kingston Property as described below.

4.1 Kingston Property

4.1.1 Sales process

32. The Receiver invited eight commercial real estate brokers to submit proposals for the marketing and sale of the Kingston Property, including Rogers & Trainor Commercial Realty Inc. (“**RTCR**”).
33. The Receiver received listing proposals from five of the eight brokerages and ultimately selected RTCR, with the concurrence of Cameron Stephens.
34. On March 25, 2024, the Receiver entered into an exclusive listing agreement with RTCR on a short-term basis to market the Kingston Property. The purpose of entering into a short-term exclusive listing agreement was to: (i) allow time for RTCR to contact the City of Kingston to obtain as much publicly available information as possible for its data room, prior to listing the property for sale on the multiple listing

service (“**MLS**”); and (ii) so that RTCR could deal with enquiries from interested parties on the Receiver’s behalf. On April 15, 2024, the Receiver entered into an MLS listing agreement with RTCR.

35. After discussion with RTCR, the Receiver set an offer deadline date of June 3, 2024 as RTCR indicated that the period between April 15, 2024 and June 3, 2024 was sufficient time to appropriately market the Kingston Property.

4.1.2 Marketing efforts

36. RTCR launched a marketing campaign for the Kingston Property on April 10, 2024.
37. The Receiver provided RTCR with a form of agreement of purchase and sale to be uploaded to the online data room maintained by RTCR, in order to facilitate purchaser due diligence. RTCR drafted a form of confidentiality agreement for interested parties to execute in order to be given access to a virtual data room and perform due diligence (the “**Confidentiality Agreement**”). The form of Confidentiality Agreement was reviewed and approved by Paliare Roland.
38. A summary of marketing activities undertaken by RTCR is set out below:
 - (a) brochures were mailed out along with the Confidentiality Agreement on a targeted basis;
 - (b) e-mails were sent to RTCR’s distribution list of approximately 7,000 parties;
 - (c) the Kingston Property was also listed on RTCR’s website and MLS; and
 - (d) an electronic data room was set up to provide access to confidential information pertaining to the Kingston Property to parties which had executed a confidentiality agreement.

4.1.3 Offers received

39. RTCR received twenty-eight (28) signed Confidentiality Agreements by prospective purchasers or brokers, all of whom were given access to the electronic data room.

40. On June 3 2024, RTCR received two (2) offers for the Kingston Property. The Receiver reviewed the offers with RTCR and Cameron Stephens, in its capacity as secured lender and mortgagee of the Kingston Property. RTCR was subsequently contacted by the Kingston Purchaser, who advised that it was interested in submitting an offer, but did not do so on the basis that the principal of the Kingston Purchaser had only recently returned from being out of the country. The Receiver requested of RTCR that it go back to the offerors that submitted bids on June 3, 2024 to ask them to resubmit their highest and best offers and to request that the Kingston Purchaser submit its highest and best offer. Based on the offers submitted subsequent to June 3, 2024, the Receiver determined that the offer from the Kingston Purchaser is the highest and best available offer, given among other things current market conditions, and should be accepted. A summary of the offers received for the Kingston Property will be filed with the Court as **Confidential Appendix “1”**, under seal.
41. On June 19, 2024, the Receiver and the Kingston Purchaser entered into an APS, which was conditional on the Kingston Purchaser’s due diligence, which condition was to be waived or satisfied by July 9, 2024.
42. On July 9, 2024, the Kingston Purchaser, through its agent, advised that its due diligence condition had not been satisfied and that it would not be proceeding with the transaction. Garfinkle Biderman subsequently refunded the Kingston Purchaser’s deposit.
43. On July 16, 2024, the Receiver entered into a purchase and sale agreement (the “**Second APS**”) with an alternate purchaser (the “**Second Kingston Purchaser**”) for the Kingston Property, which agreement was also conditional on: (i) approval of the Receiver’s terms and conditions by the Second Kingston Purchaser’s counsel, which condition was to be waived or satisfied on or before July 30, 2024 (the “**Solicitor’s Condition**”); and (ii) financing, which condition was to be waived or satisfied on or before August 30, 2024 (the “**Financing Condition**”).
44. On July 30, 2024, the Second Kingston Purchaser’s agent advised that the Second Kingston Purchaser had not satisfied or waived the Solicitor’s Condition in relation

to the Second APS with the Receiver and that it was requesting an extension to same August 2, 2024.

45. On or about August 1, 2024, the Receiver, Garfinkle Biderman and counsel to the Second Kingston Purchaser had a discussion with regard to the various comments on the Second APS that were made by counsel to the Second Kingston Purchaser, which included a further extension to both the Solicitor's Condition and the Financing Condition.
46. Prior to finalization or agreement with the Second Kingston Purchaser on any amended terms and conditions to the Second APS, the Kingston Purchaser contacted RTCR to advise that it was willing to submit another offer for the Kingston Property. The Receiver indicated to RTCR that it was willing to entertain such offer.
47. Upon receipt and review of the revised unconditional signed offer from the Kingston Purchaser on August 14, 2024, the Receiver executed the Kingston APS. The Kingston APS is for a price that is higher than the Second APS.

4.1.4 The agreement of purchase and sale

48. Salient terms of the Kingston APS and matters relating thereto include:
 - (a) the purchased assets include the Kingston Property;
 - (b) the deposit to be provided under the APS has been received from the Kingston Purchaser;
 - (c) the offer is firm as the Purchaser has waived all conditions to closing except the issuance of the AVO (as defined below);
 - (d) the APS is conditional on Court approval and the issuance of an order vesting the Purchased Assets in the Purchaser free and clear of claims and encumbrances, other than those specifically itemized in the APS (the "AVO");
 - (e) the Purchaser is buying the Kingston Property on an "as is, where is" basis; and

- (f) closing of the sale provided for in the APS is scheduled to occur within the later of: (i) three days immediately following the date on which the AVO is granted, or the next business day; or (ii) October 2, 2024, or such other date as the Receiver and the Kingston Purchaser may mutually agree upon.
49. A copy of the Kingston APS, with the purchase price and deposit amount redacted, is attached hereto as **Appendix “E.”** An unredacted copy will be filed as **Confidential Appendix “2”** with the Court, under seal.

4.1.5 Kingston Property sale approval

50. The Receiver believes that the marketing process undertaken by RTCR and the Receiver was appropriate considering the nature of the Kingston Property. The Sale Process allowed for sufficient exposure to market for the Kingston Property, for the following reasons, among others:
- (a) notice of the sale was sent to more than 7,000 parties;
 - (b) the Kingston Property was listed for sale on MLS;
 - (c) the Kingston Property was listed on RTCR’s website;
 - (d) the property was listed exclusively for a period of 3 weeks and then exposed to the market on MLS thereafter for a period of approximately 7 weeks; and
 - (e) subsequent to the date upon which offers were due, the Kingston Property remained unsold and no other potential purchasers, other than the Kingston Purchaser, the Second Kingston Purchaser and one other party, approached the Receiver to advise of their interest in purchasing the Kingston Property.
51. Accordingly, based on the above, the Receiver is of the view that the market was widely canvassed and given the length of time on the market, it is unlikely that exposing the Kingston Property to the market for additional time will result in a superior transaction than the one contemplated by the Kingston APS.
52. The Receiver recommends the approval of the Kingston APS by the Court. The transaction contemplated by the Kingston APS provides for the greatest recovery

available for the benefit of the secured creditors in the circumstances, including Cameron Stephens as first mortgagee on the Kingston Property as further discussed below. The Receiver understands that Cameron Stephens supports the AVO and the completion of the transaction contemplated in the Kingston APS.

5.0 RECEIVER'S BORROWINGS

53. Pursuant to paragraph 20 of the Appointment Order, the Receiver was empowered to borrow up to \$500,000 at any time for the purpose of funding the exercise of the Receiver's powers and duties. The Appointment Order charged the Properties with a priority charge (the "**Receiver's Borrowings Charge**") subject only to the Receiver's Charge (defined below) and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
54. To date, the Receiver has borrowed and has issued Receiver's Certificates totaling \$150,000 against the Kingston Property. The Receiver issued Receiver's certificates (the "**Receiver's Certificates**") in respect of these borrowings.

6.0 SECURED CREDITORS

6.1 Kingston Property Secured Creditors

55. A copy of the parcel register searches for the Kingston Property was obtained from the Ontario Land Registry Office (collectively, the "**Kingston PIN Reports**"). There are over 200 PIN Reports relating to the Kingston Property. Sample copies of the PIN Reports for five (5) lots, dated June 3, 2024, are attached hereto as **Appendix "F"**.

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56. A summary of the creditor charges registered against the Kingston Property as set out in the Kingston PIN Reports is as follows:

Date of Registration	Nature of Registration	Registrant	Amount
2019/12/18	Charge	Cameron Stephens Mortgage Capital Ltd.	\$15,600,000
2020/10/23	Charge	2462686 Ontario Inc.	\$5,000,000
2022/11/03	Charge	2478659 Ontario Ltd.	\$8,500,000

57. The Receiver has obtained a legal opinion from its independent legal counsel opining that, subject to usual assumptions and qualifications, the mortgage held and registered by Cameron Stephens is a valid and enforceable first charge against the Kingston Property. The second and third mortgages, 2462686 Ontario Inc. and 2478659 Ontario Ltd., have not yet provided the Receiver with their security documentation as at the date of this report and as a result, counsel for the Receiver has been unable to complete its opinions on the validity, enforceability and priority of those charges against the Kingston Property.

7.0 PROPOSED INTERIM DISTRIBUTION

7.1 Distribution of Kingston Property Proceeds

58. Assuming that 2462686 Ontario Inc. and 2478659 Ontario Ltd. provide their security documentation to the Receiver and counsel to the Receiver opines that their security is valid and enforceable against the Kingston Property with priority in the order of registration, the Receiver intends to distribute the proceeds of sale upon closing the transaction for the Kingston Property in the following order of priority (such scheme of distribution being the “**Interim Distribution**”):

- (a) payment to the City of Kingston for the property taxes owing on the Kingston Property of approximately \$1,350,000, plus any further interest or fees at the time of closing;

- (b) pay any remaining unpaid fees and disbursements of the Receiver and its counsel relating to the Kingston Property.
 - (c) repayment to Cameron Stephens of the Receiver's borrowings of \$150,000 plus interest thereon to the date of payment in respect of the Receiver's Borrowing Charge in respect of the Kingston Property;
 - (d) payment to RTCR of the commissions owed to it upon the successful sale and closing of the Kingston Property;
 - (e) retention of \$150,000 as a holdback amount for the further fees and disbursements of the Receiver and its counsel to close the sale of the Kingston Property and do all things necessary to wind up the receivership administration in respect of the Kingston Property;
 - (f) payment to Cameron Stephens of the remaining amount owed to it in respect of its mortgage;
 - (g) payment to 2462686 Ontario Inc. of the lesser of: (i) the amount owed to it in respect of its mortgage; or (ii) the remaining proceeds from the sale of the Kingston Property; and
 - (h) payment to 2478659 Ontario Ltd. of the lesser of: (i) the amount owed to it in respect of its mortgage; or (ii) the remaining proceeds from the sale of the Kingston Property.
59. In the event that 2462686 Ontario Inc. and 2478659 Ontario Ltd. do not provide their security documentation to the Receiver or there is a defect with respect to their security and/or there are surplus funds remaining from the sale of the Kingston Property after making the entire Interim Distribution, the Receiver intends to attend in Court to obtain the advice and directions of the Court on the manner in which to distribute the remaining proceeds.

8.0 RECEIPTS AND DISBURSEMENTS

60. The Interim R&D for the period from December 22, 2023 to September 18, 2024 sets out cash receipts of \$393,642, including advances made by the Cameron Stephens totaling \$150,000 pursuant to the Receiver's Certificates against the Kingston Property, and cash disbursements of \$206,243, resulting in an excess of receipts over disbursements of \$187,399. A copy of the Interim R&D is attached hereto as Appendix "G".

9.0 SEALING

61. The Receiver respectfully requests that the Court seal Confidential Appendices 1 and 2 to this report, being the offer summary relating to the Kingston Property and an unredacted copy of the Kingston APS. The Receiver believes that the offer received and purchase price and deposit amounts contained in the APS for the Kingston Property should be kept confidential until the completion of sale efforts with respect to the Kingston Property.
62. The inclusion in the public record of the offer summary and an unredacted copy of the Kingston APS (which discloses the purchase price and deposit amount) would be prejudicial to, among other things, the integrity of sales process and any additional marketing efforts that may be needed for the Kingston Property if sale transaction for the Kingston Property fails to close for any reason.
63. The sealing order sought is limited in time and will automatically expire upon the closing of the transaction contemplated in the Kingston APS or further order of the Court. This will ensure that the offers and purchase price provided in the Kingston APS remains confidential until all sale efforts are completed. This is necessary and sufficient to reasonably protect the legitimate stakeholder interests in the circumstances.
64. A full copy of the Kingston APS is being publicly filed as Appendix "D" to this report, with the purchase price and deposit amounts redacted. As a result, the sealing order's effect on the completeness of the public record, if any, will be minimal.

10.0 PROFESSIONAL FEES

65. The Appointment Order provides that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver were granted a charge (the “**Receiver's Charge**”) on the Property, as security for such fees and disbursements. The Receiver's Charge is a first charge on the Properties in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
66. The Receiver’s accounts for the period from January 1, 2024 to August 31, 2024 total \$77,259.13 in fees and disbursements, plus HST of \$10,043.70, for a total amount of \$87,302.83. A copy of the Receiver’s interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Arif Dhanani sworn on September 19, 2024 and attached as **Appendix “H”** to this report.
67. The accounts of the Receiver’s counsel, Paliare Roland, for the period from January 25, 2024 to August 29, 2024 total \$16,584.38 inclusive of fees, disbursements and HST. A copy of Paliare Roland’s interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Beatrice Loschiavo sworn on September 17, 2024 and attached as **Appendix “I”** to this report.

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11.0 RECEIVER'S REQUEST OF THE COURT

68. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 7(h) above.

All of which is respectfully submitted to this Court as of this September 26, 2024.

TDB RESTRUCTURING 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 E



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ ENDORSEMENT FORM

COURT FILE NO.: CV-23-00701672-00CL DATE: OCTOBER 9, 2024

NO. ON LIST: 5

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

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

PARTICIPANT INFORMATION**For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
Wendy Greenspoon-Soer Counsel	Cameron Stephens Mortgage Capital Ltd.	wgreenspoon@garfinkle.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Paul H. Starkman Calvin Zhang Counsel	2478659 Ontario Ltd.	paul@starkmanlawyers.com calvin@starkmanlawyers.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Dan Murdoch Nick Avis Counsel	Ron Barbaro	dmurdoch@stikeman.com navis@stikeman.com
Samuel Mosonyi Counsel	Elena Terpselas, in her Capacity as Estate Trustee of the Estate of Nicholas Kyriacopoulos	smosonyi@robapp.com

Paul F. Rooney Dale Denis Counsel	AJGL Group Inc.	rooney@paulfrooneyprofcorp.com dale@dilitigation.com
Ryan Taylor Counsel	Issam A. Saad and 2858087 Ontario Inc.	rtaylor@cmlaw.ca
Raffaele Sparano Counsel	2468659 Ontario Inc.	rsparano@himprolaw.com
Arif Dhanani Bryan Tannenbaum	TDB Restructuring Limited	adhanani@tdbadvisory.ca btannenbaum@tdbadvisory.ca
Douglas Montgomery Jeff Larry Counsel	TDB Restructuring Limited	douglas.montgomery@paliareroland.com jeff.larry@paliareroland.com

ENDORSEMENT OF JUSTICE W.D. BLACK:

- [1] This was a motion brought by TDB Restructuring Limited in its capacity as the court-appointed receiver (the “Receiver”) of the lands and premises known municipally as 311 Conacher Drive, Kingston, Ontario (the “Kingston Property”) and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the “Islington Property”) and together with the Kingston Property, the “Properties”) for, among other things, the approval of the sale of the Kingston Property.
- [2] More particularly, the Receiver seeks orders:
- (a) Approving the sale transaction (the “Transaction”) for the Kingston Property contemplated by the asset purchase agreement between the Receiver and 2349891 Ontario Inc. (the “Kingston Purchaser”) dated August 13, 2024 (the “APS”).
 - (b) Following the Receiver’s delivery of the Receiver’s certificate (substantially in the form at Schedule A to the proposed Approval and Vesting Order (the “AVO”), transferring and vesting all of Conacher Kingston Holdings Inc. (the “Debtor”)’s right, title, and interest in and to the Kingston Property to Crestmount Developments (Kingston) Limited, free and clear of all liens, charges, security interests and encumbrances other than permitted encumbrances.
 - (c) Approving the Proposed Interim Distribution (as defined in the materials).
 - (d) Approving the Second Report of the Receiver dated September 26, 2024, and the Receiver’s activities described therein, as well as the fees and disbursements of the Receiver and its counsel as detailed in the Second Report and in two affidavits filed herein.
 - (e) Sealing Confidential Appendices 1 and 2 to the Second Report; and
 - (f) Approving the Receiver’s Statement of Receipts and Disbursements described in the Second Report.
- [3] With the exception of certain concerns discussed below, which in my view do not constitute reasons to prevent or delay the Transaction, the Transaction is essentially unopposed. In my view the process and

efforts undertaken by the Receiver easily meet the well-established criteria under *Royal Bank v. Soundair Corp.*, 1991 CanLII 2727 (ONCA).

- [4] The evidence amply demonstrates that the Kingston Property was well-exposed to the market through, among other steps, distribution of promotional brochures to over 7000 potential purchasers and a public MLS listing for approximately seven weeks. An initial potential deal fell by the wayside, and the Receiver renewed its efforts and attracted (or confirmed) additional interest.
- [5] The Receiver received two offers for the Kingston Property by the Bid Deadline, in addition to the offer from the Kingston Purchaser giving rise to the Transaction.
- [6] The only condition for closing is the issuance of the AVO sought on this motion.
- [7] It is clear to me that the Receiver has made a robust effort to get the best price for the Kingston Property, and has not acted imprudently, and I see nothing to suggest that the process has been in any way unfair.
- [8] The only opposition to the Transaction came, first, from counsel to the putative second mortgagee on the Kingston Property, 2462686 Ontario Inc. (“286”) who raised, reasonably, a question as to whether a particular party who had previously expressed an interest in purchasing the Kingston Property had been approached. The Receiver provided a supplement to its Second Report confirming that indeed there had been communications with the agent for that party, from which no bid had resulted.
- [9] Appropriately, in light of receiving that information, counsel for 286 expressly withdrew the concern.
- [10] A second set of alleged concerns were voiced by counsel for the putative third mortgagee on the Kingston Property, 2478659 Ontario Ltd. (“247”). (I use the word “putative” with respect to mortgages of 246 and 247 inasmuch as, despite numerous requests from the Receiver, neither has yet provided documentation proving the validity of their respective charges. Both say they expect to do so, but for the moment at least some question has been raised about their mortgage security which remains to be resolved).
- [11] I regard the concerns raised by 247 as insubstantial and bordering on inappropriate. The concerns were in the nature of suggesting that, for example, although the Receiver reported that it had sent brochures to 7000 potential purchasers it had not in its materials identified the 7000 recipients or provided relevant details about them. Other similarly unconvincing concerns were raised. 247 also suggested that there was no evidence that the broker had a “for sale” sign in place on the Kingston Property; in response the Broker quickly confirmed that it had and offered photographic evidence (which I did not need to see to accept the Broker’s confirmation). In my view 247’s arguments in this vein were in the nature of “throwing everything against the wall in the hope that something would stick.” As a more troubling part of this offensive, counsel for 247 even went so far as to allege that the Receiver had engaged in “double counting” in respect of its fees.
- [12] Any party asserting such allegations against an officer of the court has, in my view, a duty to provide precise and compelling evidence to substantiate them. The processes involved in insolvency matters before this court are important, and often subject to time constraints and other pressures, and this court relies heavily on the professionalism and integrity of the court-appointed professionals who assist the court in these proceedings.

- [13] That is not to say that the Receiver (or any other court officer) is above scrutiny or reproach. However, such allegations must not be made lightly, and must be based in clear evidence.
- [14] In my view 247's allegations are not supported by the evidence in this record and were and are not reasonable allegations to make. I see nothing to suggest that the receiver has conducted itself with anything less than its usual level of diligence and professionalism.
- [15] I am satisfied that the Transaction is for the benefit of the relevant stakeholders and, as noted, in compliance with the Soundair principles, and I approve it. I also agree with the need for the Confidential Appendices to be sealed (in accordance with Sherman Estate and Sierra Club) and so order.
- [16] The other issues raised before me related to issues about the proposed distribution of funds.
- [17] Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens") is, undisputedly, the first mortgagee on both the Kingston Property – for which it provided first mortgage financing to Conacher Kingston Holdings Inc. ("Conacher Kingston") – and on the Islington Property – for which it provided first mortgage financing to 5004591 Ontario Inc. ("500", and together with Conacher Kingston, the "Debtors").
- [18] The Receiver proposes, after payments of property taxes to the City of Kingston, payment of its fees and those of its counsel, payment of the Receiver's borrowings relating to the Kingston Property, payment to the broker of its commissions and retaining a holdback for further fees and disbursements to pay to Cameron Stephens the remaining amount owed to it in respect of the indebtedness secured by its first mortgage on the Kingston Property (and the Receiver expects that Cameron Stephens indebtedness will be fully repaid from those net proceeds).
- [19] With respect to the second and third mortgagees, 246 and 247, as noted the Receiver remains to be satisfied that these parties have valid charges against the Kingston Property.
- [20] On the assumption that 246 and 247 will demonstrate that their respective security is valid and enforceable, the Receiver than proposed to make the following further distributions:
- (a) Payment to 246 of the lesser of:
 - i. The amount owed to it in respect of its mortgage; or
 - ii. The remaining proceeds from the sale of the Kingston Property; and
 - (b) Payment to 247 of the lesser of:
 - i. The amount owed to it in respect of the mortgage; or
 - ii. The remaining proceeds from the sale of the Kingston Property.
- [21] In the ordinary course, this proposed approach to distribution appears unassailable.
- [22] However, 247 in particular, and 246, make arguments arising in relation to the Islington Property, and in particular the ownership of the Islington Property. That is, and the premise for the "marshalling" argument discussed below, Conacher Kingston and 500 were each owned by the late Nick Kyriacopoulos.

- [23] I should note in passing that, in July of 2024 the Receiver brought a motion to approve the sale of the Islington Property. The motion was granted, but the purchaser ultimately failed to close the purchase, as a result of which the Islington Property was re-listed.
- [24] The order sought by the Receiver contemplates, after the distributions described above, the postponement of any further distributions to creditors pending the sale of the Islington Property. So, any excess proceeds from the sale of the Kingston Property will be held in trust by the Receiver until the Islington Property is sold and stakeholders have an opportunity to make submissions about the appropriate distribution of both any surplus funds from the Kingston Property and the net proceeds of sale of the Islington Property.
- [25] Notwithstanding this proposed approach, 247 has now brought a motion for a declaration that the “doctrine of marshalling be applied to require Cameron Stephens to realize on its security against the [Islington Property].” 247 also seeks an order requiring the Receiver to maintain the sale proceeds from the Kingston Property and the Islington Property in separate accounts, and that Cameron Stephens’ mortgage on the Islington Property not be discharged.
- [26] The Receiver opposes the relief sought by 247, noting that both Conacher Kingston and 500 have covenanted to Cameron Stephens to repay the full amount of their debt, as secured by the first mortgage, in each case that Cameron Stephens holds, on the respective properties.
- [27] The Receiver cites at least four reasons why the proceeds of sale of the Kingston Property ought not to be held back.
- [28] First, as noted, there is no dispute about the validity of Cameron Stephens’ charges over the properties, nor that Cameron Stephens is the first mortgagee in each case. The Receiver points to authority for the proposition that, even if the doctrine of marshalling is applicable, a fundamental principle of the doctrine is that “nothing will be done to interfere with the paramount right of the first mortgagee to pursue his remedy against either of the two estates.” (807933 Ontario Inc. v. Allison (Trustee of) (1995) 22 O.R. (3d) 102 (Gen. Div.), appeal dismissed (1998) 38 O.R. (3d) 337 (C.A.).
- [29] As such, the Receiver persuasively argues, the right of a junior creditor to invoke the marshalling doctrine is subject to the important qualification that nothing will be done to interfere with the ability of the first mortgagee to pursue its remedy against either of the two estates. The first mortgagee does not become a trustee for the junior mortgagees (*First Investors Corp. v. Veeradon Developments Ltd.* (1988), ABCA 38 (CanLII)). In this case, the Receiver asserts, requiring Cameron Stephens to postpone realization on its security would in fact prejudice its “paramount” right to pursue its remedy against either of the two estates.
- [30] Second, the Receiver takes issue with 247’s reliance on *Re Allison* (on which the Receiver also relies). The Receiver points out that the motions judge in that case concluded that “the applicants are not entitled to invoke the doctrine of marshalling” on the basis that the applicant was not a secured creditor.” Moreover, as was pointed out by counsel for the owner of the Islington Property, who was present in court, the specific aspect of the motions judge’s decision in *Re Allison* on which 247 specifically relied in argument was expressly overturned by the Court of Appeal for Ontario.
- [31] The Receiver notes that, even if the doctrine of marshalling applies – in respect of which it takes no position – the result would still be to pay down Cameron Stephens’ debt in full from the Kingston

Property sale, and subsequently allow 246 and/or 247 to argue that they have the right to marshal into the Islington Property, which is precisely what the Receiver's proposed approach will allow to happen.

- [32] The Receiver's third point is that the indebtedness owed to Cameron Stephens and the other creditors continues to grow as a result of the accrual of interest, such that the sooner its debt is satisfied the more money will be available for the satisfaction of other debts. On the other hand, reducing the amount of proceeds available to satisfy the claims of multiple creditors is in none of the stakeholders' interest.
- [33] Finally, the Receiver notes that creditors who assert claims, albeit unsecured, against proceeds from the Islington Property may similarly argue that Cameron Stephens' indebtedness ought to be repaid out of the Kingston Property first. In fact, those very arguments were raised in July 2024 when the Receiver sought approval of the sale of the Toronto Property.
- [34] I am persuaded by these submissions. In my view the doctrine of marshalling, even if it applies, does not assist the second and third mortgagees (246 and 247) here.
- [35] The Receiver's proposed approach to distribution in fact preserves whatever rights these parties (and others) may have to share in the proceeds of sale (of the two properties).
- [36] Moreover, it remains the case that 246 and 247 have yet to prove the validity of their respective charges (and counsel for the owner of the Islington Property maintains that they will be unable to do so). While I would not uphold the argument of 246 and 247 in the circumstances at hand in any event, I would be all the more loath to do so when the validity of their respective charges remains unproved.
- [37] As noted, and for these additional reasons, I am granting the orders sought by the Receiver, signed copies of which are attached, and dismissing the motions of 246 and 247.



W.D. BLACK J.

DATE: OCTOBER 9, 2024

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) WEDNESDAY, THE 9TH DAY
JUSTICE W.D. BLACK) OF OCTOBER, 2024

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

CONACHER KINGSTON HOLDINGS INC. and 5004591 ONTARIO INC.

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by TDB Restructuring Limited in its capacity as the Court-appointed receiver (the "Receiver") of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "Kingston Property") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Toronto Property" and together with the Kingston Property, the "Properties") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and 2349891 Ontario Inc. (the "Purchaser") dated August 13, 2024 and appended to the Report of the Receiver dated September 26, 2024 (the "Second Report"), and vesting in the Purchaser or as it directs, Conacher Kingston

Holdings Inc. (the “Debtor”)’s right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report and on hearing the submissions of counsel for the Receiver and the other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the Lawyer’s Certificate of Service of Douglas Montgomery, dated October 2, 2024, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to Crestmount Developments (Kingston) Limited.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in Crestmount Developments (Kingston) Limited, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the

foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Conway dated December 6, 2023 (and effective December 22, 2023); (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office No. 13 of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act, the Land Registrar is hereby directed to enter Crestmount Developments (Kingston) Limited as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been

sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS that, upon closing of the Transaction, the Receiver is authorized and directed to distribute the net proceeds from the sale of the Purchased Assets in the following order of priority (such scheme of distribution being the “Interim Distribution”):

- (a) Payment to the City of Kingston, in respect of property taxes owing by the Debtor in connection with the Kingston Property;
- (b) Payment to the Receiver and its counsel, in respect of remaining unpaid fees and disbursements in connection with the Kingston Property;
- (c) Payment to Cameron Stephens Mortgage Capital Ltd. (“CS”), in respect of amounts loaned to the Receiver pursuant to the Receiver’s Borrowing Charge in connection with Kingston Property;
- (d) Payment to Rogers & Trainor Commercial Realty Inc., in respect of commissions owed to it upon the successful closing of the Transaction;
- (e) Retention of \$150,000 by the Receiver as a holdback amount for the further fees and disbursements of the Receiver and its counsel to do close the sale of the Kingston Property and to do all things necessary to wind up the administration of the receivership of the Kingston Property; and

- (f) Payment to CS, in respect of the remaining amount owed to it in connection with its mortgage registered on title to the Kingston Property.

6. THIS COURT ORDERS that, to the extent that there remain net proceeds from the sale of the Purchased Assets following the Interim Distribution (these funds being the “Surplus Funds”), the Receiver shall hold the Surplus Funds pending further order of the Court.

7. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

8. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in Crestmount Developments (Kingston) Limited pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor

shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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



Schedule A – Form of Receiver’s Certificate

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and –

CONACHER KINGSTON HOLDINGS INC. and 5004591 ONTARIO INC.

Respondents

RECEIVER’S CERTIFICATE

RECITALS

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

2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Toronto Property" and together with the Kingston property, the "Properties").

- (b) Pursuant to an Order of the Court dated October 9, 2024, the Court approved the agreement of purchase and sale made as of August 13, 2024 (the "Sale Agreement") between the Receiver and the Purchaser and provided for the vesting in Crestmount Developments (Kingston) Limited of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- (c) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

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

2. The conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

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

Per: _____

Name:

Title:

Schedule B – Purchased Assets

PIN Range Nos. 36061-0475 to 36061-0730

Lots 1 to 256, all inclusive, Plan 13M135

PIN Range Nos. 36061-0731 to 36061-0734

Blocks 257 to 260, all inclusive, Plan 13M135

Schedule C – Claims to be deleted and expunged from title to Real Property

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
FC294966	2019/12/18	CHARGE	\$15,600,000	CONACHER KINGSTON HOLDINGS INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.
FC312121	2020/10/23	CHARGE	\$5,000,000	CONACHER KINGSTON HOLDINGS INC.	2462686 ONTARIO INC.
FC312122	2020/10/23	NO ASSGN RENT GEN		CONACHER KINGSTON HOLDINGS INC.	2462686 ONTARIO INC.
FC319869	2021/02/25	POSTPONEMENT		2462686 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.
FC362038	2022/11/03	CHARGE	\$8,500,000	CONACHER KINGSTON HOLDINGS INC.	2478659 ONTARIO LTD.
FC384851	2024/03/22	NOTICE		STERLING CAPITAL CORP.	
FC388266	2024/06/11	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED
FC388269	2024/06/11	APL AMEND ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
FR143249	1964/01/23	BYLAW			
FR210365	1971/05/27	BYLAW			
FR656866	1996/10/31	AGREEMENT	\$1		THE CITY OF KINGSTON
FR673613	1997/10/01	BYLAW			
FC267976	2018/09/18	NOTICE		THE CORPORATION OF THE CITY OF KINGSTON	CONACHER KINGSTON HOLDINGS INC.
FC271067	2018/11/05	BYLAW		THE CORPORATION OF THE CITY OF KINGSTON	
FC299585	2020/03/19	NOTICE		THE CORPORATION OF THE CITY OF KINGSTON	CONACHER KINGSTON HOLDINGS INC.
13M135	2021/06/15	PLAN SUBDIVISION			
13R22461	2021/06/18	PLAN REFERENCE			
FC328512	2021/06/28	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF KINGSTON	CONACHER KINGSTON HOLDINGS INC.
FC328513	2021/06/28	TRANSFER EASEMENT	\$1	CONACHER KINGSTON HOLDINGS INC.	THE CORPORATION OF THE CITY OF KINGSTON

MR of the Receiver, P. 486

FC329305	2021/07/07	TRANSFER EASEMENT	\$1	CONACHER KINGSTON HOLDINGS INC.	KINGSTON HYDRO CORPORATION
FC356034	2022/07/28	PLAN CORRECTION		ASSISTANT EXAMINER OF SURVEYS	

APPENDIX F

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT made the 26th day of September 2024.

BETWEEN:

TDB RESTRUCTURING LIMITED (the “**Receiver**”)

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

(the “**Vendor**”)

and

Arjun Anand in trust for a company to be formed

(the “**Purchaser**”)

RECITALS:

- A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated December 6, 2023, (the “**Appointment Order**”) RSM Canada Limited was appointed as Receiver over the lands legally described in Schedule “A” attached hereto, effective December 22, 2023;
- B. Pursuant to the Substitution Order of the Ontario Court of Justice (Commercial List) dated March 1, 2024, (the “**Substitution Order**”) the Receiver’s name was substituted in the place of the name of RSM Canada Limited;
- C. The Vendor desires to sell and the Purchaser desires to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

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

SECTION 1 - INTERPRETATION

1.1. Definitions

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

- (a) **"Acceptance Date"** means the date that this Agreement is executed and delivered by the Parties;
- (b) **"Agent"** shall mean Colliers Macaulay Nicolls Inc.;
- (c) **"Agreement"** means this Agreement of Purchase and Sale, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;
- (d) **"Applicable Laws"** means, with respect to the Purchased Assets or to any Person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Person, property, transaction or event;
- (e) **"Assumed Liabilities"** has the meaning ascribed to it in Section 2.10.
- (f) **"Business Day"** means a day on which banks and the Land Registry Office for the City of Toronto are open for business but does not include a Saturday, Sunday, or statutory holiday in the Province of Ontario;
- (g) Intentionally deleted.
- (h) **"Claim"** means any claim, demand, action, cause of action, damage, loss, cost, liability or expense (including legal fees on a substantial indemnity basis) and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- (i) **"Closing"** means the successful completion of the Transaction; V^{DS} . A
10 business
- (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;~~ V^{DS} . A
- (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 \$ [REDACTED], allocated as set out in paragraph 2.7.

2.5. Deposit

The Parties acknowledge and agree that the sum of \$[REDACTED] being ten (10%) percent of the Purchase Price (the “**Deposit**”) will be delivered by the Purchaser to the Vendor’s solicitor in trust within 24 hours of acceptance of an executed copy of the Agreement by the Purchaser and the Vendor. The Deposit shall be held in a non-interest bearing account of a Canadian chartered bank or trust company, in trust and to be disbursed in accordance with the following provisions:

- (a) if the purchase and sale of the Purchased Assets is completed on the Closing Date, then the Deposit shall be released from trust and applied towards payment of the Purchase Price;
- (b) if the purchase and sale of the Purchased Assets is not completed on the Closing Date for any reason other than the default of the Purchaser hereunder, then the Deposit shall, subject to any Claim by the Vendor for damages under Section 2.12(d) herein, be released from trust and paid to the Purchaser in full satisfaction of all Claims incurred by the Purchaser as a result of such non-completion; or
- (c) if the purchase and sale of the Purchased Assets is not completed on the Closing Date as a result of the Purchaser’s default hereunder, then the Deposit shall be forfeited to the Vendor and released from trust as liquidated damages and not as a penalty and paid to the Vendor without prejudice to the Vendor’s rights to reimbursement on account of any Claim of the Vendor against the Purchaser as a result of such failure and the Vendor shall be entitled to pursue all of its rights and remedies against the Purchaser, including the resale of the Purchased Assets. Upon any such resale, the Purchaser shall pay to the Vendor: (i) an amount equal to the amount, if any, by which the Purchase Price under the Agreement exceeds the net purchase price received by the Vendor pursuant to such resale (net of any commissions and costs and expenses incurred to effect the completion of such resale including legal costs on a full indemnity basis), and (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of the Transaction or occasioned by the Purchaser’s failure to comply with this Agreement.

2.6. Payment of Purchase Price

The Purchase Price shall be paid and satisfied as follows:

- (a) on Closing, the Deposit shall be released from trust and credited against the Purchase Price in accordance with Section 2.5(a); and
- (b) on Closing, the Purchase Price, subject to adjustments and minus the amount paid to the Vendor pursuant to Section 2.6(a), shall be paid to the Vendor or as the Vendor may direct in writing by way of wire transfer using the Large Value Transfer System.

2.7. Intentionally deleted.

2.8. Adjustment of Purchase Price

- (1) The Purchase Price shall be adjusted as of the Closing Date in accordance with the terms of this Agreement for any property taxes (including interest thereon, if applicable), utilities and any other items which are usually adjusted in purchase transactions involving assets similar to the Purchased Assets in the context of a Court supervised sale (the "**Adjustments**"). The Receiver shall prepare a statement of adjustments and deliver same to the Purchaser for its approval by no later than 3 Business Days prior to the Closing Date. If the amount of any Adjustments required to be made pursuant to this Purchase Agreement cannot be reasonably determined as of the Closing Date, an estimate shall be made by the Vendor as of the Closing Date based upon the best information available to the Vendor at such time. When such cost or amount is determined, the Vendor or Purchaser, as the case may be, shall, within 30 days of determination, provide a complete statement thereof to the other and within 30 days thereafter the Vendor and the Purchaser shall make a final adjustment as of the Closing Date for the item in question. In the absence of agreement by the Parties the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Vendor and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the Parties. All re-adjustments shall be requested in a detailed manner on or before the 60th day after the Closing Date, after which time neither party shall have any right to request re-adjustment.
- (2) Other than as provided for in this section 2.8, there shall be no Adjustments to the Purchase Price.

2.9. Excluded Liabilities

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

2.10. Assumed Liabilities

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

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

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

(the foregoing being the “**Assumed Liabilities**”).

2.11. Taxes

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

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

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

2.12. Inspections

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

- (a) any invasive testing shall require the Vendor's written approval prior to such testing;
- (b) the Purchaser shall provide at least two Business Days' notice to the Vendor of any such tests and inspections and the Vendor will be entitled to have a representative present during all such tests and inspections;
- (c) all soil tests or environmental audits shall be coordinated with the Vendor;

- (d) any damage to the Property caused by such tests and inspections will be promptly repaired by the Purchaser and the Purchaser will indemnify and save the Vendor harmless from all Claims which the Vendor may suffer as a result of the said tests and inspections or any other breach of this Section by the Purchaser; and
- (e) prior to entering the Property to conduct the Purchaser's tests and investigations, the Purchaser shall deliver (or shall cause its representatives completing the Purchaser's investigations on its behalf to deliver) to the Vendor evidence of liability insurance coverage for at least \$2,000,000.

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

2.13. Non-Transferable and Non-Assignable Purchased Assets

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

- (a) maintain its existence and hold the Rights in trust for the Purchaser;
- (b) comply with the terms and provisions of the Rights as agent for the Purchaser at the Purchaser's cost and for the Purchaser's benefit;
- (c) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser; and
- (d) enforce, at the reasonable request of the Purchaser and at the expense and for the account of the Purchaser, any rights of the Vendor arising from such Rights against any third Person, including the right to elect to terminate any such Rights in accordance with the terms of such Rights upon the written direction of the Purchaser.

In order that the full value of the Rights may be realized for the benefit of the Purchaser,

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

2.14 Intentionally deleted.

2.15 Approval and Vesting Order

- (a) The Receiver and the Purchaser acknowledge that:
 - i. this Agreement is subject to Court approval; and
 - ii. closing of the Transaction is subject to this Agreement being determined by the Receiver to be the Successful Bid pursuant to the Sale Procedure and to the issuance of the Approval and Vesting Order.
- (b) If this Agreement is determined to be the Successful Bid (as defined in the Sale Procedure) pursuant to the Sale Procedure, the Receiver shall use its commercially reasonable efforts to promptly thereafter file and serve the Vesting Order Motion on notice to the necessary parties.
- (c) If the Purchaser is the Successful Bidder (as defined in the Sale Procedure), the Purchaser shall provide all information if any, and take any such actions as may be reasonable requested by the Receiver to assist the Receiver in obtaining the Approval and Vesting Order and any other order of the Court reasonably necessary to consummate the Transaction.
- (d) From and after the Acceptance Date, the Receiver shall provide such prior notice as may be reasonable under the circumstances before filing any materials with the Court that relate, in whole or in part, to this Agreement, the Purchaser, or the Approval and Vesting Order and shall consult in good faith with the Purchaser regarding the content of such materials prior to any such filing (provided that the Receiver shall not be obligated to incorporate the comments of the Purchaser and do any such filings).

2.16 Closing Certificate

The parties hereto acknowledge and agree that the Receiver shall be entitled to file with

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

2.17 Receiver’s Capacity

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

SECTION 3 - REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Covenants

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

- (a) all obligations which are to be observed or performed from and after completion of this Transaction under the Permitted Encumbrances; and
- (b) the Assumed Liabilities and any other obligations and liabilities assumed by the Purchaser as provided for by this Agreement.

3.2 Purchaser’s Representations and Warranties

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

- (a) the Purchaser is and will be as of Closing, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Purchased Assets;
- (b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) no consent or approval of or registration, declaration or filing with any Government Authority is required for the execution or delivery of this Agreement by the Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of

any of its obligations hereunder;

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

3.3 Record of Site Condition in the Environmental Registry

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

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

On Closing, the Purchaser shall deliver an indemnity in favour of the Vendor in which it

agrees to indemnify and save the Vendor harmless from any and all Claims incurred by the Vendor in the event the Purchaser fails to make such filings.

3.4 Receiver's Representations

The Receiver represents and warrants to the Purchaser as follows:

- (a) the Receiver has been duly appointed as the receiver of the Purchased Assets pursuant to the Appointment Order and has full right, power and authority, subject to obtaining the Approval and Vesting Order prior to Closing, to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order; and
- (b) the Receiver is not a non-resident of Canada for purposes of Section 116 of the *Income Tax Act* (Canada).

3.5 Survival of Representations, Warranties and Covenants

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

SECTION 4 — CONDITIONS

4.1 Purchaser Closing Conditions

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

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;
- (b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at Closing all the documents contemplated in Section 5.3 or elsewhere in this Agreement;
- (c) intentionally deleted;
- (d) the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction; and

- (e) the Receiver shall have determined in accordance with the Sale Procedure that this Agreement is the Successful Bid.
- (f) This Agreement is subject to the following conditions {the "Due Diligence Condition") These conditions are included for the sole benefit of the Purchaser the compliance with which shall be a condition precedent to any obligation hereunder on the part of and any of which may be waived by the Purchaser in writing in its sole absolute and unfettered discretion. If the Purchaser is not satisfied on its sole, absolute and unfettered discretion with any of the foregoing it may by notice in writing to the Vendor or the Vendor's lawyer given on or before Due Diligence Date, terminate this Agreement whereupon the Agreement shall be null and void and of no further force or effect and the Deposit shall be returned forthwith to the Purchaser together with all interest accrued thereon and without deduction of any kind and neither party shall have any further liability to the other. Following acceptance of this Agreement, there shall be a due diligence period of ~~Sixty~~ ^{Thirty} Days from the acceptance of this Agreement {the "Due Diligence Date") by the Due Diligence Date the Purchaser in its sole absolute and unfettered discretion shall have been satisfied with the following
- (g) 1) The environmental condition of the Property including the soil and including without limitation with the results of a Phase I environmental site assessment;
- (h) 2) The physical condition of the Property and the structures thereon including without limitation with the results of the building inspection;The Vendor agrees to cooperate in providing access to the property, if necessary, for any inspection of the property required for the fulfillment of this condition.
- (i) 3) Any governmental orders physical and engineering inspections of the Property compliance with all applicable laws and regulations, any agreements with third parties affecting the Property environmental audits, soil tests and any other matters of interest to the Purchaser with respect to the Property;
- (j) 4) The Purchaser's satisfactory review of title to the Property
- (k) 5) The Purchaser's satisfaction with the economic feasibility of acquiring the Property.
- (l) 6) The Purchaser determines, at the Purchaser's expense, that no portion of the property has been designated as hazard land, flood plain, or an environmentally protected zone. .Due diligence process which includes but is not limited to technical feasibility, legal, tax, regulatory, building permits, environmental, municipal approvals, the viability of rezoning the Property and/or as to the feasibility of the development of the Property and

any other approvals which are customary for this type of project. The Due Diligence Condition is inserted herein for the sole and exclusive benefit of the Purchaser and the Purchaser may at its option waive the fulfillment of the Due Diligence Condition in whole or in part by notice in writing to the Vendor or the Vendor's lawyer (without prejudice to its rights to declare that any other part or parts of the due Diligence Condition is not fulfilled)) and in the event that the Purchaser is satisfied in its sole absolute and unfettered discretion as to all of the foregoing or has waived the same within the aforesaid time period, then this Agreement shall be completed in accordance with its terms. If the Purchaser does not give written notice to the Vendor or the Vendor's lawyer on or before the Due Diligence Date as to whether or not the Purchaser is satisfied with the fulfillment of the due Diligence Condition, then the Purchaser shall be deemed to have terminated this Agreement. The Vendor shall not call for the delivery by the Purchaser of any material pertaining to or relating to the Purchaser's due diligence activities nor shall the Purchaser be obligated provide any evidence to substantiate its due diligence activities or conclusion.

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

4.2 Purchaser Closing Conditions Not Fulfilled

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

- (a) terminate this Agreement by notice to the Vendor, in which event the Purchaser shall be released from its obligations under this Agreement and the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof; or
- (b) waive compliance with any such Purchaser Closing Condition, without prejudice to its right of termination in the event of non-fulfillment of any other Purchaser Closing Condition.

4.3 Vendor Closing Conditions

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

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;
- (b) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated in Section 5.2 or elsewhere in this Agreement;
- (c) there shall be no litigation or proceedings pending against the Vendor, in respect of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper;
- (d) The Receiver shall have determined in accordance with the Sale Procedure that this Agreement is the Successful Bid; and
- (e) On the closing date, the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction.

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

4.4 Vendor Closing Conditions Not Fulfilled

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

- (a) terminate this Agreement by notice to the Purchaser in which event the Vendor shall be released from all obligations under this Agreement and, unless the Vendor Closing Condition that was not fulfilled was the Vendor Closing Condition contained in Section 4.3(c), the Deposit shall be retained by the Vendor in accordance with the provisions of Section 2.5 hereof; or
- (b) waive compliance with any such Vendor Closing Condition without prejudice to its right of termination in the event of non-fulfillment of any other Vendor Closing Condition.

4.5 Approval and Vesting Order

The obligations of the Vendor and the Purchaser hereunder are subject to the mutual

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

SECTION 5 — CLOSING

5.1. Closing

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

^{DS} ~~The Closing Date shall be 60 days after the Due Diligence date or when all conditions as specified in the Agreement for the benefit of the Purchaser have been waived.~~ The Closing Date shall be subject to the approval of the Vesting Order, if the approval of the Vesting Order has not been received, then the Closing Date shall be extended ("Extended Closing Date") for a further period of 60 days. In the event that the approval has not been received by the Extended Closing Date, then the Purchaser shall have the right to terminate this Agreement in writing to the Vendor or to the Vendor's Solicitor at his absolute and sole discretion and the Deposit shall be returned to the Purchaser in full without interest or deduction.

5.2. Purchaser's Deliveries on Closing

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

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

Purchaser Closing Conditions have been fulfilled, performed or waived as of the Closing Date;

- (d) assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;
- (e) the certificate and indemnity provided for under Section 2.11;
- (f) an undertaking to re-adjust any item on or omitted from the statement of adjustments subject to 60 day limitation period in Section 2.8;
- (g) an environmental release and indemnity indemnifying and holding the Vendor harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "**Damages**") suffered or incurred by the Vendor, directly or indirectly, as a result of or in connection with any of the following, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:
 - (i) the presence, release, or the threat of a release of any Hazardous Materials in, on or under the Property;
 - (ii) the presence of any Hazardous Materials in, on or under properties adjoining or proximate to the Property;
 - (iii) any other environmental matters relating to the Property;
 - (iv) the breach of any Environmental Laws applicable to the Property;
 - (v) the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Purchaser;
 - (vi) the Environmental Condition; or
 - (vii) the Indemnity provided for in Schedule 3.3; and
- (h) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

5.3 Vendor's Deliveries on Closing

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

- (ii) an acknowledgement dated as of the Closing Date, that each of the Vendor Closing Conditions have been fulfilled, performed or waived as of the Closing Date;
 - (iii) an assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;
 - (iv) assignment of all Leases;
 - (v) the Approval and Vesting Order; and
 - (vi) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.
- (b) Upon the completion of the deliveries pursuant to Section 5.2 and 5.3(a), the Vendor shall immediately file a certificate with the Court (the "**Receiver's Certificate**") that the Transaction has been completed and title to the Property shall vest in the Purchaser effective immediately upon the filing with the Court of the Receiver's Certificate and shall deliver to the Purchaser a copy of same.

5.4 Risk

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

5.5 Termination

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

- (a) all the obligations of both the Vendor and Purchaser pursuant to this Agreement shall be at an end; and
- (b) the Purchaser shall have no right to specific performance or any other remedy against, or any right to recover on account of any Claim it may

have from, the Vendor.

5.6 Breach by Purchaser

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

5.7 Electronic Registration

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

SECTION 6 - GENERAL

6.1. Further Assurances

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

6.2. Notice

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

in the case of the Purchaser, as follows:

Attention: Arjun Anand
Telephone No: 647 502-9954

Email:

and in the case of the Vendor, as follows:

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

Attention: Arif Dhanani
Email: adhanani@tdbadvisory.ca

with a copy to:

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

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

and a copy to:

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

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

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

6.3. Time

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

6.4. Currency

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

6.5. Benefit of Agreement

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

6.6. Amendments and Waiver

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser may consent to any such amendment at any time prior to the Closing with the prior authorization of their respective boards of directors.

6.7. Entire Agreement

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

6.8. Paramountcy

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

6.9. Severability

If any provision of this Agreement or any document delivered in connection with this

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

6.10. Governing Law

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

6.11. Commission

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

6.12. Certain Words

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

6.13. Statutory References

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

6.14. Actions to be Performed on a Business Day

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

6.15. No Registrations

The Purchaser hereby covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, or any other document providing evidence of this Agreement against title to the Property. Should the Purchaser be in default of its obligations under this Section, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement, caution, certificate of pending litigation or other document providing evidence of this Agreement or any assignment of this Agreement from the title to the Property and the Purchaser shall be deemed to be in default of its obligations hereunder. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in

law to cause the removal of such notice of this Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property. The Purchaser acknowledges and agrees that until Closing, the Purchaser has no interest in the Property whatsoever, notwithstanding anything to the contrary herein.

6.16. Strict Construction

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

6.17. No Third Party Beneficiaries

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

6.18. Planning Act

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

6.19. Counterparts

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

6.21 Expenses

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

(Remainder of this page intentionally left blank)

6.22 Announcements

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

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

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

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

Per: 
Name: Arjun Anand, B. Eng, MBA, CFA
Title: Director, Ambros Family Office

Schedule "A"

Property

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

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

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

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

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

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

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

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

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

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

Schedule "B"

Permitted Encumbrances

"Permitted Encumbrances" means the following:

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

Permitted Encumbrances related to the Property
(unaffected by the 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 7th day of October, 2024.

DocuSigned by:


Per: _____
Name: Arjun Anand In Trust For A Company To Be Formed
Title: Ambros Family Office Director

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

Schedule "B"

PROPERTY

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

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

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

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

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

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

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

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

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

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

APPENDIX G



10306-0032 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 1 PL 9059 NORTH YORK AS IN TR92058; TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER: RECENTLY:
RE-ENTRY FROM 10306-0304

FIN CREATION DATE:
2002/07/29

OWNERS' NAMES
5004591 ONTARIO INC.
CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 4#(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 2002/07/29 **					
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
NY524794	1967/11/21	AGREEMENT	\$1			C
NY579166	1970/07/20	BYLAW EX PART LOT				C
REMARKS: BY-LAW NO. 23292						
NY593705	1971/05/12	AGREEMENT			BOROUGH OF NORTH YORK	C
NY608306	1971/12/29	AGREEMENT			THE CORPORATION OF THE BOROUGH OF NORTH YORK	C
NY620929	1972/07/28	BYLAW				C
NY632269	1973/01/29	NOTICE			DEPARTMENT OF TRANSPORTATION	C
REMARKS: (SEE B355841) AMENDMENT TO AIRPORT ZONING REG.						
CORRECTIONS: 'PARTY: DEPARTMENT OF TRANSPORTATION' ADDED ON 1990/05/25 BY LESLIE ROBERTSON.						
TR57844	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C

MR of the Receiver, P. 532

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



10306-0032 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4601553	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C
AT4601554	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C
AT4601555	2017/06/19	RESTRICTION-LAND		TERRANATA THE STEP INC.		C
AT4867240	2018/05/18	NOTICE		CITY OF TORONTO		C
AT5125306	2019/05/01	TRANSFER	\$2,275,000	TERRANATA THE STEP INC.	5004591 ONTARIO INC.	C
AT5323017	2019/12/18	CHARGE	\$15,600,000	5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
AT5323018	2019/12/18	NO ASSGN RENT GEN		5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
AT6579363	2024/05/27	CAUTION-LAND	\$2	5004591 ONTARIO INC.	LAKESHORE LUXE DESIGN AND BUILD GROUP INC.	

MR of the Receiver, P. 533

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



LAND
REGISTRY
OFFICE #66

10306-0033 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 1 PL 9059 NORTH YORK AS IN TB221318; TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
RE-ENTRY FROM 10306-0305

FIN CREATION DATE:
2002/07/29

FEE SIMPLE
LT CONVERSION QUALIFIED
OWNERS' NAMES
5004591 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **				
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 4#(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**		AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**DATE OF CONVERSION TO		LAND TITLES: 2002/07/29 **				
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
NY524794	1967/11/21	AGREEMENT	\$1			C
NY579166	1970/07/20	BYLAW EX PART LOT				C
REMARKS: BY-LAW NO. 23292						
NY593705	1971/05/12	AGREEMENT			BOROUGH OF NORTH YORK	C
NY608306	1971/12/29	AGREEMENT			THE CORPORATION OF THE BOROUGH OF NORTH YORK	C
NY620929	1972/07/28	BYLAW				C
NY632269	1973/01/29	NOTICE			DEPARTMENT OF TRANSPORTATION	C
REMARKS: (SEE B355841) AMENDMENT TO AIRPORT ZONING REG.						
CORRECTIONS: 'PARTY: DEPARTMENT OF TRANSPORTATION' ADDED ON 1990/05/25 BY LESLIE ROBERTSON.						
TR57844	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C

MR of the Receiver, P. 534

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



10306-0033 (LIT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4601553	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C
AT4601554	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C
AT4601555	2017/06/19	RESTRICTION-LAND		TERRANATA THE STEP INC.		C
AT4867240	2018/05/18	NOTICE		CITY OF TORONTO		C
AT5125306	2019/05/01	TRANSFER	\$2,275,000	TERRANATA THE STEP INC.	5004591 ONTARIO INC.	C
AT5323017	2019/12/18	CHARGE	\$15,600,000	5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
AT5323018	2019/12/18	NO ASSGN RENT GEN		5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
AT6579363	2024/05/27	CAUTION-LAND	\$2	5004591 ONTARIO INC.	LAKESHORE LUXE DESIGN AND BUILD GROUP INC.	

MR of the Receiver, P. 535

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



10306-0034 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 2 PL 9059 NORTH YORK AS IN TB379984; TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER: RECENTLY:
RE-ENTRY FROM 10306-0306

FIN CREATION DATE:
2002/07/29

FEE SIMPLE

LT CONVERSION QUALIFIED

OWNERS' NAMES CAPACITY SHARE
5004591 ONTARIO INC. ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 4#(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 2002/07/29 **					
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
NY524794	1967/11/21	AGREEMENT	\$1			C
NY579166	1970/07/20	BYLAW EX PART LOT				C
REMARKS: BY-LAW NO. 23292						
NY593705	1971/05/12	AGREEMENT			BOROUGH OF NORTH YORK	C
NY608306	1971/12/29	AGREEMENT			THE CORPORATION OF THE BOROUGH OF NORTH YORK	C
NY620929	1972/07/28	BYLAW				C
NY632269	1973/01/29	NOTICE			DEPARTMENT OF TRANSPORTATION	C
REMARKS: (SEE B355841) AMENDMENT TO AIRPORT ZONING REG.						
CORRECTIONS: 'PARTY: DEPARTMENT OF TRANSPORTATION' ADDED ON 1990/05/25 BY LESLIE ROBERTSON.						
TB379984	1986/12/29	DECL SEC 22				C
REMARKS: NY64579						

MR of the Receiver, P. 536

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



10306-0034 (LIT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
TR57844	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		REMARKS: PEARSON AIRPORT ZONING REGULATION				
AT4601553	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C
		REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD				
AT4601554	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C
AT4601555	2017/06/19	RESTRICTION-LAND		TERRANATA THE STEP INC.		C
		REMARKS: THE REGISTERED OWNER OF THE LANDS DESCRIBED HEREIN, HEREBY APPLIES UNDER SECTION 118 OF THE LAND TITLES ACT FOR ENTRY OF THE FOLLOWING RESTRICTION : "NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECTION ABOVE, OR ANY PART THEREOF, SHALL BE REGISTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE CHIEF PLANNER, OR HIS/HER DESIGNATE, CITY OF TORONTO"				
AT4867240	2018/05/18	NOTICE		CITY OF TORONTO		C
AT5125306	2019/05/01	TRANSFER	\$2,275,000	TERRANATA THE STEP INC.	5004591 ONTARIO INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
AT5323017	2019/12/18	CHARGE	\$15,600,000	5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
AT5323018	2019/12/18	NO ASSGN RENT GEN		5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
		REMARKS: AT5323017.				
AT6579363	2024/05/27	CAUTION-LAND	\$2	5004591 ONTARIO INC.	LAKESHORE LUXE DESIGN AND BUILD GROUP INC.	

MR of the Receiver, P. 537

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 2 PL 9059 NORTH YORK AS IN TB379983; TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
RE-ENTRY FROM 10306-0307

FIN CREATION DATE:
2002/07/29

FEE SIMPLE
LT CONVERSION QUALIFIED
OWNERS' NAMES
5004591 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **				
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 4#(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**		AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**DATE OF CONVERSION TO		LAND TITLES: 2002/07/29 **				
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
NY524794	1967/11/21	AGREEMENT	\$1			C
NY579166	1970/07/20	BYLAW EX PART LOT				C
REMARKS: BY-LAW NO. 23292						
NY593705	1971/05/12	AGREEMENT			BOROUGH OF NORTH YORK	C
NY608306	1971/12/29	AGREEMENT			THE CORPORATION OF THE BOROUGH OF NORTH YORK	C
NY620929	1972/07/28	BYLAW				C
NY632269	1973/01/29	NOTICE			DEPARTMENT OF TRANSPORTATION	C
REMARKS: (SEE B355841) AMENDMENT TO AIRPORT ZONING REG.						
CORRECTIONS: 'PARTY: DEPARTMENT OF TRANSPORTATION' ADDED ON 1990/05/25 BY LESLIE ROBERTSON.						
TR57844	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C

MR of the Receiver, P. 538

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



10306-0035 (LIT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4601553	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C
AT4601554	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C
AT4601555	2017/06/19	RESTRICTION-LAND		TERRANATA THE STEP INC.		C
AT4867240	2018/05/18	NOTICE		CITY OF TORONTO		C
AT5125306	2019/05/01	TRANSFER	\$2,275,000	TERRANATA THE STEP INC.	5004591 ONTARIO INC.	C
AT5323017	2019/12/18	CHARGE	\$15,600,000	5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
AT5323018	2019/12/18	NO ASSGN RENT GEN		5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
AT6579363	2024/05/27	CAUTION-LAND	\$2	5004591 ONTARIO INC.	LAKESHORE LUXE DESIGN AND BUILD GROUP INC.	

MR of the Receiver, P. 539

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2
PREPARED FOR courtney01
ON 2024/06/03 AT 14:07:47

LAND
REGISTRY
OFFICE #66

10306-0064 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 22 CON 6 WYS TWP OF YORK AS IN NY735134; TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
RE-ENTRY FROM 10306-0336

FIN CREATION DATE:
2002/07/29

**FEE SIMPLE
LT CONVERSION QUALIFIED
OWNERS' NAMES**
5004591 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **				
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 4#(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**		AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**DATE OF CONVERSION TO		LAND TITLES: 2002/07/29 **				
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
NY632269	1973/01/29	NOTICE			DEPARTMENT OF TRANSPORTATION	C
REMARKS: (SEE #355841) AMENDMENT TO AIRPORT ZONING REG.						
CORRECTIONS: 'PARTY: DEPARTMENT OF TRANSPORTATION' ADDED ON 1990/05/25 BY LESLIE ROBERTSON.						
TR57844	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
AT4601553	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT4601554	2017/06/19	NOTICE	\$2	CITY OF TORONTO		C
AT4601555	2017/06/19	RESTRICTION-LAND		TERRANATA THE STEP INC.		C
REMARKS: THE REGISTERED OWNER OF THE LANDS DESCRIBED HEREIN, HEREBY APPLIES UNDER SECTION 118 OF THE LAND TITLES ACT FOR ENTRY OF THE FOLLOWING RESTRICTION : "NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECTION ABOVE, OR ANY PART THEREOF, SHALL BE REGISTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE CHIEF PLANNER, OR HIS/HER DESIGNATE, CITY OF TORONTO"						

MR of the Receiver, P. 540

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #66

10306-0064 (LTI)

PAGE 2 OF 2
PREPARED FOR courtney01
ON 2024/06/03 AT 14:07:47

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4867240	2018/05/18	NOTICE		CITY OF TORONTO		C
AT5125306	2019/05/01	TRANSFER	\$2,275,000	TERRANATA THE STEP INC.	5004591 ONTARIO INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
AT5323017	2019/12/18	CHARGE	\$15,600,000	5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
AT5323018	2019/12/18	NO ASSGN RENT GEN		5004591 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
		REMARKS: AT5323017.				
AT6455828	2023/11/07	NOTICE	\$2	2478659 ONTARIO LTD.		C
		REMARKS: AMENDS AT5323017				
AT6579363	2024/05/27	CAUTION-LAND	\$2	5004591 ONTARIO INC.	LAKESHORE LUXE DESIGN AND BUILD GROUP INC.	

MR of the Receiver, P. 541

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

APPENDIX H

Date: November 22, 2024
Lender Solicitor: Garfinkle Biderman LLP - Avrom Brown

Final Discharge Statement - REVISED

Loan No: 3782-21
Borrower(s): Conacher Kingston Holdings Inc
Property Address: 311 Conacher Drive, Kingston ON; 2849-2857 Islington Avenue, Toronto ON
Closing Date: November 25, 2024

Interest Rate:	11.25%	Principal Balance	\$	12,875,237.00
Maturity Date:	January 1, 2023	Property Tax:		
Payment Frequency:	Monthly	Escrow:		
Next Payment Due:	December 1, 2024	TOTAL PAYMENT:	\$	16,041,883.30

Principal Balance	\$	12,875,237.00
Trust Balance	\$	(650.00)
Accrued Interest (May 1, 2023 - November 25, 2024)	\$	2,576,825.72
Overholding Fee (January 1, 2023 - November 25, 2024)	\$	494,356.16
Chargeback - Garfinkle Biderman LLP Invoice #INV01-10188, #INV01-10786, #INV01-13409	\$	45,703.03
Chargeback - Garfinkle Biderman LLP Invoice #INV01-5566	\$	11,607.10
Chargeback - Garfinkle Biderman LLP Invoice #INV01-6577	\$	6,377.72
Chargeback - Garfinkle Biderman LLP Invoice #INV01-7515	\$	7,540.03
Garfinkle Biderman LLP Invoice #INV01-16881	\$	12,633.41
Eastmount Financial Consulting Ltd. Invoice #137	\$	11,653.13
Mortgage Statement Fee	\$	50.00
Discharge Fee	\$	550.00
Total amount required in wire funds (1:00 p.m. November 25, 2024)	\$	16,041,883.30

CONDITIONS

This statement is correct only if all payments have been made and honoured and is subject to the correction of any errors or omissions. Should this transaction not close prior to the next payment due date then this statement will be void and Cameron Stephens Mortgage Capital Ltd. will require the **December 1, 2024** payment made and a new statement requested.

Should the mortgage be in arrears, the "Principal Balance" will be as at the due date of the last paid installment. All taxes and other charges paid by us from the time of preparation to the closing date and not indicated on this statement, are the responsibility of the mortgagor.

Wire funds received after 1:00pm of the proposed discharge date will be subject to an additional daily interest charge of **\$4,749.44** and a daily overholding fee charge of **\$712.33**. If the proposed discharge date is on Friday, funds after 1:00pm will be subject to additional interest until the next business day.

It is the responsibility of your office to ensure that the appropriate discharge documents are prepared and forwarded to Cameron Stephens Mortgage Capital for execution. This includes any applicable PPSA discharge documentation.

This statement is valid up the last day of the current month of the expected payout date. Should the rate change prior to payout then this statement will be void and a new statement issued to reflect the change in the interest rate.

Yours truly,

Serol Hassan

Serol Hassan
Junior Analyst, Underwriting and Portfolio Management

Vivian David

Vivian David
Manager, Underwriting and Portfolio Management

Dana Davis

Dana Davis
Senior Director, Underwriting and Portfolio Management
E&OE

APPENDIX I

**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 NOVEMBER 20, 2024**

RECEIPTS

Advance from secured creditor (Receiver's Borrowings)	\$ 100,000
Forfeit deposit and extension fees	875,000
Interest	4,924
Total receipts	\$ <u>979,924</u>

DISBURSEMENTS

Repayment of Receiver's Borrowings, including interest	\$ 106,747
Receiver's fees and costs	85,708
Commissions paid to Colliers	260,000
Legal fees and disbursements	58,781
Taking possession, maintenance and attendance at property	17,683
Insurance	1,175
Other charges (filing fees, Ascend license fee, bank charges)	575
HST and PST paid	55,014
Total disbursements	\$ <u>585,684</u>

EXCESS OF RECEIPTS OVER DISBURSEMENTS

\$ 394,240

APPENDIX J

**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 NOVEMBER 20, 2024**

RECEIPTS

Advance from secured creditor	\$ 150,000
Securities released by the City of Kingston	241,390
Interest	3,671
Total receipts	\$ <u>395,061</u>

DISBURSEMENTS

Insurance	\$ 145,479
Possession	35,681
Receiver's fees and costs	109,065
Legal fees	54,468
HST and PST paid	26,066
Maintenance (grass cutting)	1,202
Other charges (filing fees, Ascend license fee, bank charges, courier)	562
Total disbursements	\$ <u>372,523</u>

EXCESS OF RECEIPTS OVER DISBURSEMENTS	\$ <u><u>22,538</u></u>
--	--------------------------------

APPENDIX K

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

AFFIDAVIT OF ARIF DHANANI
(Sworn November 22, 2024)

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 dated December 6, 2023 and effective, December 22, 2023, 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.

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 Third Report to 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 Toronto Property (as defined in the Third Report) from July 1, 2024 to October 31, 2024 (the “**Period**”). The total fees charged for the Period are \$44,179.00, plus disbursements of \$0 and HST of \$5,743.27 for a total of \$49,922.27. The average hourly rate charged during the Period was \$636.59.

5. The invoices are a fair and accurate description of the services provided and the amounts charged by the Receiver for the Period.

6. Attached hereto and marked as **Exhibit “B”** is a schedule summarizing the invoices in Exhibit “A”, the total billable hours charged, the total fees charged and the average hourly rate charged.

7. 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 remotely 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 November)
22, 2024, in accordance with O. Reg)
431/20, Administering Oath or)
Declaration Remotely.)
)



A Commissioner, etc.

Atishan Ahmed Chowdhury a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 2, 2026.



ARIF DHANANI

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF ARIF DHANANI SWORN
BEFORE ME THIS 22ND DAY OF NOVEMBER, 2024**



A Commissioner, etc.

Atsheel Ahmed Chowdhury, a Commissioner, etc.
Province of Ontario, while a Student-at-Law.
Expires May 2, 2025.

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited (formerly RSM Canada 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 August 6, 2024

Client File 16-002

Invoice TDB #6

No. 2408001

For professional services rendered with respect to the appointment of TDB Restructuring Limited (formerly RSM Canada Limited) as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period for the period July 1, 2024 to July 31, 2024.

Date	Professional	Description
7/2/2024	Arif Dhanani	Review and respond to letter from Khajerian Law; call with J. Mariott; update Receiver's court report for details related to accepted APS; email to J. Larry of Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland") re booking court date.
7/2/2024	Bryan Tannenbaum	Teams call with J. Marriott and A. Dhanani re status of offer and plan after due diligence complete.
7/3/2024	Arif Dhanani	Review of various emails from Paliare Roland re obtaining a court date.
7/4/2024	Arif Dhanani	Review and respond to email from V. David of Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens"); review and respond to email from City of Toronto re providing the Receiver with property tax information.
7/5/2024	Arif Dhanani	Review further emails from the City of Toronto re property taxes and reply thereto; call with A. Brown of Garfinkle Biderman LLP re property tax statements.
7/11/2024	Arif Dhanani	Amend Receiver's First Report to exclude particulars about possession and sale of Kingston Property and only deal with the Toronto Property; email to Paliare Roland with copy of draft report and questions regarding fees.
7/11/2024	Bryan Tannenbaum	Receipt and review of A. Dhanani draft court report for sale approval.
7/12/2024	Arif Dhanani	Review and respond to email from V. David re property taxes outstanding for the Islington Avenue property; forward emails from A. Brown to Cameron Stephens, including explanation of emails and attachments thereto with summary of outstanding property taxes; review and respond to email from Paliare Roland requesting copy of APS; draft Receiver's statement of receipts and disbursements, Receiver's fee affidavit and summary of fees for the first report to Court, update report.
7/15/2024	Arif Dhanani	Assemble appendices for Receiver's first report to the Court; email to Paliare Roland and B. Tannenbaum requesting comments on report; review of

Date	Professional	Description
		comments made by Paliare Roland and amend report as appropriate; review draft notice of motion and comment on same.
7/15/2024	Bryan Tannenbaum	Review draft report to court.
7/16/2024	Arif Dhanani	Review further comments from Paliare Roland re Receiver's First Report to Court and amend same as appropriate; finalize Receiver's First Report; Teams call with R. Shah to swear Receiver's fee affidavit; assemble appendices to First Report; final review of and execute report and send signed report with appendices and confidential appendices to Paliare Roland.
7/16/2024	Bryan Tannenbaum	Review draft notice of motion and report to court.
7/17/2024	Arif Dhanani	Review of mortgage statement to July 12, 2024 sent by Cameron Stephens; email to Cameron Stephens with regard to questions on the mortgage statement; review of Motion Record served by Paliare Roland re approval and vesting order; email to D. Nishimura with request to post on Receiver's website the Motion Record and additional materials not yet posted; review of email from M. Marchioni and forward same to Paliare Roland with comments, further emails to/from A. Brown in this regard; review of Paliare Roland email to M. Marchioni; review of amended and updated mortgage statement to July 18, 2024 from A. Mossman of Cameron Stephens and forward same to Paliare Roland; email exchange with Paliare Roland re confidential information, review of non-disclosure agreement sent by Paliare Roland and comment thereon; further emails to/from Paliare Roland.
7/17/2024	Donna Nishimura	Post documents to the client webpage on the TDB website.
7/17/2024	Bryan Tannenbaum	Receipt and review of Motion Record circulated to the service list by Paliare Roland; receipt and review of M. Marchioni email re opposition; review A. Dhanani email to lawyers; review J. Larry comments; review A. Dhanani comments; review A. Brown email re marshalling; receipt and review of J. Larry email responding to M. Marchioni.
7/18/2024	Arif Dhanani	Review of email from Tyr LLP to Paliare Roland re name of purchaser of Islington Property for purposes of vesting order; review and respond to email from M. Hang of Garfinkle Biderman; review and comment on Receiver's factum sent by Paliare Roland; review finalized factum and email to D. Nishimura with request to post same on Receiver's webpage.
7/18/2024	Donna Nishimura	Post document to the client webpage on the TDB website.
7/18/2024	Bryan Tannenbaum	Receipt and review of S. Sherrington of Tyr email confirming Execution Searches and name of purchaser; receipt and review of draft factum from J. Larry.
7/19/2024	Arif Dhanani	Review of letter from Crawley MacKewn Brush LLP; lengthy email to J. Larry in this regard; call with J. Larry.
7/19/2024	Bryan Tannenbaum	Receipt and review of Crawley MacKewn Brush LLP letter regarding its client's interest in Islington property sale proceeds; review A. Dhanani email with commentary on this letter re unsecured creditor only; receipt and review of Denis Litigation lawyer regarding court and distribution challenge; review J. Larry email with comments; review of A. Dhanani email with his comments.
7/21/2024	Bryan Tannenbaum	Review J. Larry draft letter to Mr. Taylor of Crawley MacKewn Brush LLP and response thereto.
7/22/2024	Arif Dhanani	Review and sign off on 3 non-disclosure agreements for parties requesting copies of confidential appendices to Receiver's Court report.
7/22/2024	Bryan Tannenbaum	Review J. Larry email with NDA's for signature.
7/23/2024	Arif Dhanani	Review emails from N. Avis and Paliare Roland re NDAs; sign and send to Paliare Roland 3 NDAs; review of email from P. Rooney forwarded by Paliare

Date	Professional	Description
		Roland and letter attached thereto; email to J. Marriott re meeting; review of email from J. Marriott and reply thereto; review of email from W. Greenspoon-Soer of Garfinkle Biderman to P. Rooney and D. Denis; call with K. Bonar of Cameron Stephens; review and respond to email from Garfinkle Biderman re commission statement and email to Colliers in this regard.
7/23/2024	Bryan Tannenbaum	Receipt and review of J. Larry email attaching letter from P. Rooney LL.B., representing AJGL Group to W. Greenspoon-Soer regarding subrogation issues on the sale of the property; receipt and review of J. Larry email attaching D. Denis email with proposed wording for the order approving the sale regarding rights to proceeds of sale; receipt and review of W. Greenspoon-Soer email with comments on wording; call from W. Greenspoon-Soer re Cameron Stephens call and position; receipt and review of W. Greenspoon-Soer email attaching her email to D. Denis and P. Rooney; receipt and review of J. Larry email with minor comments to the suggested wording for the Order.
7/24/2024	Arif Dhanani	Review of email from A. Marchioni re objection to additional paragraph in sale approval order; attend court hearing for sale approval and vesting order; emails from/to Colliers re commission statement; discussion with B. Tannenbaum re Vesting Order language; review Vesting Order; review email from J. Larry to the Court requesting amendment to Vesting Order.
7/24/2024	Bryan Tannenbaum	Receipt and review of several emails with draft approval and vesting order new paragraph; attend Court; subsequent email to J. Larry; receipt and review of J. Cavanagh Endorsement and Order.
7/25/2024	Arif Dhanani	Review of commission statement received from Colliers and forward same to A. Brown; call with B. Tannenbaum re Colliers Listing Agreement.
7/26/2024	Arif Dhanani	Email to D. Nishimura with copies of Orders and Endorsements of the Court and request to post same on Receiver's webpage; review and comment on statement of adjustments sent by Garfinkle Biderman; review and respond to email from Garfinkle Biderman re availability to sign closing documents.
7/26/2024	Bryan Tannenbaum	Receipt and review of Garfinkle Biderman email attaching draft statement of adjustments.
7/26/2024	Donna Nishimura	Post documents to the client webpage on the TDB website.
7/29/2024	Arif Dhanani	Virtual meeting with M. Lauriola of Garfinkle Biderman to go through closing documentation; sign closing documentation and send same to Garfinkle Biderman; review of email from Cameron Stephens re closing of Islington property; review of voicemail from A. Brown re closing status and respond thereto; emails to/from B. Tannenbaum re closing status.
7/29/2024	Jennifer Hornbostel	Prepare and post payment.
7/30/2024	Arif Dhanani	Call with M. Lauriola re closing and extension; provide instructions to M. Lauriola.
7/31/2024	Arif Dhanani	Review and respond to email from Colliers requesting update on closing of transaction for the Toronto Property.
		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.

August 6, 2024

TDB #6

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FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	6.90	\$ 695	\$ 4,795.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	18.10	\$ 625	11,312.50
Jennifer Hornbostel/Donna Nishimura	Estate Administrator	0.80	\$ 150	120.00
Total hours and professional fees		<u>25.80</u>		\$ 16,228.00
HST @ 13%				2,109.64
Total payable				\$ 18,337.64



To TDB Restructuring Limited (formerly RSM Canada 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 September 16, 2024

Client File 16-002

Invoice TDB #7

No. 2409015

For professional services rendered with respect to the appointment of TDB Restructuring Limited (formerly RSM Canada Limited) as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period for the period August 1, 2024 to August 31, 2024.

Date	Professional	Description
8/1/2024	Arif Dhanani	Review of email from Garfinkle Biderman LLP re purchaser's agreement to payment of additional costs; draft summary email to Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens") on status of Islington Property sale.
8/2/2024	Arif Dhanani	Review of email from Cameron Stephens for call re status of Islington Property and schedule call; review of email from J. Marriott of Cameron Stephens re Cameron Stephens position on status of the Islington Property sale and respond to same; cancel scheduled call pursuant to instructions from Cameron Stephens.
8/6/2024	Arif Dhanani	Review of reactivation agreement for the Agreement of Purchase and Sale ("APS") for the Islington Property; email to Garfinkle Biderman with comment on same and Receiver's bank account details; call with M. Hang of Garfinkle Biderman to verbally confirm Receiver's account details; review of email from Garfinkle Biderman with status of Reactivation Agreement.
8/7/2024	Arif Dhanani	Review email from S. Keyzer of Colliers re status and closing documents; review emails and signed documents and respond to Colliers re same; review and sign reactivation agreement with potential purchaser; call with Cameron Stephens to discuss status of sale of Islington Property and closing.
8/9/2024	Arif Dhanani	Call with Garfinkle Biderman re delay in closing and discussion regarding terms of extension, if granted; review email from Garfinkle Biderman and respond thereto; review of email from A. Marchioni; review of email from J. Larry of Paliare Roland Rosenberg Rothstein LLP re update and respond thereto; review of email from Cameron Stephens; further email to Garfinkle Biderman.
8/9/2024	Jennifer Hornbostel	Post receipt for purchaser closing extension fee.
8/11/2024	Anne Baptiste	Prepare bank reconciliation for July 2024.
8/12/2024	Arif Dhanani	Call with A. Brown of Garfinkle Biderman re additional amount payable by potential purchaser; review of further email from Garfinkle Biderman re

September 16, 2024

TDB #7

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Date	Professional	Description
		additional amount payable by potential purchaser and respond to same; review of voicemail from A. Brown.
8/13/2024	Arif Dhanani	Review and respond to email from Colliers with request for update on closing date for transaction with potential purchaser.
8/14/2024	Arif Dhanani	Review email from M. Hang with revival agreement for sale of the Islington Property, review agreement and email to M. Hang in this regard.
8/16/2024	Arif Dhanani	Review email from M. Lauriola of Garfinkle Biderman re purchaser inability to close, respond to M. Lauriola; review further email from M. Lauriola re comments from purchaser's counsel and respond thereto; update email to J. Marriott.
8/16/2024	Bryan Tannenbaum	Review A. Dhanani email responding to request for another extension; responding email sent; review A. Dhanani email on status update to J. Marriott; review M. Lauriola draft email response to purchaser's lawyer.
8/19/2024	Arif Dhanani	Review and respond to status update email from M. Lauriola; update discussion with B. Tannenbaum.
8/19/2024	Bryan Tannenbaum	Emails from M. Lauriola re purchaser request for extension; review A. Dhanani response.
8/20/2024	Arif Dhanani	Emails to/from Garfinkle Biderman and B. Tannenbaum re closing of transaction and amounts payable by potential purchaser.
8/21/2024	Arif Dhanani	Update emails to Cameron Stephens on status of closing; emails to/from Garfinkle Biderman re closing; review and respond to email from S. Sherrington of Tyr LLP.
8/21/2024	Bryan Tannenbaum	Various emails with Garfinkle Biderman regarding offer status and extension; email to Garfinkle Biderman re concerns; review A. Dhanani email to J. Marriott re status.
8/22/2024	Arif Dhanani	Call with Tyr; call with J. Marriott; email to B. Tannenbaum re status update from J. Wadden of Tyr; email to J. Wadden requesting status update; review and respond to email from J. Wadden; update email to Cameron Stephens.
8/22/2024	Bryan Tannenbaum	Receipt and review of email from S. Sherrington regarding a call to discuss closing delay; conference call with Tyr (S. Sherrington/J. Wadden) and A. Dhanani re closing funds and closing date passed, default of \$175K for interest and fees, etc., to secured lender outstanding; review A. Dhanani email to Tyr re status; A. Dhanani email to J. Marriott; review of J. Wadden response; receipt and review of S. Sherrington email re funding tomorrow; review A. Dhanani email to J. Wadden to send us information regarding closing.
8/23/2024	Arif Dhanani	Review and respond to email from S. Sherrington re closing of Islington Property; call with M. Lauriola; further email exchange with Tyr; review and respond to email from M. Lauriola; email to Tyr requesting update; follow up email to Tyr requesting response; review of reply from Tyr; review of email from Garfinkle Biderman; further emails to Tyr; update email to Cameron Stephens.
8/23/2024	Bryan Tannenbaum	Review A. Dhanani email to S. Sherrington re clarification on additional funding; review A. Dhanani email to Cameron Stephens and Garfinkle Biderman; review S. Sherrington response and A. Dhanani response thereto; call with A. Dhanani re status of closing and financing.
8/26/2024	Arif Dhanani	Email to B. Tannenbaum re next steps regarding sale of the Islington Property; call with A. Brown; call with M. Lauriola; email to J. Wadden re closing of transaction and terms of same; update email to J. Marriott; review and respond to email from J. Wadden; review of email from A. Brown to Corsianos Lee requesting assistance; call with Colliers re remarketing the Islington Property and schedule call to discuss next steps; review email from J. Wadden; review

Date	Professional	Description
		email from O. Houghting; call with A. Brown; call with Tyr, potential purchaser, B. Tannenbaum and Garfinkle Biderman; call with Garfinkle Biderman, J. Marriott and B. Tannenbaum.
8/26/2024	Bryan Tannenbaum	Receipt and review of A. Dhanani email on status of funding, closing, Colliers commission and advising secured creditor and respond thereto; email from J. Marriott; receipt and review of A. Dhanani email to J. Wadden re deadline; emails with J. Wadden and A. Dhanani; review emails between A. Brown and J. Wadden; review J. Wadden email introducing lender's lawyer; receipt and review of CO Capital emails; teams call with M. Hyman, J. Wadden, A. Brown, M. Lauriola and A. Dhanani re status of payment; teams call with A. Brown, M. Lauriola, J. Marriott and A. Dhanani re status and report on call with purchaser and his counsel.
8/27/2024	Bryan Tannenbaum	Receipt and review of A. Brown draft letter to J. Wadden; respond to approve same; telephone call with J. Wadden.
8/28/2024	Bryan Tannenbaum	Review email to S. Keyzer and his response to A. Dhanani.
8/30/2024	Arif Dhanani	Review of wire transfer details and invoice from Garfinkle Biderman; email to Garfinkle Biderman re invoice narratives/docket; review Receiver's account for receipt of funds and confirm same with Garfinkle Biderman; complete documentation to record deposit in Receiver's GL and send same to J. Hornbostel to record same.
8/30/2024	Bryan Tannenbaum	Review of Colliers email confirming release of email blast; review of Garfinkle Biderman invoice and dockets subsequently sent.
8/30/2024	Jennifer Hornbostel	Post receipt for purchaser extension fee and forfeit of deposit.
		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	6.90	\$ 695	\$ 4,795.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	12.90	\$ 625	8,062.50
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	0.40	\$ 150	60.00
Total hours and professional fees		<u>20.20</u>		\$ 12,918.00
HST @ 13%				1,679.34
Total payable				\$ 14,597.34



To TDB Restructuring Limited (formerly RSM Canada 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

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 416-575-4440
 416-915-6228

tdbadvisory.ca

Date October 18, 2024

Client File 16-002

Invoice TDB #8

No. 2410016

For professional services rendered with respect to the appointment of TDB Restructuring Limited (formerly RSM Canada Limited) as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period for the period September 1, 2024 to September 30, 2024.

Date	Professional	Description
9/4/2024	Arif Dhanani	Review of email from March Law to J. Larry of Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland"); review MLS listings and Colliers' website; email to J. Larry with update on Islington Property sales process; update email to Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens"); review of responding email from J. Larry to March Law; email to J. Wadden of Tyr LLP re request for any update the Toronto Purchaser's ability to close the transaction with the Receiver.
9/4/2024	Bryan Tannenbaum	Review A. Dhanani email to J. Larry with responses to March Law's email; review of A. Dhanani email to J. Wadden re status of closing/financing by his client and court date; review J. Wadden response he will be back to us; telephone call with S. Keyzer of Colliers re commission status.
9/6/2024	Arif Dhanani	Review of Colliers update on remarketing efforts; call with B. Tannenbaum.
9/6/2024	Bryan Tannenbaum	Emails with J. Wadden re status of his clients offer; receipt and review of Colliers weekly marketing report.
9/9/2024	Bryan Tannenbaum	Email from J. Wadden re flow of funds to close the transaction; email from Colliers on status and forward J. Wadden's email.
9/11/2024	Bryan Tannenbaum	Colliers email re listing extension requirement; DocuSign listing extension agreement; telephone call with A. Brown of Garfinkle Biderman LLP re status.
9/16/2024	Anne Baptiste	Prepare August 2024 bank reconciliation.
9/17/2024	Arif Dhanani	Review and pay Paliare Roland invoice for professional services rendered re Islington Property.
9/17/2024	Jennifer Hornbostel	Prepare payment to Paliare Roland.
9/18/2024	Jennifer Hornbostel	Post transaction for payment to Paliare Roland in Receiver's GL.
9/20/2024	Bryan Tannenbaum	Various emails with M. Hyman of Lakeshore regarding status of financing; email from Colliers attaching weekly marketing report.

October 18, 2024

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Date	Professional	Description
9/26/2024	Bryan Tannenbaum	Review of A. Dhanani email re City of Toronto; receipt and review of Colliers email attaching bid summary.
9/27/2024	Arif Dhanani	Review of offers and summary of same provided by Colliers in respect of the resale of the Islington Property; respond to Colliers' email.
9/27/2024	Bryan Tannenbaum	Receipt and review of A. Dhanani email to Colliers commenting on offers; email to M. Hyman of Lakeshore re status update.
9/30/2024	Arif Dhanani	Review of offers received for Islington Property and bid matrix sent by Colliers; review letter from Canada Revenue Agency ("CRA") re 5004591 Ontario Inc.; draft responding letter to CRA with appendices and fax same; review and respond to J. Marriott of Cameron Stephens re offers.
9/30/2024	Bryan Tannenbaum	Receipt and review of A. Holiff of Colliers email with updated offer summary; email to first purchaser (aborted); receipt and review of A. Dhanani email to J. Marriott.
		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	3.40	\$ 695	\$ 2,363.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	2.60	\$ 625	1,625.00
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	0.40	\$ 150	60.00
Total hours and professional fees		6.40		\$ 4,048.00
HST @ 13%				526.24
Total payable				\$ 4,574.24

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited (formerly RSM Canada Limited)
 Court-Appointed Receiver of
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TDB Restructuring Limited
 Licensed Insolvency Trustee

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 416-915-6228

tdbadvisory.ca

Date November 8, 2024

Client File 16-002

Invoice TDB #9

No. 2411008

For professional services rendered with respect to the appointment of TDB Restructuring Limited (formerly RSM Canada Limited) as Court-Appointed Receiver of 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Property") for the period for the period October 1, 2024 to October 31, 2024.

Date	Professional	Description
10/1/2024	Arif Dhanani	Call with J. Marriott of Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens") and B. Tannenbaum re bids for Islington Property and next steps; email to Colliers re offers; call with S. Keyzer of Colliers; review of email from Colliers and email to J. Marriott in this regard.
10/1/2024	Bryan Tannenbaum	Teams call with J. Marriott and A. Dhanani re offer summary; email from J. Marriott following his credit committee meeting; review of A. Dhanani email to Colliers regarding acceptance of offer; receipt and review of Colliers email re offeror's due diligence for 45 days; review of A. Dhanani email to J. Marriott re same; second email from Colliers re offeror agrees now to 30 days due diligence.
10/2/2024	Arif Dhanani	Review of revised offer from potential purchaser and email to Colliers with question regarding the closing date.
10/2/2024	Bryan Tannenbaum	Telephone call from party asserting a possible equitable interest in the Islington property; receipt and review of amended agreement.
10/3/2024	Arif Dhanani	Review and respond to emails from Colliers re closing date; email to B. Tannenbaum in this regard.
10/3/2024	Bryan Tannenbaum	Receipt and review of S. Keyzer email regarding purchaser's request for 60-day closing; review of A. Dhanani response; send my views; review Colliers email; review A. Dhanani comments and email.
10/4/2024	Bryan Tannenbaum	Various emails with Colliers regarding date of closing and revised offer terms; various email with Mr. M. Duensing, new lawyer for the original purchaser; response sent with copy to A. Brown of Garfinkle Biderman LLP and J. Larry of Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland") for additional response.
10/7/2024	Arif Dhanani	Review and respond to email from Pronto General Contractors re Islington Property grass; call with A. Brown re purchaser Agreement of Purchase and Sale ("APS") paragraph numbers all changed; email to Colliers in this regard; call with A. Brown; update APS for numbering issue; email to Colliers with updated

November 8, 2024

TDB #9

Page 2

Date	Professional	Description
		APS and request for purchaser to insert contact information and sign off on Acknowledgement; review of updated APS from potential purchaser, sign same and send to Colliers.
10/7/2024	Bryan Tannenbaum	Receipt and review of D. Montgomery email to R. Taylor; receipt and review of A. Brown email to M. Duensing confirming first deal terminated and deposit forfeited; receipt and review of various emails with revised APS signed; review of J. Larry email regarding Mr. Rooney's position on distributions and also attaching Factum of 2478659 Ontario Ltd. filed by Starkman Lawyers; receipt and review of W. Greenspoon-Soer of Garfinkle Biderman email with comments on same.
10/8/2024	Bryan Tannenbaum	Email from S. Keyzer re purchaser asking about work orders; review response from A. Brown.
10/9/2024	Bryan Tannenbaum	Review of S. Keyzer email regarding deposit wired; receipt and review of A. Brown email confirming receipt of deposit.
10/10/2024	Arif Dhanani	Review of email from B. Tannenbaum re Islington Property; review response from A. Brown; email to B. Tannenbaum and A. Brown in this regard; review of letter drafted by Garfinkle Biderman and respond thereto with comments; review of emails between J. Larry and A. Brown; email to purchaser's agent with letter from Receiver's real estate counsel; review on authorization form to be signed by Receiver and email to Colliers in this regard; review and sign revised authorization form; call with S. Plos re same.
10/10/2024	Anne Baptiste	Prepare bank reconciliation for September 2024.
10/10/2024	Bryan Tannenbaum	Email to A. Brown and J. Larry regarding a draft letter to the Islington prospective purchaser regarding the new uncertainty of completing the transaction; receipt and review of A. Brown email with draft letter; review of A. Dhanani comments thereto and response sent; review of Colliers email re old development application documents for purchaser; review of J. Larry edits to the draft letter; review of letter from A. Dhanani sent to purchaser's agent.
10/11/2024	Arif Dhanani	Call with agent for prospective purchaser of the Islington Property re letter from Garfinkle Biderman; call with prospective purchaser; debrief call with B. Tannenbaum.
10/14/2024	Bryan Tannenbaum	Receipt and review of A. Dhanani email to our counsel attaching letter from the purchaser.
10/17/2024	Arif Dhanani	Review of email from potential purchaser; email to Garfinkle Biderman and Paliare Roland re same.
10/21/2024	Arif Dhanani	Call with J. Larry and A. Brown re response to potential purchaser email; review of J. Larry draft email responding to potential purchaser and comment thereon.
10/22/2024	Arif Dhanani	Review of follow up email from potential purchaser; review of email from J. Larry to potential purchaser in response to same.
10/25/2024	Bryan Tannenbaum	Review email from A. Brown regarding purchaser wanting to waive due diligence.
10/28/2024	Arif Dhanani	Review of email from potential purchaser re immediate waiver of due diligence condition; review of emails from A. Brown and J. Larry in this regard; email to Colliers re purchaser waiving condition and request to have completed and executed the appropriate documentation to support same; emails with Colliers re Conacher AVO and approval of payment of Colliers commissions on initial sale of Islington and respond thereto.
10/29/2024	Arif Dhanani	Review of executed waiver of due diligence condition forwarded by Colliers, compare same to due diligence condition in executed APS and email to Colliers in this regard; review of amended waiver of due diligence condition and email

November 8, 2024

TDB #9

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Date	Professional	Description
		to Colliers in this regard; execute amended waiver and forward same to counsel with questions re court attendance; email exchange with Colliers re obtaining a court date.
10/29/2024	Bryan Tannenbaum	Receipt and review of S. Keyzer email attaching waiver from purchaser; review revised form; receipt and review of A. Dhanani email to counsel re proceeding to court to complete second offer.
10/30/2024	Arif Dhanani	Review of email exchange between J. Larry and potential purchaser re Court dates.
		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	6.50	\$ 695	\$ 4,517.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	10.30	\$ 625	6,437.50
Anne Baptiste	Estate Administrator	0.20	\$ 150	30.00
Total hours and professional fees			<u>17.00</u>	\$ 10,985.00
HST @ 13%				1,428.05
Total payable				\$ 12,413.05

GST/HST: 80784 1440 RT0001

**THIS IS EXHIBIT “B” REFERRED TO IN THE
AFFIDAVIT OF ARIF DHANANI SWORN
BEFORE ME THIS 22ND DAY OF NOVEMBER, 2024**



A Commissioner, etc.

Atshen Ahmed Chowdhury is Commissioner, etc.
Province of Ontario, while a Student-at-Law.
Expires May 2, 2026.

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 JULY 1, 2024 TO OCTOBER 31, 2024

Invoice #	Invoice Date	Period	Hours	Fees	Disbursements	Subtotal	HST	Total	Average Hourly Rate
TDB #6	August 6, 2024	July 1, 2024 to July 31, 2024	25.8	\$ 16,228.00	\$ -	\$ 16,228.00	\$ 2,109.64	\$ 18,337.64	\$ 628.99
TDB #7	September 16, 2024	August 1, 2024 to August 31, 2024	20.2	12,918.00	-	12,918.00	1,679.34	14,597.34	639.50
TDB #8	October 18, 2024	September 1, 2024 to September 30, 2024	6.4	4,048.00	-	4,048.00	526.24	4,574.24	632.50
TDB #9	November 8, 2024	October 1, 2024 to October 31, 2024	17.0	10,985.00	-	10,985.00	1,428.05	12,413.05	646.18
TOTAL			69.4	\$ 44,179.00	\$ -	\$ 44,179.00	\$ 5,743.27	\$ 49,922.27	\$ 636.59

APPENDIX L

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 BEATRICE LOSCHIAVO
(Sworn November 22, 2024)

I, Beatrice Loschiavo, of the Town 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 February 24, 2024 to October 31, 2024. 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
Jeff Larry	\$950/hr	21.80	\$20,710.00
Ryan Shah	\$500/hr	11.20	\$5,600.00
Douglas Montgomery	\$550/hr	7.50	\$4,125.00
Meredith Francis	\$275/hr	0.30	\$82.50
Jacqueline Cummins	\$275/hr	1.00	\$275.00
Subtotal			\$30,792.50

4. Inclusive of HST and disbursements, the total amount of the Dockets are **\$34,795.53.**

SWORN remotely by Beatrice Loschiavo at)
the City of Toronto, in the Province of)
Ontario before me, on this 22nd day of)
November 2024 in accordance with O.)
Reg. 431/20, Administering Oath or)
Declaration Remotely)



A Commissioner for taking Affidavits

Arshen Ahmad Chowdhury, a Commissioner, etc.
Province of Ontario, with a Oath-taking-Law
Expires May 2, 2026.



BEATRICE LOSCHIAVO

This is **Exhibit "A"**
Referred to in the Affidavit of Beatrice Loschiavo
Affirmed remotely before me this 22nd day of November 2024



A Commissioner for Taking Affidavits (or as may be)

Atshen Ahmed Chowdhury, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 2, 2025.

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
TDB Advisory
11 King St. W., Suite 700
Toronto, Ontario M5H 4C7

July 31, 2024
Invoice No.: 128790
Our File No.: 38743-102488

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending July 31, 2024:

OUR FEES	\$ 24,957.50
Total HST	<u>3,244.48</u>
INVOICE TOTAL	<u><u>\$ 28,201.98</u></u>

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:



Jeffrey Larry

Paliare RolandPaliare 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
TDB Advisory
11 King St. W., Suite 700
Toronto, Ontario M5H 4C7July 31, 2024
Invoice No.: 128790
Our File No.: 38743-102488**RE: Conacher (Islington)**

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending July 31, 2024:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
24/02/24	JL	Conference call with counsel, J. Berger and B. Tannenbaum; review materials and consider issues;	950.00	0.40	380.00
25/02/24	JL	Conference call with J. Wadden, B. Tannenbaum and J. Berger;	950.00	0.40	380.00
02/07/24	RS	Emails to court re. availability for hearing; email W. Greenspoon re. same;	500.00	0.50	250.00
03/07/24	RS	Email court re. hearing;	500.00	0.10	50.00
09/07/24	RS	Email receiver re. matter status;	500.00	0.10	50.00
10/07/24	JL	Meeting with R. Shah; discuss upcoming motion; working on security opinion;	950.00	0.80	760.00
10/07/24	RS	Meet with J. Larry re. security opinion; email clerks re. title searches; draft security opinion; review security documents;	500.00	0.80	400.00
11/07/24	MF	Review of email and reply; review of Order and run title searches;	275.00	0.30	82.50

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
12/07/24	JC	Emails with R. Shah; conducting corporate searches;	275.00	0.20	55.00
12/07/24	JL	Review and revise draft Orders; prepare motion materials;	950.00	0.80	760.00
12/07/24	RS	Draft notice of motion; draft security opinion; draft order;	500.00	2.00	1,000.00
15/07/24	JL	Review and revise receiver's report, Notice of Motion and Approval and Vesting Order; discussion with R. Shah;	950.00	1.40	1,330.00
15/07/24	RS	Email clerks re. searches for Islington debtor; review report; revise notice of motion for AVO; review Cameron Stephens' security; review previous and annotate previous invoices;	500.00	1.10	550.00
16/07/24	JL	Review draft Order; meeting with R. Shah to discuss issues and motion;	950.00	1.20	1,140.00
16/07/24	RS	Meet with J. Larry re. file;	500.00	0.10	50.00
16/07/24	RS	Send TDB website to creditor counsel;	500.00	0.10	50.00
16/07/24	RS	Prepare draft orders for AVO; email to C. Baumtrog re. formatting same; meet with J. Larry re. same; email client re. same; prepare factum; update service list; review and commission fee affidavit; emails to assistant re. motion record; commission affidavit of A. Dhanani;	500.00	2.30	1,150.00
17/07/24	JC	Conducting corporate searches; emails with R. Shah;	275.00	0.80	220.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
17/07/24	JL	Review and respond to correspondence from counsel; email correspondence with A. Dhanani; discussion internally re upcoming motion; drafting Non Disclosure Agreement; finalize draft of factum;	950.00	2.80	2,660.00
17/07/24	RS	Email assistant re. motion record; review same; draft security opinion; file confidential documents with court; draft factum;	500.00	0.90	450.00
18/07/24	JL	Revise and finalize factum;	950.00	0.70	665.00
18/07/24	RS	Draft security opinion;	500.00	2.60	1,300.00
19/07/24	DM	Call with J. Larry re file; research re marshalling; e-mail to J. Larry re same;	550.00	1.60	880.00
21/07/24	JL	Review and revise letter to counsel re marshalling and subordination; correspondence with A. Dhanani;	950.00	0.40	380.00
21/07/24	DM	Drafting letters to mortgagees re status of proceedings; edits to non-disclosure agreements; correspondence with J. Larry, client, mortgagees re same;	550.00	1.40	770.00
22/07/24	JL	Prepare for hearing; revise orders; calls with counsel; prepare further NDAs;	950.00	1.30	1,235.00
22/07/24	DM	Further modifications to non disclosure agreements; coordination of signing and counter-signing / distribution of agreements and confidential appendices;	550.00	1.90	1,045.00
23/07/24	JL	Prepare for motion; various calls with W. Greenspoon, D.	950.00	2.10	1,995.00

DATE	LJR	DESCRIPTION	RATE	HOURS	AMOUNT
		Denis, A. Marchioni and P. Rooney; calls and correspondence with Receiver;			
23/07/24	DM	Call with mortgagees re next steps and revisions to order; correspondence re hearing logistics; e-mails with J. Larry re same;	550.00	1.60	880.00
24/07/24	JL	Prepare for and attend on motion; calls with counsel; attend to issues re Order; calls with Receiver;	950.00	2.60	2,470.00
29/07/24	JL	Various issues following approval and sale; correspondence;	950.00	0.50	475.00
30/07/24	JL	Review correspondence; discussion with D. Montgomery; correspondence with A. Brown; correspondence with A. Dhanani re status of properties and sale;	950.00	0.60	570.00
30/07/24	RS	Email client re. letter from second mortgagee;	500.00	0.10	50.00
31/07/24	JL	Discussion with D. Montgomery; review and revise letter to counsel; review NDA;	950.00	0.30	285.00
31/07/24	JL	Correspondence with Garfinkle Biderman; correspondence with Receiver;	950.00	0.20	190.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Montgomery, Douglas (DM)	6.50	550.00	3,575.00
Shah, Ryan (RS)	10.70	500.00	5,350.00
Cummins, Jacqueline (JC)	1.00	275.00	275.00
Francis, Meredith (MF)	0.30	275.00	82.50
Larry, Jeffrey (JL)	16.50	950.00	15,675.00
	<u>35.00</u>		
OUR FEES			\$ 24,957.50
HST at 13%			3,244.48
			<hr/>
INVOICE TOTAL			\$ 28,201.98
			<hr/> <hr/>

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
TDB Advisory
11 King St. W., Suite 700
Toronto, Ontario M5H 4C7

July 31, 2024
Invoice No.: 128790
Our File No.: 38743-102488

RE: Conacher (Islington)

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES	\$ 24,957.50
Total HST	<u>3,244.48</u>
INVOICE TOTAL	<u><u>\$ 28,201.98</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 Advisory
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

August 31, 2024
Invoice No.: 129369
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending August 31, 2024:

OUR FEES	\$ 3,110.00
Total HST	<u>404.30</u>
INVOICE TOTAL	<u><u>\$ 3,514.30</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 Advisory
 11 King Street West, Suite 700
 Box 27
 Toronto, Ontario M5H 4C7

August 31, 2024
 Invoice No.: 129369
 Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending August 31, 2024:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
06/08/24	JL	Correspondence with counsel re status of transaction;	950.00	0.20	190.00
09/08/24	JL	Correspondence re status of transaction;	950.00	0.20	190.00
12/08/24	JL	Correspondence with A. Dhanani; correspondence with A. Marchioni; discussions with R. Shah;	950.00	0.20	190.00
20/08/24	JL	Correspondence with A. Dhanani and counsel;	950.00	0.30	285.00
21/08/24	JL	Correspondence with A. Dhanani; correspondence with D. Montgomery;	950.00	0.30	285.00
21/08/24	JL	Correspondence with A. Dhanani; correspondence with R. Shah re status and next steps;	950.00	0.30	285.00
22/08/24	JL	Correspondence with D. Montgomery; review NDA; email correspondence with Receiver;	950.00	0.30	285.00
22/08/24	JL	Address issues with counsel regarding Confidentiality Agreement;	950.00	0.20	190.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
22/08/24	DM	Correspondence with J. Dunk re non-disclosure agreements;	550.00	0.30	165.00
26/08/24	JL	Review and respond to correspondence;	950.00	0.30	285.00
27/08/24	JL	Correspondence with A. Dhanani;	950.00	0.20	190.00
28/08/24	JL	Various correspondence with counsel, Receiver and R. Shah;	950.00	0.40	380.00
30/08/24	JL	Correspondence with A. Dhanani and R. Shah regarding status of transaction;	950.00	0.20	190.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Montgomery, Douglas (DM)	0.30	550.00	165.00
Larry, Jeffrey (JL)	3.10	950.00	2,945.00
	<u>3.40</u>		
OUR FEES			\$ 3,110.00
HST at 13%			404.30
INVOICE TOTAL			<u><u>\$ 3,514.30</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 Advisory
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

August 31, 2024
Invoice No.: 129369
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES	\$ 3,110.00
Total HST	<u>404.30</u>
INVOICE TOTAL	<u><u>\$ 3,514.30</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

October 31, 2024
Invoice No.: 130878
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending October 31, 2024:

OUR FEES	\$ 2,725.00
Total HST	<u>354.25</u>
INVOICE TOTAL	<u><u>\$ 3,079.25</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

TDB Restructuring Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

October 31, 2024
Invoice No.: 130878
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending October 31, 2024:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
04/09/24	JL	Discussion and correspondence with counsel;	950.00	0.30	285.00
12/09/24	DM	Review of file and draft materials; discussion with R. Shah re next steps for approval motion;	550.00	0.70	385.00
18/09/24	JL	Final revisions to report; discussion with R. Shah;	950.00	0.40	380.00
10/10/24	JL	Draft letter to purchaser; correspondence with TDB;	950.00	0.20	190.00
17/10/24	JL	Review letter from purchaser; correspondence with Receiver; correspondence with D. Montgomery regarding response to letter;	950.00	0.20	190.00
21/10/24	JL	Call with A. Dhanani; consider response and issues related to purchase of Islington;	950.00	0.30	285.00
23/10/24	JL	Discussion with Receiver about proposed offer and next steps;	950.00	0.50	475.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
29/10/24	JL	Review and consider next steps and waiver; email correspondence;	950.00	0.30	285.00
29/10/24	RS	Internal emails re. preparation for AVO hearing; amend service list;	500.00	0.20	100.00
30/10/24	RS	Email assistant re. coordinating hearing;	500.00	0.10	50.00
31/10/24	RS	Email J. Larry re. hearing for sale approval; email counsel re. same;	500.00	0.20	100.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Montgomery, Douglas (DM)	0.70	550.00	385.00
Shah, Ryan (RS)	0.50	500.00	250.00
Larry, Jeffrey (JL)	2.20	950.00	2,090.00
	<u>3.40</u>		

OUR FEES \$ 2,725.00
 HST at 13% 354.25

INVOICE TOTAL \$ 3,079.25

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

TDB Restructuring Limited
11 King Street West, Suite 700
Box 27
Toronto, Ontario M5H 4C7

October 31, 2024
Invoice No.: 130878
Our File No.: 6595-102488

Attention: Bryan Tannenbaum

RE: Conacher (Islington)

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES
Total HST

\$ 2,725.00
354.25

INVOICE TOTAL

\$ 3,079.25

CAMERON STEPHENS MORTGAGE CAPITAL LTD.
Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

AFFIDAVIT OF BEATRICE LOSCHIAVO

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 M

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 April 11, 2024 to August 27, 2024. 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	29.90	\$23,471.50	1973
Wendy Greenspoon-Soer	\$700.00/hr	0.20	\$140.00	1993
Blair Mestel	\$625.00/hr	1.50	\$937.50	2012
Mark Lauriola	\$395.00/hr	64.50	\$25,477.50	2018

5. Inclusive of HST and disbursements, the total amount of the Dockets are \$58,587.69.

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 remotely 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 24 day of November,)
 2024 in accordance with O.Reg 431/20,)
 Administering Declaration Remotely,

Avrom W. Brown

A Commissioner for taking Affidavits

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

This is Exhibit "A" referred to in the
Affidavit of Avrom W. Brown sworn by Avrom W. Brown of
the City of Toronto, in the Province of Ontario, before me at
the City of Toronto, in the Province of Ontario,
this 22 day of November, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits



INVOICE

TDB Restructuring Limited
 11 King Street West, Suite 700
 Toronto, Ontario
 M5H 4C7

Account Name	Receiver's sale of 2849, 2857, 2855, 2853, and 2851 Islington Avenue, Toronto, Ontario		
Your Ref		Invoice No.	INV01-17630
Our Ref	2/MAT68414/14314002	Date	30 Aug 2024
Account No.	MAT68414/CNT14303	Page	1 of 3

Date	Description	FE	Time	Amount excl. Tax
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TO PROFESSIONAL SERVICES RENDERED with respect to the above matter

30 Aug 24 To our fees for professional services rendered for various correspondence, review, negotiation of the Agreement of Purchase and Sale and any Amendments and for facilitating the receivership sale (subsequently aborted)

TOTAL FEES

\$ 50,026.50

DISBURSEMENTS

11 Apr 24	Photocopies - Xerox			\$ 13.50
12 Apr 24	Photocopies - Xerox			\$ 14.25
12 Apr 24	Transaction Levy: Litigation			\$ 100.00
12 Apr 24	Technology and Postage Charges			\$ 50.00
12 Apr 24	Teranet Searches			\$ 189.75
04 Jun 24	Teranet Searches			\$ 352.50
04 Jun 24	Tax Certificates x5			\$ 425.75
06 Jun 24	Teranet Searches			\$ 3.00
11 Jun 24	Photocopies - Xerox			\$ 12.25
12 Jun 24	Teraview Registrations			\$ 163.20
12 Jun 24	Teranet Searches			\$ 37.95
08 Jul 24	Tax Certificates x5			\$ 425.75
26 Jul 24	Teranet Searches			\$ 3.00
08 Aug 24	Outgoing Wire Charge (No Tax)			\$ 17.00 *
30 Aug 24	Outgoing Wire Charge (No Tax)			\$ 17.00 *
	TOTAL DISBURSEMENTS			\$ 1,824.90

TOTAL FEES AND DISBURSEMENTS

\$ 51,851.40

TOTAL TAX @ 13.00%

\$ 6,736.29

* Exempt

Account No.	MAT68414/CNT14303	Invoice No.	INV01-17630	Date	30 Aug 2024	Page	2 of 3
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Date	Description	FE	Time	Amount excl. Tax
TOTAL DUE ON THIS INVOICE				\$ 58,587.69

Balances	Total Due
A/R	\$ 58,587.69
Trust	\$ 0.00
Investment Trust	\$ 0.00
Outstanding Invoices	\$ 0.00
	Invoice Amount
	\$ 58,587.69
	Sub Total
	\$ 58,587.69
	Less Trust Transferred to Pay Invoice
	\$ 0.00
	Total Account Balance
	\$ 58,587.69

Garfinkle Biderman LLP



Wendy Greenspoon-Soer

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.	INV01-17630	Date	30 Aug 2024	Page	3 of 3
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TRUST STATEMENT

Date	Description	Payments	Receipts	Balance
28 Jun 24	Received Direct Deposit from Lakeshore Luxe Design and Build Group - deposit		\$ 650,000.00	\$ 650,000.00
02 Aug 24	Received Direct Deposit from Corsianos Lee Vashishth LLP - non-refundable delay cost		\$ 75,000.00	\$ 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 - partial extension fee		\$ 75,000.00	\$ 725,000.00
13 Aug 24	Received Direct Deposit from Corsianos Lee Vashishth LLP - remainder of extension fee		\$ 75,000.00	\$ 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
	Total	\$ 875,000.00	\$ 875,000.00	\$ 0.00

Garfinkle | Biderman LLP

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 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.

Matter Billing Guide
for Garfinkle Biderman LLP
as at 30 Aug 2024



Filtered by Matter - MAT68414
Including Pre-Bill Items

Matter No.:	MAT68414	Client No.:	CNT14303
Matter Name:	Receiver's sale of 2849, 2857, 2855, 2853, and 2851		
Description:	Islington Avenue, Toronto, Ontario		
Client:	TDB Restructuring Limited	Department:	120 - Litigation - Levy
Address:	11 King St. West, Suite 700	Owner:	Wendy Greenspoon-Soer (13)
	Toronto, Ontario	Current Owner:	Avrom Brown (2)
	M5H 4C7	Legacy Ref:	14314002
Att:	-	Date Opened:	11 Apr 24
Client Ref:	-	Fee Schedule:	-
Client Tax No.:	N/A	Invoice Template:	01 - Standard with Trust and AVR
		Discount:	0.00%
A/R:	58,587.69	Unbilled Fees:	50,026.50
Trust:	0.00	Unbillable Fees:	0.00
Reserve Trust:	0.00	Unbilled Disb:	1,824.90
Investment:	0.00	Unbilled Time:	96.10
		Unbillable Time:	0.00
Last Invoice Date:	-	Last Billable Date:	29 Aug 24
Transfer Notes:	_____		
Discount Notes:	_____		

Fee Earner Summary

Code	Fee Earner	Time (hh)	Fees	Write U/D	Notes
2	Avrom Brown (2)	29.90	23,471.50		
44	Blair Mestel (44)	1.50	937.50		
62	Mark Lauriola (62)	64.50	25,477.50		
13	Wendy Greenspoon-Soer (13)	0.20	140.00		

Unbilled Fees

Date	FE	Activity	Description	Unit Type	Expl Code	Rate/Unit	Time (hh)	Amount	Tax	Total Incl
11 Apr 24	13	BW	Miscellaneous: Communications with A.W.B. and court order	T	-	700.00	0.20	140.00	18.20	158.20
11 Apr 24	2	BW	Draft Master APS	T	-	785.00	1.50	1,177.50	153.08	1,330.58
11 Apr 24	2	29	Miscellaneous re: PINS	T	-	785.00	0.30	235.50	30.62	266.12
11 Apr 24	2	BW	APS	T	-	785.00	0.70	549.50	71.44	620.94
12 Apr 24	2	29	Miscellaneous re: APS	T	-	785.00	0.40	314.00	40.82	354.82
12 Apr 24	2	20	Telephone Call With Jeff Larry	T	-	785.00	0.10	78.50	10.21	88.71
16 Apr 24	2	BW	E-Mail from client - APS	T	-	785.00	0.40	314.00	40.82	354.82
18 Apr 24	2	BW	Various emails	T	-	785.00	0.30	235.50	30.62	266.12
18 Apr 24	2	BW	Zoom with client, agent - Communicate with C/S	T	-	785.00	0.60	471.00	61.23	532.23
18 Apr 24	2	29	Miscellaneous re: APS Amendments	T	-	785.00	0.50	392.50	51.03	443.53
19 Apr 24	2	29	Miscellaneous re: APS amendments	T	-	785.00	0.40	314.00	40.82	354.82

Unbilled Fees

Date	FE	Activity	Description	Unit Type	Expl Code	Rate/Unit	Time (hh)	Amount	Tax	Total Incl
19 Apr 24	2	20	Telephone Call With Client - APS	T	-	785.00	0.20	157.00	20.41	177.41
19 Apr 24	2	BW	Amend APS	T	-	785.00	0.40	314.00	40.82	354.82
22 Apr 24	2	BW	Proofing APS	T	-	785.00	0.40	314.00	40.82	354.82
23 Apr 24	2	BW	Amend APS	T	-	785.00	0.50	392.50	51.03	443.53
30 May 24	2	BW	Proposal from Lakeshore Luxe	T	-	785.00	0.50	392.50	51.03	443.53
30 May 24	2	BW	Zoom with Larry, Wendy, TDB - Lakeshore Luxe proposal	T	-	785.00	0.30	235.50	30.62	266.12
03 Jun 24	2	BW	Current PINS to client	T	-	785.00	0.40	314.00	40.82	354.82
03 Jun 24	2	42	E-Mail from client - Reply to Caution on title	T	-	785.00	0.20	157.00	20.41	177.41
03 Jun 24	2	42	E-Mail from Arif	T	-	785.00	0.10	78.50	10.21	88.71
04 Jun 24	2	BW	Miscellaneous re: reg. of Appt. Order	T	-	785.00	0.30	235.50	30.62	266.12
04 Jun 24	2	38	Follow Up re: Caution on title	T	-	785.00	0.10	78.50	10.21	88.71
04 Jun 24	2	BW	Order Tax Certificates	T	-	785.00	0.30	235.50	30.62	266.12
04 Jun 24	2	42	E-Mail from Jeff Larry - Caution	T	-	785.00	0.10	78.50	10.21	88.71
05 Jun 24	2	BW	Draft Applicaiton to register orders on title	T	-	785.00	0.50	392.50	51.03	443.53
06 Jun 24	2	BW	Review Lakeshore Luxe offer	T	-	785.00	0.90	706.50	91.85	798.35
06 Jun 24	2	20	Telephone Call With Arif	T	-	785.00	0.30	235.50	30.62	266.12
10 Jun 24	2	BW	Receive and review tax certificates and forward to Arif	T	-	785.00	0.30	235.50	30.62	266.12
10 Jun 24	2	42	E-Mail from client - Status of Deposit and APS	T	-	785.00	0.20	157.00	20.41	177.41
10 Jun 24	2	38	Follow Up: Removal of Caution	T	-	785.00	0.20	157.00	20.41	177.41
11 Jun 24	2	BW	Confirm Caution discharged	T	-	785.00	0.10	78.50	10.21	88.71
11 Jun 24	2	BW	Register Court Orders on title	T	-	785.00	0.50	392.50	51.03	443.53
12 Jun 24	2	BW	Executed APS received and processed	T	-	785.00	0.40	314.00	40.82	354.82
12 Jun 24	2	BW	Receive and review initialed APS	T	-	785.00	0.20	157.00	20.41	177.41
13 Jun 24	2	42	E-Mail form Shimon re: Deposit	T	-	785.00	0.10	78.50	10.21	88.71
17 Jun 24	2	29	Miscellaneous re: deposit due today	T	-	785.00	0.10	78.50	10.21	88.71
17 Jun 24	2	BW	Various emails re: no deposit	T	-	785.00	0.10	78.50	10.21	88.71
18 Jun 24	2	38	Follow Up re: o/s deposit	T	-	785.00	0.20	157.00	20.41	177.41
19 Jun 24	2	42	E-Mail from client - status of deposit	T	-	785.00	0.10	78.50	10.21	88.71
19 Jun 24	2	42	E-Mail from client - o/s deposit	T	-	785.00	0.20	157.00	20.41	177.41
25 Jun 24	2	42	E-Mail from client - Deposit	T	-	785.00	0.10	78.50	10.21	88.71
26 Jun 24	2	38	Follow Up re: Deposit	T	-	785.00	0.10	78.50	10.21	88.71
27 Jun 24	2	29	Miscellaneous re: Deposit	T	-	785.00	0.20	157.00	20.41	177.41
28 Jun 24	2	BW	Miscellaneous: Process deposit	T	-	785.00	0.60	471.00	61.23	532.23
28 Jun 24	2	42	E-Mail form Client	T	-	785.00	0.10	78.50	10.21	88.71
02 Jul 24	2	8	Reviewing File	T	-	785.00	0.50	392.50	51.03	443.53
03 Jul 24	2	20	Telephone Call With Arif and telephone to Solicitor	T	-	785.00	0.40	314.00	40.82	354.82
03 Jul 24	2	20	Telephone Call With Solicitor - Closing Date	T	-	785.00	0.10	78.50	10.21	88.71
04 Jul 24	2	42	E-Mail from and to Solicitor - closing date	T	-	785.00	0.20	157.00	20.41	177.41
04 Jul 24	2	1	Telephone Call From Solicitor	T	-	785.00	0.10	78.50	10.21	88.71
04 Jul 24	2	20	Telephone Call With Solicitor	T	-	785.00	0.20	157.00	20.41	177.41
05 Jul 24	2	22	Letter To Solicitor	T	-	785.00	0.30	235.50	30.62	266.12
05 Jul 24	2	BW	E-mails & telephone call with Arif - taxes	T	-	785.00	0.20	157.00	20.41	177.41
08 Jul 24	2	BW	Order up to date tax cert's	T	-	785.00	0.20	157.00	20.41	177.41
08 Jul 24	2	BW	Communicate with Bailiff - Tax Arrears	T	-	785.00	0.50	392.50	51.03	443.53
08 Jul 24	2	BW	E-mail from Bailiff	T	-	785.00	0.10	78.50	10.21	88.71

Unbilled Fees

Date	FE	Activity	Description	Unit Type	Expl Code	Rate/Unit	Time (hh)	Amount	Tax	Total Incl
09 Jul 24	2	BW	E-mail from Solicitor & to client	T	-	785.00	0.20	157.00	20.41	177.41
10 Jul 24	62	BW	Speak to Avrom re file, speak to Michelle re file, email client	T	-	395.00	0.50	197.50	25.68	223.18
10 Jul 24	2	BW	Tax info - City + Bailiff	T	-	785.00	0.40	314.00	40.82	354.82
10 Jul 24	2	BW	instruct mark	T	-	785.00	0.20	157.00	20.41	177.41
10 Jul 24	2	8	Reviewing File	T	-	785.00	0.60	471.00	61.23	532.23
11 Jul 24	62	BW	Discuss file with Blair	T	-	395.00	0.40	158.00	20.54	178.54
11 Jul 24	2	21	Conference Call With Arif, Bailiff	T	-	785.00	0.30	235.50	30.62	266.12
12 Jul 24	62	BW	Discuss file with Michelle re to do, discuss APS, review APS and file, instruct michelle preliminary documents of prepare, speak to Courtney re CS mortgage	T	-	395.00	2.20	869.00	112.97	981.97
15 Jul 24	62	BW	Discuss title with blair, discuss with Michelle	T	-	395.00	0.40	158.00	20.54	178.54
16 Jul 24	62	BW	Discuss with Avrom file, discuss with Michelle to do, email to p solicitor, review APS and files re prep of documents for closing	T	-	395.00	1.70	671.50	87.30	758.80
16 Jul 24	2	BW	Discuss with Mark	T	-	785.00	0.10	78.50	10.21	88.71
17 Jul 24	62	BW	Discuss update on file for preparation of docs, and adjustments re leases	T	-	395.00	0.40	158.00	20.54	178.54
18 Jul 24	62	BW	Review APS and discuss with Michelle documents to be prepped, discuss adjustments re leases and rent roll and taxes, email to client re whether there are any leases etc. in place and progress on obtaining the order, speak to Avrom re leases and order	T	-	395.00	1.80	711.00	92.43	803.43
18 Jul 24	2	BW	Discuss with Mark	T	-	785.00	0.20	157.00	20.41	177.41
19 Jul 24	62	BW	Review correspondence from Arif, instruct Michelle	T	-	395.00	0.30	118.50	15.41	133.91
22 Jul 24	62	BW	Discuss closing docs with Michelle	T	-	395.00	0.50	197.50	25.68	223.18
23 Jul 24	62	BW	Review APS, review docs, revise, discuss with Michelle, draft ancillary docs and revise purchase and vendor docs, speak to Blair re docs and APS, emails to Arif re commission statement	T	-	395.00	5.10	2,014.50	261.89	2,276.39
24 Jul 24	62	BW	Discuss with Avrom and Blair re Order, discuss with Michelle re vesting e reg, emails to Bailiff re taxes, review correspondence	T	-	395.00	1.80	711.00	92.43	803.43
24 Jul 24	2	29	Miscellaneous re: Order	T	-	785.00	0.20	157.00	20.41	177.41
24 Jul 24	2	BW	Review Court Orders	T	-	785.00	0.20	157.00	20.41	177.41
24 Jul 24	2	BW	Discuss with Blair, Jeff Larry - form of Order	T	-	785.00	0.60	471.00	61.23	532.23
24 Jul 24	2	20	Telephone Call With client	T	-	785.00	0.10	78.50	10.21	88.71
24 Jul 24	2	20	Telephone Call With Solicitor - Order	T	-	785.00	0.30	235.50	30.62	266.12
24 Jul 24	2	42	E-Mail from Solicitor - Order	T	-	785.00	0.10	78.50	10.21	88.71
24 Jul 24	44	BW	To confer with Mark re: APS; to all related matters, correspondence and attendances	T	-	625.00	0.20	125.00	16.25	141.25
24 Jul 24	44	BW	To review of approved VO; to confer with ABW; to calls with Jeff Larry, Bryan T and Jacob lee re: Para. 3 language (Transfer/Deed of Land versus Application Vesting Order)	T	-	625.00	1.00	625.00	81.25	706.25
24 Jul 24	44	BW	To misc. correspondence from AWB, Wendy, etc., re: Order amending matters;	T	-	625.00	0.30	187.50	24.38	211.88

Unbilled Fees

Date	FE	Activity	Description	Unit Type	Expl Code	Rate/Unit	Time (hh)	Amount	Tax	Total Incl
25 Jul 24	62	BW	Speak to Blair, various discussions with Avrom re closing document of assignment and assumption, review doc, revise and re-draft agreement for the assignment and assumption, review revised order, revise e-reg, review guidelines for teraview, revise, review adjustments, discuss with Michelle, speak to Avrom re Receiver's certificate, speak to Blair re Receiver's certificate	T	-	395.00	5.00	1,975.00	256.75	2,231.75
25 Jul 24	2	29	Miscellaneous re: Amended Order	T	-	785.00	0.30	235.50	30.62	266.12
25 Jul 24	2	BW	Discuss with Mark	T	-	785.00	0.10	78.50	10.21	88.71
25 Jul 24	2	29	Miscellaneous re: Commission	T	-	785.00	0.10	78.50	10.21	88.71
25 Jul 24	2	BW	Discuss with Mark	T	-	785.00	0.10	78.50	10.21	88.71
25 Jul 24	2	BW	Discuss with Mark	T	-	785.00	0.10	78.50	10.21	88.71
25 Jul 24	2	BW	Discuss with Mark	T	-	785.00	0.20	157.00	20.41	177.41
26 Jul 24	62	BW	Various calls and voicemails to the City of Toronto re the Restriction, emails to Brattys re restriction, discuss with Avrom re restriction, discuss with Michelle re restriction, email to the City of Toronto as a courtesy re restriction, discuss receiver's certificate for signing with michelle, call with Michelle to discuss emails from the various city of toronto contacts, emails to city of toronto contacts re restriction	T	-	395.00	2.80	1,106.00	143.78	1,249.78
29 Jul 24	62	BW	Discussion with Michelle re receiver's certificate and the DocuSign documents, set up meeting through Teams with our client, remote signing with client, emails to the City of Toronto re agreement restriction on title, speak to Avrom re City of Toronto response to consent, call with Avrom and Jacob re update on file, call to Arif, leave voicemail re update on file, discuss update with Michelle on file, review correspondence from the City of Toronto	T	-	395.00	2.30	908.50	118.11	1,026.61
29 Jul 24	2	BW	Various emails	T	-	785.00	0.40	314.00	40.82	354.82
29 Jul 24	2	20	Telephone Call With Solicitor, Mark	T	-	785.00	0.30	235.50	30.62	266.12
30 Jul 24	2	BW	Discuss with Mark - C.D.	T	-	785.00	0.20	157.00	20.41	177.41
30 Jul 24	2	42	E-Mail from and to Jeff Larry - Status	T	-	785.00	0.10	78.50	10.21	88.71
30 Jul 24	2	BW	Discuss with Mark - Extension	T	-	785.00	0.20	157.00	20.41	177.41
30 Jul 24	62	BW	Email city of Toronto re consent, Review correspondence from the City of Toronto, speak to Avrom re City, speak to Avrom re extension, emails to Arif various, emails to Jeff various, email re extension status various to Jacob, call with Jacob, various voicemail for status, call with Jacob re extension, call with Arif re extension, speak to Avrom re extension again, discuss with Michelle status of file, speak to Blair re file on extension	T	-	395.00	3.20	1,264.00	164.32	1,428.32

Unbilled Fees

Date	FE	Activity	Description	Unit Type	Expl Code	Rate/Unit	Time (hh)	Amount	Tax	Total Incl
31 Jul 24	62	BW	Call with Avrom, emails to Arif and Bryan various re extension request, emails to Jacob re extension request, draft email re extension request to our client and then counter terms to Jacob, call to Jacob discussing extension, email re docs to Jacob of anticipatory breach, speak to Blair re docs on file and adjustments and costs of extension, call with Michelle to discuss the docs to send to P solicitor, message vesting order to Jacob, call with Blair re registration	T	-	395.00	3.30	1,303.50	169.46	1,472.96
31 Jul 24	2	42	E-Mail from Agent; Client	T	-	785.00	0.10	78.50	10.21	88.71
31 Jul 24	2	BW	Discuss with Mark (3)	T	-	785.00	0.50	392.50	51.03	443.53
01 Aug 24	62	BW	Discuss with Avrom, emails to P solicitor, client, discuss with Michelle all re extensions, f/u re extensions	T	-	395.00	1.20	474.00	61.62	535.62
02 Aug 24	62	BW	Review correspondence, speak to Michelle re \$75k amount received, speak to Avrom re Amendment Reactivation. Discuss with Avrom Amendment and Reactivation agreement, speak to Michelle, draft Agreement, revise agreement, emails to George re amendment, emails to Arif re receipt of funds and agreement, instruct Michelle	T	-	395.00	2.60	1,027.00	133.51	1,160.51
02 Aug 24	2	42	E-Mail from client to C/S - Status	T	-	785.00	0.10	78.50	10.21	88.71
02 Aug 24	2	BW	Discuss with Mark	T	-	785.00	0.10	78.50	10.21	88.71
06 Aug 24	62	BW	Reviewing Reactivation Agreement, email to Arif explaining the content, confirming and clarifying, email to P solicitor re agreement, instruct Michelle	T	-	395.00	1.10	434.50	56.49	490.99
07 Aug 24	2	BW	Zoom with Arif, Jerry	T	-	785.00	0.10	78.50	10.21	88.71
07 Aug 24	62	BW	Review correspondence, review Reactivation, emails to P solicitor and our client re signatures, prep docusign for signature, discuss with Avrom, f/u status with P solicitor re financing various, discuss with Avrom update and irrevocable Date	T	-	395.00	1.80	711.00	92.43	803.43
08 Aug 24	62	BW	Various emails to Jacob and f.u to Jacob and George re Reactivation Agreement and status of closing, various discussions with Avrom re update on file	T	-	395.00	1.50	592.50	77.03	669.53
08 Aug 24	2	BW	Wiring \$75,000.00 to TDB	T	-	785.00	0.20	157.00	20.41	177.41
09 Aug 24	62	BW	Discuss file with Michelle, call to Jacob Lee re update on file, calls and voicemails to Jacob and his colleagues separately, email to Jacob and his colleagues for update on status of file, discuss update with file on Michelle, discuss update with Avrom,. Call with Avrom discussing extension terms, call with Arif discussing extension terms, email to Arif re extension terms, emails to Arif and Jerry confirming extension terms, email to P solicitor re further extension terms, email re retendering on P solicitor for anticipatory breach of contract, email to Arif re update re extension	T	-	395.00	3.60	1,422.00	184.86	1,606.86
09 Aug 24	2	BW	Various emails - status	T	-	785.00	0.10	78.50	10.21	88.71
09 Aug 24	2	BW	Discuss with Mark (2) - Ext.	T	-	785.00	0.20	157.00	20.41	177.41

Unbilled Fees

Date	FE	Activity	Description	Unit Type	Expl Code	Rate/Unit	Time (hh)	Amount	Tax	Total Incl
12 Aug 24	62	BW	Review correspondence re extension terms between Avrom Arif and myself, discussing terms, discussing amended extension terms, review correspondence from Jacob, emails to Jacob re extension terms, email to Arif re rebuttal extension terms and explanation, discuss same with Avrom and Michelle, Call with George re extension terms, call and voicemail to Arif re extension terms, emails various to Arif re further negotiation of extension terms, emails to George re extension terms and Jacob, discuss receipt of funds of first \$75k, speak to Avrom, email Arif receipt of funds	T	-	395.00	3.60	1,422.00	184.86	1,606.86
12 Aug 24	2	20	Telephone Call With Arif - Ext. terms	T	-	785.00	0.20	157.00	20.41	177.41
12 Aug 24	2	BW	Discuss with Mark - Ext.	T	-	785.00	0.20	157.00	20.41	177.41
12 Aug 24	2	BW	Discuss with Mark - Ext.	T	-	785.00	0.20	157.00	20.41	177.41
12 Aug 24	2	BW	Discuss with Mark	T	-	785.00	0.20	157.00	20.41	177.41
13 Aug 24	62	BW	Emails to Arif and George and discuss with Avrom, discuss with Michelle	T	-	395.00	0.70	276.50	35.95	312.45
14 Aug 24	62	BW	Call with Avrom, discuss Reactivation Agreement with Michelle, emails to Arif, draft revised Reactivation, email Arif, email Arif re confirmation, email to P solicitor re review	T	-	395.00	1.40	553.00	71.89	624.89
14 Aug 24	2	BW	Discuss with Mark	T	-	785.00	0.10	78.50	10.21	88.71
15 Aug 24	62	BW	Emails to Arif and P solicitor, docusign it out the Reactivation Agreement, instruct Michelle	T	-	395.00	0.70	276.50	35.95	312.45
16 Aug 24	62	BW	Discuss with Avrom, email re completed DocuSign, review correspondence, f/u emails to Jacob re financing and closing, emails to Arif various re negotiating extension terms, emails to Jacob and George re negotiating extension terms, email Avrom, instruct Michelle re extension terms. Email to George and Jacob re Tendering again re closing	T	-	395.00	3.40	1,343.00	174.59	1,517.59
19 Aug 24	2	BW	Discuss with Mark (2)	T	-	785.00	0.40	314.00	40.82	354.82
19 Aug 24	62	BW	Emails to Arif and George/Jacob re extension follow up various, discuss with Michelle, various discussions with Avrom re extension requests and results from same	T	-	395.00	1.70	671.50	87.30	758.80
20 Aug 24	62	BW	Discuss numbers with michelle, prep of numbers, correspond with michelle, emails to George various re extension funds, emails to arif and bryan re extension requests follow up, follow ups with accounting re costs delays deposits, prepare numbers with Michelle, discussions with Avrom	T	-	395.00	2.10	829.50	107.84	937.34
20 Aug 24	2	BW	Discuss with Mark	T	-	785.00	0.10	78.50	10.21	88.71
20 Aug 24	2	BW	Various emails re: ext. and Deposits	T	-	785.00	0.10	78.50	10.21	88.71
21 Aug 24	62	BW	Review Correspondence, speak to Avrom, emails to Arif and client and George re extension terms	T	-	395.00	1.00	395.00	51.35	446.35
21 Aug 24	2	BW	Discuss with Mark	T	-	785.00	0.10	78.50	10.21	88.71
22 Aug 24	62	BW	Review correspondence between solicitor and our client re default and extension, discuss with Avrom status of file and whether going to be renegotiated	T	-	395.00	0.80	316.00	41.08	357.08
22 Aug 24	2	20	Telephone Call With Arif - Status	T	-	785.00	0.30	235.50	30.62	266.12

Matter No.:

MAT68414

Client No.:

CNT14303

Unbilled Fees

Date	FE	Activity	Description	Unit Type	Expl Code	Rate/Unit	Time (hh)	Amount	Tax	Total Incl
22 Aug 24	2	BW	Discuss with Mark - Status	T	-	785.00	0.10	78.50	10.21	88.71
23 Aug 24	62	BW	Various discussion with Avrom, call with Arif, review correspondence between parties various	T	-	395.00	1.60	632.00	82.16	714.16
23 Aug 24	2	42	E-Mail from client - Status	T	-	785.00	0.10	78.50	10.21	88.71
23 Aug 24	2	BW	Discuss with Mark	T	-	785.00	0.10	78.50	10.21	88.71
23 Aug 24	2	BW	Various emails - delayed closing	T	-	785.00	0.20	157.00	20.41	177.41
26 Aug 24	62	BW	Various conference calls with Avrom and parties, discussions with Avrom, call with Avrom, various calls with Arif, notes, review various correspondence	T	-	395.00	3.00	1,185.00	154.05	1,339.05
26 Aug 24	2	20	Telephone Call With Arif; discuss with Mark - Status	T	-	785.00	0.20	157.00	20.41	177.41
26 Aug 24	2	BW	Various emails re: Status	T	-	785.00	0.50	392.50	51.03	443.53
26 Aug 24	2	20	Telephone Call With Jason Waddon	T	-	785.00	0.50	392.50	51.03	443.53
26 Aug 24	2	20	Telephone Call With Arif	T	-	785.00	0.20	157.00	20.41	177.41
26 Aug 24	2	BW	Zoom with various	T	-	785.00	0.70	549.50	71.44	620.94
26 Aug 24	2	BW	Zoom with TDB and Jerry	T	-	785.00	0.40	314.00	40.82	354.82
27 Aug 24	62	BW	Review draft letter to clients re termination of agreement, discuss with Avrom the letter, review correspondence, review further correspondence re letter, email to clients, email to Jason re letter of termination	T	-	395.00	1.00	395.00	51.35	446.35
27 Aug 24	2	2	Telephone Call To Jason	T	-	785.00	0.20	157.00	20.41	177.41
27 Aug 24	2	BW	Termination letter to Jason	T	-	785.00	0.50	392.50	51.03	443.53
Total Unbilled Fees							96.10	50,026.50	6,503.83	56,530.33

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

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Lawyer for the Receiver

TAB 4



TDB Restructuring Limited
Licensed Insolvency Trustee

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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 THE THIRD REPORT OF THE RECEIVER

NOVEMBER 28, 2024

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

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1.0 INTRODUCTION

1. TDB Restructuring Limited (the “**Receiver**”), in its capacity as receiver over the real property known municipally as 311 Conacher Drive, Kingston Ontario (the “**Kingston Property**”) and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the “**Toronto Property**”), filed its Third Report to the Court dated November 25, 2024 (the “**Third Report**”) in connection with a motion by the Receiver seeking, inter alia, an order approving the sale of the Toronto Property.

1.1 Purpose of Report

2. The purpose of this supplement to the Third Report (the “**Supplement to the Third Report**”) is to:
 - (a) provide the Court with further information concerning the status of the sale of the Kingston Property; and
 - (b) seek orders of the Court:
 - i. authorizing and directing Garfinkle Biderman LLP to release the deposit held by it, in trust, which was paid to it by 2349891 Ontario Inc. (the “**Kingston Purchaser**”) pursuant to the asset purchase agreement between the Receiver and the Kingston Purchaser (the “**Kingston APS**”); and
 - ii. approving the Supplement to the Third Report and the Receiver’s conduct and activities described therein.
3. The Supplement to the Third Report should be read in conjunction with the Third Report, including the Terms of Reference set out therein.
4. Unless otherwise defined, the defined terms in the Supplement to the Third Report have the same definitions as set out in the Third Report.

2.0 STATUS OF THE SALE OF THE KINGSTON PROPERTY

2.1 Closing Extension of the Sale of the Kingston Property

5. The Kingston APS was an unconditional offer from the Kingston Purchaser and a non-refundable deposit in accordance with the Kingston APS was paid by the Kingston Purchaser to Garfinkle Biderman LLP (“**Garfinkle Biderman**”) to be held in trust pending the closing of the sale of the Kingston Property.
6. Pursuant to the terms of the Kingston APS, closing of the transaction was to occur on the later of: (i) three (3) days immediately following the issuance of the Kingston AVO, or the next business day, as applicable; or (ii) October 2, 2024, or such other date as the parties may mutually agree upon. The hearing for the approval of the sale of Kingston Property was held on October 9, 2024, and the Endorsement of the Court approving the sale of the Kingston Property was released on October 31, 2024. The Court’s endorsement approving the sale is attached hereto as **Appendix “A”**, and the Approval and Vesting Order is attached hereto as **Appendix “B”**.
7. The Receiver agreed with the Kingston Purchaser to an extension for closing the transaction for the Kingston Property on November 20, 2024 at the Kingston Purchaser’s request.
8. As set out in the Second Report, a copy of which is attached as Appendix D to the Third Report, on November 20, 2024, the Kingston Purchaser advised that it required a 45-day extension to close the transaction. After some negotiation with the Kingston Purchaser, the Receiver agreed to an extension to January 6, 2025 on the basis that an additional deposit of \$500,000 (the “**Additional Deposit**”) towards the purchase price would be paid by the Kingston Purchaser by noon on November 27, 2024. Attached hereto as **Appendix “C”** is a copy of the email exchange between Loopstra Nixon LLP (“**Loopstra Nixon**”), counsel to the Kingston Purchaser, and Garfinkle Biderman, real estate counsel to the Receiver, in which the terms of the extension were agreed to by the Kingston Purchaser.

2.2 Default on Closing Extension of the Sale of the Kingston Property

9. On November 27, 2024, Garfinkle Biderman contacted Loopstra Nixon several times to enquire as to when the Additional Deposit would be paid, as the terms of the agreed upon extension to January 6, 2025 set out that the Additional Deposit was to be paid by noon on November 27, 2025.
10. Loopstra Nixon responded with its letter dated November 27, 2024 (the “**November 27th Letter**”) in which it advised that the Purchaser is no longer in a position to provide the additional \$500,000.00 deposit requested by the Receiver in order to secure an extension of the closing date under the Purchase Agreement until January 6, 2025 and that the November 27th Letter is formal notice of the Purchaser’s inability to complete the transaction as scheduled for the various reasons set out therein.
11. The November 27th Letter further states that: (i) the Purchaser does not consent to the release of the existing deposit in the amount of \$250,000 to the Receiver and maintains that the deposit should be returned to the Purchaser in full, given the extenuating circumstances; and (ii) the Purchaser expressly reserves all of its legal rights to pursue remedies against the Receiver and the deposit-holder should the deposit be released to the Receiver without the Purchaser’s authorization. A copy of the November 27th Letter is attached hereto as **Appendix “D”**.
12. Upon receipt of the November 27th Letter, the Receiver immediately contacted Cameron Stephens to advise it of the Kingston Purchaser’s position. With the concurrence of Cameron Stephens, the Receiver terminated the transaction and requested that Garfinkle Biderman send a letter to Loopstra Nixon confirming same (the “**Termination Letter**”). A copy of the Termination Letter is attached hereto as **Appendix “E”**.
13. The Receiver is of the position that the deposit paid in trust to Garfinkle Biderman by the Kingston Purchaser should be released to the Receiver on the following basis:
 - (a) the Kingston APS, a redacted version of which is attached hereto as **Appendix “F”**, is an unconditional offer and the deposit paid thereunder is a non-refundable deposit;

(b) the Kingston APS sets out at paragraph 2.5 (c) that:

“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.”

(c) the Receiver agreed in good faith to an extension, which was requested by the Kingston Purchaser, to November 20, 2024 at no additional cost to the Kingston Purchaser, on the assumption that the transaction would close on November 20, 2024;

(d) on November 20, 2024, the Receiver agreed to a further extension to November 27, 2024 at no cost to the Kingston Purchaser on the basis that a further deposit of \$500,000 would be paid by the Kingston Purchaser by noon on November 27, 2024 to solidify its commitment to closing the transaction on January 6, 2025. The Kingston Purchaser agreed unconditionally to the terms of the extension; and

(e) the Kingston Purchaser not only defaulted on closing the transaction on November 20, 2024, but has now defaulted on the extension terms to which it agreed to extend the closing date to January 6, 2025.

14. The Receiver intends to re-market the Kingston Property in January, 2025.

3.0 RECEIVER'S REQUEST OF THE COURT

15. In addition to the relief requested in the Third Report, the Receiver respectfully requests that the Court grant the orders described in paragraph 2(b) above.

All of which is respectfully submitted to this Court as of this 28th day of November, 2024.

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



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ ENDORSEMENT FORM

COURT FILE NO.: CV-23-00701672-00CL DATE: OCTOBER 9, 2024

NO. ON LIST: 5

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

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

PARTICIPANT INFORMATION**For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
Wendy Greenspoon-Soer Counsel	Cameron Stephens Mortgage Capital Ltd.	wgreenspoon@garfinkle.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Paul H. Starkman Calvin Zhang Counsel	2478659 Ontario Ltd.	paul@starkmanlawyers.com calvin@starkmanlawyers.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Dan Murdoch Nick Avis Counsel	Ron Barbaro	dmurdoch@stikeman.com navis@stikeman.com
Samuel Mosonyi Counsel	Elena Terpselas, in her Capacity as Estate Trustee of the Estate of Nicholas Kyriacopoulos	smosonyi@robapp.com

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Douglas Montgomery Jeff Larry Counsel	TDB Restructuring Limited	douglas.montgomery@paliareroland.com jeff.larry@paliareroland.com

ENDORSEMENT OF JUSTICE W.D. BLACK:

- [1] This was a motion brought by TDB Restructuring Limited in its capacity as the court-appointed receiver (the “Receiver”) of the lands and premises known municipally as 311 Conacher Drive, Kingston, Ontario (the “Kingston Property”) and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the “Islington Property”) and together with the Kingston Property, the “Properties”) for, among other things, the approval of the sale of the Kingston Property.
- [2] More particularly, the Receiver seeks orders:
- (a) Approving the sale transaction (the “Transaction”) for the Kingston Property contemplated by the asset purchase agreement between the Receiver and 2349891 Ontario Inc. (the “Kingston Purchaser”) dated August 13, 2024 (the “APS”).
 - (b) Following the Receiver’s delivery of the Receiver’s certificate (substantially in the form at Schedule A to the proposed Approval and Vesting Order (the “AVO”), transferring and vesting all of Conacher Kingston Holdings Inc. (the “Debtor”)’s right, title, and interest in and to the Kingston Property to Crestmount Developments (Kingston) Limited, free and clear of all liens, charges, security interests and encumbrances other than permitted encumbrances.
 - (c) Approving the Proposed Interim Distribution (as defined in the materials).
 - (d) Approving the Second Report of the Receiver dated September 26, 2024, and the Receiver’s activities described therein, as well as the fees and disbursements of the Receiver and its counsel as detailed in the Second Report and in two affidavits filed herein.
 - (e) Sealing Confidential Appendices 1 and 2 to the Second Report; and
 - (f) Approving the Receiver’s Statement of Receipts and Disbursements described in the Second Report.
- [3] With the exception of certain concerns discussed below, which in my view do not constitute reasons to prevent or delay the Transaction, the Transaction is essentially unopposed. In my view the process and

efforts undertaken by the Receiver easily meet the well-established criteria under *Royal Bank v. Soundair Corp.*, 1991 CanLII 2727 (ONCA).

- [4] The evidence amply demonstrates that the Kingston Property was well-exposed to the market through, among other steps, distribution of promotional brochures to over 7000 potential purchasers and a public MLS listing for approximately seven weeks. An initial potential deal fell by the wayside, and the Receiver renewed its efforts and attracted (or confirmed) additional interest.
- [5] The Receiver received two offers for the Kingston Property by the Bid Deadline, in addition to the offer from the Kingston Purchaser giving rise to the Transaction.
- [6] The only condition for closing is the issuance of the AVO sought on this motion.
- [7] It is clear to me that the Receiver has made a robust effort to get the best price for the Kingston Property, and has not acted imprudently, and I see nothing to suggest that the process has been in any way unfair.
- [8] The only opposition to the Transaction came, first, from counsel to the putative second mortgagee on the Kingston Property, 2462686 Ontario Inc. (“286”) who raised, reasonably, a question as to whether a particular party who had previously expressed an interest in purchasing the Kingston Property had been approached. The Receiver provided a supplement to its Second Report confirming that indeed there had been communications with the agent for that party, from which no bid had resulted.
- [9] Appropriately, in light of receiving that information, counsel for 286 expressly withdrew the concern.
- [10] A second set of alleged concerns were voiced by counsel for the putative third mortgagee on the Kingston Property, 2478659 Ontario Ltd. (“247”). (I use the word “putative” with respect to mortgages of 246 and 247 inasmuch as, despite numerous requests from the Receiver, neither has yet provided documentation proving the validity of their respective charges. Both say they expect to do so, but for the moment at least some question has been raised about their mortgage security which remains to be resolved).
- [11] I regard the concerns raised by 247 as insubstantial and bordering on inappropriate. The concerns were in the nature of suggesting that, for example, although the Receiver reported that it had sent brochures to 7000 potential purchasers it had not in its materials identified the 7000 recipients or provided relevant details about them. Other similarly unconvincing concerns were raised. 247 also suggested that there was no evidence that the broker had a “for sale” sign in place on the Kingston Property; in response the Broker quickly confirmed that it had and offered photographic evidence (which I did not need to see to accept the Broker’s confirmation). In my view 247’s arguments in this vein were in the nature of “throwing everything against the wall in the hope that something would stick.” As a more troubling part of this offensive, counsel for 247 even went so far as to allege that the Receiver had engaged in “double counting” in respect of its fees.
- [12] Any party asserting such allegations against an officer of the court has, in my view, a duty to provide precise and compelling evidence to substantiate them. The processes involved in insolvency matters before this court are important, and often subject to time constraints and other pressures, and this court relies heavily on the professionalism and integrity of the court-appointed professionals who assist the court in these proceedings.

- [13] That is not to say that the Receiver (or any other court officer) is above scrutiny or reproach. However, such allegations must not be made lightly, and must be based in clear evidence.
- [14] In my view 247's allegations are not supported by the evidence in this record and were and are not reasonable allegations to make. I see nothing to suggest that the receiver has conducted itself with anything less than its usual level of diligence and professionalism.
- [15] I am satisfied that the Transaction is for the benefit of the relevant stakeholders and, as noted, in compliance with the Soundair principles, and I approve it. I also agree with the need for the Confidential Appendices to be sealed (in accordance with Sherman Estate and Sierra Club) and so order.
- [16] The other issues raised before me related to issues about the proposed distribution of funds.
- [17] Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens") is, undisputedly, the first mortgagee on both the Kingston Property – for which it provided first mortgage financing to Conacher Kingston Holdings Inc. ("Conacher Kingston") – and on the Islington Property – for which it provided first mortgage financing to 5004591 Ontario Inc. ("500", and together with Conacher Kingston, the "Debtors").
- [18] The Receiver proposes, after payments of property taxes to the City of Kingston, payment of its fees and those of its counsel, payment of the Receiver's borrowings relating to the Kingston Property, payment to the broker of its commissions and retaining a holdback for further fees and disbursements to pay to Cameron Stephens the remaining amount owed to it in respect of the indebtedness secured by its first mortgage on the Kingston Property (and the Receiver expects that Cameron Stephens indebtedness will be fully repaid from those net proceeds).
- [19] With respect to the second and third mortgagees, 246 and 247, as noted the Receiver remains to be satisfied that these parties have valid charges against the Kingston Property.
- [20] On the assumption that 246 and 247 will demonstrate that their respective security is valid and enforceable, the Receiver than proposed to make the following further distributions:
- (a) Payment to 246 of the lesser of:
 - i. The amount owed to it in respect of its mortgage; or
 - ii. The remaining proceeds from the sale of the Kingston Property; and
 - (b) Payment to 247 of the lesser of:
 - i. The amount owed to it in respect of the mortgage; or
 - ii. The remaining proceeds from the sale of the Kingston Property.
- [21] In the ordinary course, this proposed approach to distribution appears unassailable.
- [22] However, 247 in particular, and 246, make arguments arising in relation to the Islington Property, and in particular the ownership of the Islington Property. That is, and the premise for the "marshalling" argument discussed below, Conacher Kingston and 500 were each owned by the late Nick Kyriacopoulos.

- [23] I should note in passing that, in July of 2024 the Receiver brought a motion to approve the sale of the Islington Property. The motion was granted, but the purchaser ultimately failed to close the purchase, as a result of which the Islington Property was re-listed.
- [24] The order sought by the Receiver contemplates, after the distributions described above, the postponement of any further distributions to creditors pending the sale of the Islington Property. So, any excess proceeds from the sale of the Kingston Property will be held in trust by the Receiver until the Islington Property is sold and stakeholders have an opportunity to make submissions about the appropriate distribution of both any surplus funds from the Kingston Property and the net proceeds of sale of the Islington Property.
- [25] Notwithstanding this proposed approach, 247 has now brought a motion for a declaration that the “doctrine of marshalling be applied to require Cameron Stephens to realize on its security against the [Islington Property].” 247 also seeks an order requiring the Receiver to maintain the sale proceeds from the Kingston Property and the Islington Property in separate accounts, and that Cameron Stephens’ mortgage on the Islington Property not be discharged.
- [26] The Receiver opposes the relief sought by 247, noting that both Conacher Kingston and 500 have covenanted to Cameron Stephens to repay the full amount of their debt, as secured by the first mortgage, in each case that Cameron Stephens holds, on the respective properties.
- [27] The Receiver cites at least four reasons why the proceeds of sale of the Kingston Property ought not to be held back.
- [28] First, as noted, there is no dispute about the validity of Cameron Stephens’ charges over the properties, nor that Cameron Stephens is the first mortgagee in each case. The Receiver points to authority for the proposition that, even if the doctrine of marshalling is applicable, a fundamental principle of the doctrine is that “nothing will be done to interfere with the paramount right of the first mortgagee to pursue his remedy against either of the two estates.” (807933 Ontario Inc. v. Allison (Trustee of) (1995) 22 O.R. (3d) 102 (Gen. Div.), appeal dismissed (1998) 38 O.R. (3d) 337 (C.A.).
- [29] As such, the Receiver persuasively argues, the right of a junior creditor to invoke the marshalling doctrine is subject to the important qualification that nothing will be done to interfere with the ability of the first mortgagee to pursue its remedy against either of the two estates. The first mortgagee does not become a trustee for the junior mortgagees (*First Investors Corp. v. Veeradon Developments Ltd.* (1988), ABCA 38 (CanLII)). In this case, the Receiver asserts, requiring Cameron Stephens to postpone realization on its security would in fact prejudice its “paramount” right to pursue its remedy against either of the two estates.
- [30] Second, the Receiver takes issue with 247’s reliance on *Re Allison* (on which the Receiver also relies). The Receiver points out that the motions judge in that case concluded that “the applicants are not entitled to invoke the doctrine of marshalling” on the basis that the applicant was not a secured creditor.” Moreover, as was pointed out by counsel for the owner of the Islington Property, who was present in court, the specific aspect of the motions judge’s decision in *Re Allison* on which 247 specifically relied in argument was expressly overturned by the Court of Appeal for Ontario.
- [31] The Receiver notes that, even if the doctrine of marshalling applies – in respect of which it takes no position – the result would still be to pay down Cameron Stephens’ debt in full from the Kingston

Property sale, and subsequently allow 246 and/or 247 to argue that they have the right to marshal into the Islington Property, which is precisely what the Receiver's proposed approach will allow to happen.

- [32] The Receiver's third point is that the indebtedness owed to Cameron Stephens and the other creditors continues to grow as a result of the accrual of interest, such that the sooner its debt is satisfied the more money will be available for the satisfaction of other debts. On the other hand, reducing the amount of proceeds available to satisfy the claims of multiple creditors is in none of the stakeholders' interest.
- [33] Finally, the Receiver notes that creditors who assert claims, albeit unsecured, against proceeds from the Islington Property may similarly argue that Cameron Stephens' indebtedness ought to be repaid out of the Kingston Property first. In fact, those very arguments were raised in July 2024 when the Receiver sought approval of the sale of the Toronto Property.
- [34] I am persuaded by these submissions. In my view the doctrine of marshalling, even if it applies, does not assist the second and third mortgagees (246 and 247) here.
- [35] The Receiver's proposed approach to distribution in fact preserves whatever rights these parties (and others) may have to share in the proceeds of sale (of the two properties).
- [36] Moreover, it remains the case that 246 and 247 have yet to prove the validity of their respective charges (and counsel for the owner of the Islington Property maintains that they will be unable to do so). While I would not uphold the argument of 246 and 247 in the circumstances at hand in any event, I would be all the more loath to do so when the validity of their respective charges remains unproved.
- [37] As noted, and for these additional reasons, I am granting the orders sought by the Receiver, signed copies of which are attached, and dismissing the motions of 246 and 247.



W.D. BLACK J.

DATE: OCTOBER 9, 2024

APPENDIX B

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) WEDNESDAY, THE 9TH DAY
JUSTICE W.D. BLACK) OF OCTOBER, 2024

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

CONACHER KINGSTON HOLDINGS INC. and 5004591 ONTARIO INC.

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by TDB Restructuring Limited in its capacity as the Court-appointed receiver (the "Receiver") of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario (the "Kingston Property") and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Toronto Property" and together with the Kingston Property, the "Properties") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and 2349891 Ontario Inc. (the "Purchaser") dated August 13, 2024 and appended to the Report of the Receiver dated September 26, 2024 (the "Second Report"), and vesting in the Purchaser or as it directs, Conacher Kingston

Holdings Inc. (the “Debtor”)’s right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report and on hearing the submissions of counsel for the Receiver and the other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the Lawyer’s Certificate of Service of Douglas Montgomery, dated October 2, 2024, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to Crestmount Developments (Kingston) Limited.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in Crestmount Developments (Kingston) Limited, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the

foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Conway dated December 6, 2023 (and effective December 22, 2023); (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office No. 13 of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act, the Land Registrar is hereby directed to enter Crestmount Developments (Kingston) Limited as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been

sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS that, upon closing of the Transaction, the Receiver is authorized and directed to distribute the net proceeds from the sale of the Purchased Assets in the following order of priority (such scheme of distribution being the “Interim Distribution”):

- (a) Payment to the City of Kingston, in respect of property taxes owing by the Debtor in connection with the Kingston Property;
- (b) Payment to the Receiver and its counsel, in respect of remaining unpaid fees and disbursements in connection with the Kingston Property;
- (c) Payment to Cameron Stephens Mortgage Capital Ltd. (“CS”), in respect of amounts loaned to the Receiver pursuant to the Receiver’s Borrowing Charge in connection with Kingston Property;
- (d) Payment to Rogers & Trainor Commercial Realty Inc., in respect of commissions owed to it upon the successful closing of the Transaction;
- (e) Retention of \$150,000 by the Receiver as a holdback amount for the further fees and disbursements of the Receiver and its counsel to do close the sale of the Kingston Property and to do all things necessary to wind up the administration of the receivership of the Kingston Property; and

- (f) Payment to CS, in respect of the remaining amount owed to it in connection with its mortgage registered on title to the Kingston Property.

6. THIS COURT ORDERS that, to the extent that there remain net proceeds from the sale of the Purchased Assets following the Interim Distribution (these funds being the “Surplus Funds”), the Receiver shall hold the Surplus Funds pending further order of the Court.

7. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

8. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in Crestmount Developments (Kingston) Limited pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor

shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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



Schedule A – Form of Receiver’s Certificate

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and –

CONACHER KINGSTON HOLDINGS INC. and 5004591 ONTARIO INC.

Respondents

RECEIVER’S CERTIFICATE

RECITALS

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

2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the "Toronto Property" and together with the Kingston property, the "Properties").

- (b) Pursuant to an Order of the Court dated October 9, 2024, the Court approved the agreement of purchase and sale made as of August 13, 2024 (the "Sale Agreement") between the Receiver and the Purchaser and provided for the vesting in Crestmount Developments (Kingston) Limited of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- (c) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

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

2. The conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

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

Per: _____

Name:

Title:

Schedule B – Purchased Assets

PIN Range Nos. 36061-0475 to 36061-0730

Lots 1 to 256, all inclusive, Plan 13M135

PIN Range Nos. 36061-0731 to 36061-0734

Blocks 257 to 260, all inclusive, Plan 13M135

Schedule C – Claims to be deleted and expunged from title to Real Property

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
FC294966	2019/12/18	CHARGE	\$15,600,000	CONACHER KINGSTON HOLDINGS INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.
FC312121	2020/10/23	CHARGE	\$5,000,000	CONACHER KINGSTON HOLDINGS INC.	2462686 ONTARIO INC.
FC312122	2020/10/23	NO ASSGN RENT GEN		CONACHER KINGSTON HOLDINGS INC.	2462686 ONTARIO INC.
FC319869	2021/02/25	POSTPONEMENT		2462686 ONTARIO INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.
FC362038	2022/11/03	CHARGE	\$8,500,000	CONACHER KINGSTON HOLDINGS INC.	2478659 ONTARIO LTD.
FC384851	2024/03/22	NOTICE		STERLING CAPITAL CORP.	
FC388266	2024/06/11	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED
FC388269	2024/06/11	APL AMEND ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
FR143249	1964/01/23	BYLAW			
FR210365	1971/05/27	BYLAW			
FR656866	1996/10/31	AGREEMENT	\$1		THE CITY OF KINGSTON
FR673613	1997/10/01	BYLAW			
FC267976	2018/09/18	NOTICE		THE CORPORATION OF THE CITY OF KINGSTON	CONACHER KINGSTON HOLDINGS INC.
FC271067	2018/11/05	BYLAW		THE CORPORATION OF THE CITY OF KINGSTON	
FC299585	2020/03/19	NOTICE		THE CORPORATION OF THE CITY OF KINGSTON	CONACHER KINGSTON HOLDINGS INC.
13M135	2021/06/15	PLAN SUBDIVISION			
13R22461	2021/06/18	PLAN REFERENCE			
FC328512	2021/06/28	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF KINGSTON	CONACHER KINGSTON HOLDINGS INC.
FC328513	2021/06/28	TRANSFER EASEMENT	\$1	CONACHER KINGSTON HOLDINGS INC.	THE CORPORATION OF THE CITY OF KINGSTON

MR of the Receiver, P. 633

FC329305	2021/07/07	TRANSFER EASEMENT	\$1	CONACHER KINGSTON HOLDINGS INC.	KINGSTON HYDRO CORPORATION
FC356034	2022/07/28	PLAN CORRECTION		ASSISTANT EXAMINER OF SURVEYS	

APPENDIX C

Arif Dhanani

From: Jenna Morley <jmorley@LN.Law>
Sent: Wednesday, November 20, 2024 2:46 PM
To: Mark Lauriola
Cc: Arif Dhanani; Avrom Brown; Michelle Hang; Althea Rowe
Subject: RE: Conacher

External sender

Mark,

I confirm that the purchaser has agreed to the terms and conditions below, including, without limitation, payment of the additional \$500,000.00 non-refundable deposit by noon on Wednesday, November 27, 2024.

As indicated below, the purchaser agrees to extend the closing date to noon on Wednesday, November 27, 2024, upon the same terms and conditions, with time to remain of the essence. We will await receipt of the formal extension agreement to reflect the further extension to January 6, 2025.

Jenna

From: Mark Lauriola <mlauriola@garfinkle.com>
Sent: November 20, 2024 2:04 PM
To: Jenna Morley <jmorley@LN.Law>
Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Avrom Brown <abrown@GARFINKLE.com>; Michelle Hang <mhang@garfinkle.com>
Subject: RE: Conacher

Hi Jenna,

Our client is agreeable to extend until noon on Wednesday November 27, 2024 on the basis that we receive the additional \$500,000.00 non-refundable deposit by noon on Wednesday November 27, 2024.

Further to the above, on the basis that we receive the additional \$500,000.00 non-refundable deposit, our client is agreeable to an extension until January 6, 2025 on the following extension terms:

- The Purchaser to have provided an additional \$500,000.00 non-refundable deposit by Noon on Wednesday November 27, 2024 to the Vendor or the Vendor's Solicitor
- The Original Deposit in the amount of \$250,000.00 shall be non-refundable
- Statement of Adjustments to remain as at today's Closing Date, November 20, 2024 and time continues to remain as of the essence
- The Purchaser acknowledges that the Vendor will not grant any further extensions beyond January 6, 2025

We need your reply by 3:00 PM today. Provided your client agrees to accept our client's extension terms, we will extend until noon on November 27, 2024 and then provide a formal extension agreement to be executed by all parties for the extension to January 6, 2025 on the basis that we have received the additional \$500,000.00 non-refundable deposit.

Look forward to hearing from you as soon as possible.

Regards,



Mark A. Lauriola
Associate Lawyer
Garfinkle Biderman LLP
Suite 801, 1 Adelaide Street East
Toronto, Ontario M5C 2V9
Tel No: 416-869-1234
DIRECT LINE: 416-869-7658
Fax No: 416-869-0547
E-mail: mlauriola@garfinkle.com
Website: www.garfinkle.com

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From: Jenna Morley <jmorley@LN.Law>
Sent: November 20, 2024 11:31 AM
To: Mark Lauriola <mlauriola@garfinkle.com>
Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Avrom Brown <abrown@GARFINKLE.com>; Michelle Hang <mhang@garfinkle.com>
Subject: RE: Conacher

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Mark,

I just got out of my meeting. They're asking for an extension until Wednesday because they can't come up with the money that quickly.

Jenna

From: Mark Lauriola <mlauriola@garfinkle.com>
Sent: November 20, 2024 11:26 AM
To: Jenna Morley <jmorley@LN.Law>
Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Avrom Brown <abrown@GARFINKLE.com>; Michelle Hang <mhang@garfinkle.com>
Subject: RE: Conacher

Hi Jenna,

Just left you a voicemail with respect to the payment of the additional non-refundable deposit. Please give us a call or send an email replying to our voicemail.

Regards,



Mark A. Lauriola
Associate Lawyer
Garfinkle Biderman LLP
Suite 801, 1 Adelaide Street East
Toronto, Ontario M5C 2V9
Tel No: 416-869-1234
DIRECT LINE: 416-869-7658
Fax No: 416-869-0547
E-mail: mlauriola@garfinkle.com
Website: www.garfinkle.com

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From: Jenna Morley <jmorley@LN.Law>
Sent: November 20, 2024 11:03 AM
To: Mark Lauriola <mlauriola@garfinkle.com>
Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Avrom Brown <abrown@GARFINKLE.com>; Michelle Hang <mhang@garfinkle.com>
Subject: Re: Conacher

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Would your client agree to payment by next Wednesday instead of Friday? The other terms are acceptable.

From: Mark Lauriola <mlauriola@garfinkle.com>
Sent: Wednesday, November 20, 2024 11:00:44 AM
To: Jenna Morley <jmorley@LN.Law>
Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Avrom Brown <abrown@GARFINKLE.com>; Michelle Hang <mhang@garfinkle.com>
Subject: RE: Conacher

Hi Jenna,

Further to your call with Avrom, please see below as our client is agreeable to an extension until January 6, 2025 on the following extension terms:

- The Purchaser to provide an additional \$500,000.00 non-refundable deposit by Noon on Friday November 22, 2024 to the Vendor or the Vendor's Solicitor
- The Original Deposit in the amount of \$250,000.00 shall be non-refundable
- Statement of Adjustments to remain as at today's Closing Date, November 20, 2024 and time continues to remain as of the essence
- The Purchaser acknowledges that the Vendor will not grant any further extensions beyond January 6, 2025

We need your reply by noon today. Provided your client agrees to accept our client's extension terms, we will extend for two days until noon on November 22, 2024 and then provide a formal extension agreement to be executed by all parties for the extension to January 6, 2025 on the basis that we have received the additional \$500,000.00 non-refundable deposit.

Look forward to hearing from you as soon as possible.

Regards,



Mark A. Lauriola
Associate Lawyer
Garfinkle Biderman LLP
Suite 801, 1 Adelaide Street East
Toronto, Ontario M5C 2V9
Tel No: 416-869-1234
DIRECT LINE: 416-869-7658
Fax No: 416-869-0547
E-mail: mlauriola@garfinkle.com
Website: www.garfinkle.com

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From: Jenna Morley <jmorley@LN.Law>
Sent: November 20, 2024 9:16 AM
To: Avrom Brown <abrown@GARFINKLE.com>
Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Mark Lauriola <mlauriola@garfinkle.com>
Subject: RE: Conacher

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Good morning, Avrom.

Please let me know as soon as you have instructions.

Jenna

From: Jenna Morley <jmorley@LN.Law>
Sent: November 19, 2024 4:40 PM
To: Avrom Brown <abrown@GARFINKLE.com>
Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Mark Lauriola <mlauriola@garfinkle.com>
Subject: Re: Conacher

Avrom,

Confirmed that the 45 day extension is being requested by the purchaser.

Jenna

Jenna Morley

Partner | Municipal, Land Use Planning & Development | Loopstra Nixon LLP

📞 437.291.9034

✉ jmorley@LN.Law

📍 366 King St E, Suite 340,
Kingston, ON Canada K7K 6Y3

www.loopstranixon.com



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From: Avrom Brown <abrown@GARFINKLE.com>
Sent: Tuesday, November 19, 2024 10:48:03 AM
To: Jenna Morley <jmorley@LN.Law>
Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Mark Lauriola <mlauriola@garfinkle.com>
Subject: Conacher

Jenna

I just had a call from Herb Wisebrod who represents someone involved in the purchaser group requesting a 45 day extension.

Pls confirm and I will submit the request.

Otherwise, pls call me.

Thx



Avrom W. Brown*

Partner

*Services provided through a professional corporation

Garfinkle Biderman LLP

Dynamic Funds Tower, Suite 801

1 Adelaide Street East

Toronto, Ontario M5C 2V9

Tel No: 416.869.1234

DIRECT LINE: 416.869.7600

Fax No: 416.869.0547

E-mail: abrown@garfinkle.com

www.garfinkle.com

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APPENDIX D



Jenna Morley - Partner
Direct Line: 437-291-9034
Email: jmorley@LN.law

November 27, 2024

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

Attention: Avrom W. Brown

Dear Sirs:

RE: Agreement of Purchase and Sale dated August 13, 2024 (the “**Purchase Agreement**”) between TDB Restructuring Limited (the “**Receiver**”) and 2349891 Ontario Inc. (the “**Purchaser**”) in respect of the lands municipally known as 311 Conacher Drive, Kingston (the “**Property**”)

As you know, we are the solicitors for the Purchaser in this matter. I am writing to confirm that the Purchaser is no longer in a position to provide the additional \$500,000.00 deposit requested by the Receiver in order to secure an extension of the closing date under the Purchase Agreement until January 6, 2025. Therefore, this letter is formal notice of the Purchaser’s inability to complete the transaction as scheduled today for the reasons outlined below.

As we have reiterated, the requirement to obtain the approval and vesting order (the “**Order**”), and the subsequent delay in the issuance thereof, has significantly prejudiced my client’s ability to secure financing for the acquisition of the Property.

It was mutually understood by the parties that the Order would be issued on October 9, 2024, being the motion date for the Order, in order to facilitate closing on October 16, 2024. In reliance of that date, the Purchaser obtained several commitment letters with prospective lenders, each with the standard expiry date of 10 to 20 days. When the issuance of the Order was delayed by over three weeks, the commitment letters expired.

In light of the delay, and the resulting loss of the remainder of the 2024 construction season, the prospective lenders are no longer interested in pursuing the financing. This is a regrettable outcome, but one that was caused directly by the delay in the issuance of the Order and its compounding impact on the ability to mobilize the site this year.

Be advised that the Purchaser does not consent to the release of the existing deposit in the amount of \$250,000 to the Receiver and maintains that the deposit should be returned to the Purchaser in full, given the extenuating circumstances. The Purchaser expressly reserves all of its legal rights to pursue remedies against the Receiver and the deposit-holder should the deposit be released to the Receiver without the Purchaser’s authorization.



If your client is amenable to proceeding with the January 6, 2025 closing date in the absence of a further deposit, my client would be pleased to discuss the terms of that arrangement.

Yours sincerely,

A handwritten signature in blue ink that reads "Jenna Morley". The signature is written in a cursive, flowing style.

Jenna Morley

APPENDIX E

Avrom Brown
Direct Line: 416-869-7600
e-mail: abrown@garfinkle.com

Michelle Hang
Direct Line: 416-869-7655
e-mail: mhang@garfinkle.com

November 27, 2024

Loopstra Nixon LLP
366 King Street East, Suite 340
Kingston, Ontario
K7K 6Y3

Attention: Jenna Morley

Dear Madam,

RE: TDB Restructuring Limited, solely in its capacity as court-appointed receiver and manager of the lands and premises municipally known as 311 Conacher Drive, Kingston, Ontario and not in its personal capacity and without personal or corporate liability, sale of the Property to Crestmount Developments (Kingston) Limited pursuant to an agreement of purchase and sale made as of August 13, 2024

We acknowledge receipt of your letter dated November 27, 2024.

Based upon your client's default in not being able to close today which is the closing date, and not satisfying the condition to extend to January 6, 2025, this Agreement of Purchase and Sale is now at an end and it is our client's position that it is entitled to retain the deposit but our firm will not release the deposit until a court order is obtained allowing us to do so.

Accordingly, this transaction is now at an end.

Yours very truly,
GARFINKLE BIDERMAN LLP



Avrom Brown
AB:mh

APPENDIX F

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT made the 13th day of August, 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

2349891 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 Rogers & Trainor Commercial Realty 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 Kingston 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 the later of: (i) three (3) days immediately following the date upon which the Approval and Vesting Order is granted, or the next Business Day, as applicable, or (ii) October 2, 2024, 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 Loopstra Nixon LLP;
- (qq) **"Purchased Assets"** means those assets being the lands which are the subject of this Agreement;
- (rr) **"Receiver"** has the meaning described thereto in the Recitals;
- (ss) **"Reports"** means collectively any written reports or documents received or obtained by the Receiver from any third party regarding any aspect of the Property;
- (tt) **"Rights"** has the meaning ascribed to it in Section 2.13;
- (uu) **"Sale Procedure"** means the sale procedure attached hereto as Schedule "D", with such amendments as are satisfactory to the Receiver;

- (vv) Intentionally deleted.
- (ww) **“Successful Bid”** has the meaning given to it in the Sale Procedure;
- (xx) **“Successful Bidder”** has the meaning given to it in the Sale Procedure;
- (yy) **“Transaction”** means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;
- (zz) **“Transfer Taxes”** means all HST, Land Transfer Tax, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated together with interest, penalties and additional amounts imposed with respect thereto;
- (aaa) Intentionally deleted.
- (bbb) **“Vendor Closing Conditions”** has the meaning ascribed to it in Section 4.3;
- (ccc) **“Vendor’s Solicitor”** means the law firm of Garfinkle Biderman LLP;
- (ddd) **“Approval and Vesting Order”** means the order of the Court approving the sale by the Receiver to the Purchaser of the Subject Assets and vesting all rights, title and interest of the Subject Assets in favour of the Purchaser free and clear of all Encumbrances (other than Permitted Encumbrances) (in a form to be agreed upon by the parties);
- (eee) **“Vesting Order Motion”** means a motion by the Receiver seeking the granting of the Approval and Vesting Order; and
- (fff) **“Work Orders”** means any work orders, deficiency notices, outstanding building permits, orders, or requirements to comply with any Applicable Laws or issued by any Governmental Authorities.

1.2 Interpretation Not Affected by Headings, etc.

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

1.3 Extended Meanings

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

1.4 Schedules

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

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

SECTION 2 — SALE AND PURCHASE AND ASSIGNMENT

2.1 Sale and Purchase of Purchased Assets

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

2.2 "As is, Where is"

The Purchaser acknowledges and agrees that:

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

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

- (b) notwithstanding any statutory provisions to the contrary, the Purchaser has no right to submit requisitions on title or in regard to any outstanding Work Orders, and the Purchaser shall accept the title to the Property subject to the Permitted Encumbrances and the Environmental Condition.
- (c) the various parties who prepared the Property Documents may have restricted the use thereof to the Debtor only, in their respective retainers with the Debtor and any purported conveyance of any of the Property Documents by the Vendor to the Purchaser may be subject to such limitations.
- (d) Without limiting the generality of this Section 2.2, the Purchaser acknowledges and agrees that the parties have expressly agreed to exclude from this Agreement all express or implied representations and warranties with respect to the following matters:
 - (i) the compliance of the Property with Applicable Laws, by-laws or regulations including without limitation, municipal zoning by-laws and regulations;
 - (ii) any easements, rights of way, instruments, documents, agreements or other registered or unregistered interest in the Property which impacts the use, enjoyment, income or development opportunities connected with the Property;
 - (iii) that the present use or any future use of the Purchased Assets intended by the Purchaser is or will be lawful or permitted;
 - (iv) the execution, good standing, validity, binding effect or enforceability of the Permitted Encumbrances;
 - (v) that the Vendor has any right, title or interest in any goodwill associated with the Purchased Assets, or the use of any name associated with the operation of the Purchased Assets;

- (vi) the description, title, condition, value, state of repair and fitness for any purpose of the Purchased Assets; and
 - (vii) the compliance of the Property with Environmental Laws, Reports or the existence or non-existence of Hazardous Materials, environmental, soil or water contamination or pollution on or about the Property, or otherwise with respect to the environmental condition of the Property;
- (e) the Property Documents and any assets lists, information packages and other material concerning the Purchased Assets or the sale thereof provided by or on behalf of the Vendor and the Agent have been prepared solely for the convenience of the Purchaser and are not warranted or represented to be complete or accurate and are not part of this Agreement (unless specifically provided in such material) and the descriptions of the Purchased Assets provided to the Purchaser are for the purposes of identification only, no conditions, warranty or representation has been or will be given by the Vendor concerning the accuracy, completeness or any other matter concerning such descriptions;
- (f) the Vendor is entering into this Agreement solely in its capacity as Receiver of the Property pursuant to the Appointment Order and not in its personal or other capacity and the Vendor and its agents (including the Vendor's Solicitors), officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith;
- (g) save as to any valid objection to title made in respect of matters arising after the Acceptance Date, the Purchaser shall be conclusively deemed to have accepted the title to the Property and to have accepted the Property subject to the Permitted Encumbrances and the Environmental Condition and subject to all Applicable Laws, by-laws and regulations affecting its use. If any valid objection to title expressly permitted herein is made by the Purchaser prior to the Closing Date, which the Vendor is unwilling or unable to remove, remedy, or satisfy and which the Purchaser will not waive or is not satisfied by title insurance, then the Receiver may terminate this Agreement by notice to the Purchaser, whereupon, except as herein expressly set forth, the Deposit without interest accrued thereon shall be forthwith returned to the Purchaser in accordance with and subject to the terms in Section 2.5 and 2.12 each of the Purchaser and the Receiver shall be released from all obligations under this Agreement;
- (h) the Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such of the foregoing as are in the possession or control of the Receiver;
- (i) the Purchaser acknowledges that, the Vendor has provided the Purchaser access to the Data Room and that the Purchaser has had sufficient opportunity to review, and has satisfied itself with respect to, the Property Documents. If for any reason the transaction is not completed, the Purchaser shall forthwith return the Property Documents, and delete any electronic copies of them in its possession or control. The Vendor makes no representation or warranty, express or implied, as to the

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

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

2.3 Permitted Encumbrances

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

2.4 Purchase Price

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

2.5 Deposit

The Purchaser will deliver to the Vendor the sum of [REDACTED] (the "**Deposit**") within twenty-four (24) hours after the Acceptance Date. 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) As set out in Section 2.10(2) of this Agreement, on closing the Purchaser shall assume the Subdivision Agreement. The City of Kingston currently holds cash security for the obligations under this Subdivision Agreement in the amount of \$1,333,782.00 ("**Subdivision Agreement Security**"). On closing, the Vendor shall deliver a direction to the City of Kingston directing that the Subdivision Agreement Security, as it is able to be released by the City of Kingston, be paid to the Purchaser. On Closing, the Vendor shall be entitled to a credit on the statement of adjustments in the amount of the Subdivision Agreement Security.
- (3) 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

1. 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. One of the Permitted Encumbrances is the subdivision agreement registered as Instrument No. FC328512 (“**Subdivision Agreement**”). On Closing, the Purchaser will be required to execute an assumption agreement with the City of Kingston assuming the obligations of the Subdivision Agreement, substantially in the form as attached hereto as Schedule “E”.

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 Approval and 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 Approval and 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:

2349891 Ontario Inc.
c/o Tribrik Management
119 Westcreek Drive, Suite 4
Vaughan, ON L4L 9N6
Attention: Mark Zanette

Telephone No: 905-738-2212 x4183

Email: mark@tribrik.com

with a copy to:

Loopstra Nixon LLP
366 King Street East
Suite 340
Kingston, ON K7K 6Y3
Attention: Jenna Morley
Telephone No: 437-291-9034
Email: jmorley@LN.law

and in the case of the Vendor, as follows:

TDB Restructuring Limited, Court-Appointed
Receiver of Kings Townhomes Limited (formerly Conacher Kingston Holdings
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:

Rogers & Trainor Commercial Realty Inc.
20 Gore Street, Suite 102
Kingston, ON K7L 2L1

Attention: Kostas Doulas
Email: kdoulas@rtcr.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, which consent will not be unreasonably withheld or unduly delayed; 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.

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.

6.23 Irrevocability

This offer shall be irrevocable by the Purchaser for a period of ten (10) days after execution by the Purchaser, after which time, if not accepted, this offer shall be null and void.

(Remainder of page intentionally left blank)

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

2349891 ONTARIO INC.

Per: 
Name: Mark Zanette
Title: Director

SCHEDULE "A"

Property

PIN Range Nos. 36061-0475 to 36061-0730

Lots 1 to 256, all inclusive, Plan 13M135

PIN Range Nos. 36061-0731 to 36061-0734

Blocks 257 to 260, all inclusive, Plan 13M135

SCHEDULE “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
FR143249	January 23, 1964	Municipal By-law	
FR210365	May 27, 1971	Municipal By-law	
FR3656866	October 31, 1996	Site Plan Control Agreement	City of Kingston
FR673613	October 1, 1997	Municipal By-law	
FC267976	September 18, 2018	Notice of Agreement	The Corporation of the City of Kingston
FC271067	November 5, 2018	Municipal By-law	The Corporation of the City of Kingston
FC328512	June 28, 2021	Subdivision Agreement	The Corporation of the City of Kingston
FC328513	June 28, 2021	Easement	The Corporation of the City of Kingston
FC328514	June 28, 2021	Easement	The Corporation of the City of Kingston
FC329305	July 7, 2021	Easement	Kingston Hydro Corporation
FC329306	July 7, 2021	Easement	Kingston Hydro Corporation
FR232889	February 5, 1973	Easement	The Public Utilities Commission of the City of Kingston and the Bell Telephone Company of Canada

Note: The listing of permitted encumbrances was based on a sampling only review of the pins and all of the pins were not individually reviewed. Accordingly, any prospective Purchaser must conduct their own title searches prior to submitting this offer to ascertain if there are any other undisclosed permitted encumbrances which were not evident from the sampling of pins.

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 August 13, 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 Kings Townhomes Limited (formerly Conacher Kingston Holdings Inc.);

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

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

"Listing Agent" shall mean Rogers & Trainor Commercial Realty 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 for a period of ten (10) days after execution by the Purchaser;
- 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) Corporate Information. A Bid must be accompanied by 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) Intentionally deleted; 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 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. Intentionally Deleted

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.

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, as amended.

DATED this 13th day of August, 2024.

2349891 ONTARIO INC.

Per: 
Name: **Mark Zanette**
Title: **Director**

I have authority to bind the corporation.

Schedule "B"

PROPERTY

PIN Range Nos. 36061-0475 to 36061-0730

Lots 1 to 256, all inclusive, Plan 13M135

PIN Range Nos. 36061-0731 to 36061-0734

Blocks 257 to 260, all inclusive, Plan 13M135

SCHEDULE "E"

Assumption Agreement

THIS ASSUMPTION AGREEMENT is made

BETWEEN

**TDB RESTRUCTURING LIMITED,
solely in its capacity as Receiver of 311 Conacher Drive and not in its
personal or corporate capacity**

(the "**Assignor**")

- and -

LEGAL NAME OF PURCHASER

(the "**Assignee**")

- and -

THE CORPORATION OF THE CITY OF KINGSTON

(the "**City**")

WHEREAS:

Under the *Planning Act* (the "**Planning Act**"), the *City* is the approval authority for plans of subdivision in the City of Kingston.

Conacher Kingston Holdings Inc. ("**Conacher**") owns the property known municipally as 311 Conacher Street in the City of Kingston (the "**lands**").

Conacher applied to the *City* for approval of a plan of subdivision of the *lands* or a part of the *lands*.

The *City* imposed on *Conacher* a condition to the approval of the plan of subdivision a requirement that the *Assignor* enter into an agreement with the *City* dealing with such matters as the *City* considered necessary, including the provision of municipal and other services (a "**subdivision agreement**"), and to register a *subdivision agreement* against the *lands*.

The *City* and *Conacher* entered into a *subdivision agreement* dated March 31st, 2020 (the "**subdivision agreement**").

As required by section 1.12 of the *subdivision agreement*, Conacher deposited with the City the amount of \$1,333,782.00 as *security* for the performance of Conacher's obligations under the *subdivision agreement*. The City continues to hold \$1,333,782.00 as *security* under the *subdivision agreement*.

Section 1.24 of the *subdivision agreement* provides that Conacher shall not assign the *subdivision agreement* without the prior written consent of the City and that the *subdivision agreement* binds the parties' assigns.

The Ontario Superior Court of Justice appointed the Assignor as receiver of the *lands*.

The City approves of the Assignor's assignment of the *subdivision agreement* to the Assignee on the condition that the Assignor and the Assignee enter into an assignment and assumption agreement satisfactory to the City.

The Assignee agrees to be bound by the terms of the *subdivision agreement* through this assignment and assumption agreement (this "**assumption agreement**").

THEREFORE, the Assignor, the Assignee and the City agree as follows:

1. INTERPRETATION

- 1.1 In this *assumption agreement*, all italicized terms or expressions have the same meaning as defined terms and expressions in the *subdivision agreement* unless this *assumption agreement* expresses a contrary intention.
- 1.2 "**Include**", "**includes**" and "**including**" indicate that the subsequent list is not exhaustive.
- 1.3 Any words or abbreviations which have well-known professional, technical or trade meanings are used in this *assumption agreement* in accordance with such recognized meanings, unless expressly provided otherwise.
- 1.4 All dollar amounts are expressed in Canadian dollars and are payable in Canadian dollars.
- 1.5 A reference to any legislation, regulation, by-law, rule, or policy or to a provision thereof includes a reference to any legislation, regulation, by-law, rule, or policy enacted, made or passed in substitution thereof or amendment thereof.
- 1.6 Any reference to legislation includes all of the regulations made thereunder.

2. SATISFACTION

2.1 The *City* states that this *assumption agreement*, once signed by all of the parties, is to the *City's* satisfaction.

3. ASSIGNEE COVENANTS & ACKNOWLEDGEMENTS

3.1 The *Assignee* acknowledges and agrees with the *City* and the *Assignor* that:

- (a) the *Assignee* has received a copy of the signed *subdivision agreement* and is familiar with its terms, covenants and conditions and agrees to be bound by those terms, covenants and conditions;
- (b) the *City* will have all the rights as against the *Assignee* which it would have under the *subdivision agreement* and at law if the *Assignee* was the *Owner* thereunder;
- (c) the *Assignee* must perform all of the obligations of the *Owner* under and in accordance with the *subdivision agreement*; and
- (d) the *Assignee* will have all the rights as against the *City* which it would have under the *subdivision agreement* and at law if the *Assignee* was the *Owner* thereunder.

4. CONDITIONS

4.1 By stating that this *assumption agreement* is to the *City's* satisfaction, the *City* does not acknowledge or approve of any of the terms of this *assumption agreement* or any other document made between the *Assignor* and the *Assignee* except for the *Assignee's* agreement with the *City* that the *City* will have all the rights as against the *Assignee* which would have under the *subdivision agreement* and at law if the *Assignee* were the *Owner* thereunder.

4.2 In the event of a conflict between the *subdivision agreement* and any other document made between the *Assignor* and the *Assignee* which may govern the *Assignee's* performance of its obligations under the *subdivision agreement*, the *subdivision agreement* will prevail.

5. NOTICE

5.1 Any *notice* or other communication required, desired, or permitted to be given by the *subdivision agreement* must be in writing and will be effectively given if given in

accordance with the requirements of the *subdivision agreement* and, in the case of *notice* to the *City* and to the *Assignor*, addressed in accordance with the provisions of the *subdivision agreement*, and, in the case of *notice* to the *Assignee*:

CONTACT INFORMATION.

6. BINDING EFFECT

6. This *assumption agreement* will enure to the benefit of and be binding on the parties to this *assumption agreement*, the successors and assigns of the *City*, and the permitted successors and assigns of the *Assignee*.

7. GENERAL

- 7.1 This *agreement* will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

- 7.2 This *agreement* may be executed in counterparts, including:

- (a) counterparts executed on paper and delivered by facsimile transmission or scanned and delivered by electronic transmission; or
- (b) counterparts in the form of an electronic record, executed electronically and delivered by electronic transmission;

and when so executed and delivered, will be deemed an original.

*** SIGNATURE PAGE TO FOLLOW ***

IN WITNESS WHEREOF the *parties* have executed this *agreement* as of the date written below.

SIGNED, SEALED AND DELIVERED
in the presence of

**THE CORPORATION OF THE CITY
OF KINGSTON**

We have the authority to bind the *City*.

Bryan Paterson, Mayor

Date:

John Bolognone, Clerk

Date:

[*ASSIGNOR*]

I/We have the authority to bind the
Assignor.

Name:
Title:
Date:

Name:
Title:
Date:

[*ASSIGNEE*]

I/We have the authority to bind the
Assignee.

Name:
Title:
Date:

Name:
Title:
Date:

TAB 5



TDB Restructuring Limited
Licensed Insolvency Trustee

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

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

tdbadvisory.ca

IN THE MATTER OF THE RECEIVERSHIP OF

311 CONACHER DRIVE, KINGSTON, ONTARIO AND

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

THIRD SUPPLEMENT TO THE THIRD REPORT OF THE RECEIVER

DECEMBER 7, 2024

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

CONACHER KINGSTON HOLDINGS INC. AND 5004591 ONTARIO INC.

Respondents

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1.0 INTRODUCTION

1. TDB Restructuring Limited (the “**Receiver**”), in its capacity as receiver over the real property known municipally as 311 Conacher Drive, Kingston Ontario (the “**Kingston Property**”) and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the “**Toronto Property**”), filed its Third Report to the Court dated November 25, 2024 (the “**Third Report**”) in connection with a motion by the Receiver seeking, inter alia, an order approving the sale of the Toronto Property.
2. The Receiver filed its supplement to the Third Report to the Court dated November 28, 2024 (the “**Supplement to the Third Report**”).
3. The Receiver filed its confidential second supplement to the Third Report to the Court dated December 3, 2024 (the “**Confidential Second Supplement to the Third Report**”).

1.1 Purpose of Report

4. The purpose of this third supplement to the Third Report (the “**Third Supplement to the Third Report**”), is to:
 - (a) provide the Court with the Receiver’s comments and observations and information in relation to:
 - i. materials filed with the Court from various parties and specifically:
 1. the affidavit of Jamie Erlick sworn December 3, 2024 (the “**Erlick Affidavit**”);
 2. the affidavit of Simion Kronenfeld sworn December 3, 2024 (the “**Kronenfeld Affidavit**”; and
 3. an email from Mr. Dale Denis dated December 5, 2024 in which he indicates that the Kronenfeld Affidavit will be revised to reflect the additional costs to renovate the houses based on an individual’s attendance at the Toronto Property (the “**Kronenfeld Email**”).

4. an email exchange between counsel for the Receiver and Mr. Dale Dennis regarding the attendance at the Toronto Property by an individual on December 5, 2024, who conducted an inspection as referenced in Mr. Dale Denis' email of December 5, 2024 (the "**Inspection Email Exchange**");
 - ii. a further offer received by the Receiver on December 6, 2024.
- (b) seek an Order of the Court approving the Third Supplement to the Third Report and the Receiver's conduct and activities described therein.
5. The Third Supplement to the Third Report should be read in conjunction with the Third Report and the Supplement to the Third Report, including the Terms of Reference set out therein.
6. Unless otherwise defined, the defined terms in the Third Supplement to the Third Report have the same definitions as set out in the Third Report and the Supplement to the Third Report.

2.0 THE PROPERTY WAS MARKETED APPROPRIATELY

7. Mr. Erlick appears to suggest that the Toronto Property ought to have been marketed as five separate lots rather than as a whole.
8. At the outset of the sales process, the Receiver, in consultation with its agent Colliers, considered the highest and best use for the Toronto Property and in reliance on Colliers' expertise, determined that an 'en bloc' sale was most appropriate. The Receiver (and Colliers) maintain that this was the best way to market the Toronto Property.
9. In support of Mr. Erlick's bald contention otherwise, at paragraphs 10 – 17 of the Erlick Affidavit, a copy of which is attached hereto as **Appendix "A"**, Mr. Erlick states, among other things, that:
 - (a) a minimal amount of work would be needed to make each of the 5 houses comprising the Toronto Property liveable;

- (b) the Properties were marketed exclusively as a bulk sale, despite their apparent suitability for individual sale in the strong Toronto residential market and that the Properties might have been sold for undervalue;
 - (c) by grouping the Properties into a single sale, the Receiver limited the pool of prospective buyers to investors and developers;
 - (d) in Mr. Erlick's opinion, individually, he believes the floor price for each individual unit to be at least \$800,000, or a total of \$4,000,000;
 - (e) based on Mr. Erlick's analysis of market conditions, the Properties' characteristics, and recent comparable sales data, selling the units individually would have: (1) maximized exposure to the more competitive individual market, (2) attracted end-user buyers willing to pay premiums for ready-to-occupy homes (with minimal work required to make the Properties liveable), and (3) would demonstrate the aggregate minimum sale price of all the properties combined; and
 - (f) with respect to efforts to target developers, in Mr. Erlick's view an exposure time of four weeks to relist the Properties for sale is not sufficient.
10. Mr. Erlick's statement that a minimal amount of work would be required to make each of the 5 houses liveable is completely erroneous given that the dwellings are dilapidated and totally uninhabitable. Attached hereto as **Appendix "B"** are photographs of the condition of the interior of the 5 houses which make clear that a significant amount of work will be required simply to make the houses habitable (let alone desirable for a sale). The condition of the dwellings, and the cost to make them habitable, is discussed in greater detail below.
11. Upon reviewing the Erlick Affidavit, the Receiver contacted Colliers with a request for it to comment on the market conditions, target market and other comments made by Mr. Erlick to which a real estate expert's views would be most valuable. Colliers provided the Receiver with a report (the "**Colliers Report**"), a copy of which is attached hereto as **Appendix "C"**, which sets out, among other things, that:

- (a) Colliers confirmed its initial recommendation to the Receiver (as set out in its listing proposal) that the Property be sold 'en bloc' as, in Colliers' view, the highest and best use for the Property was as a combined development site. Colliers also has serious doubts that the individual lots would sell for \$800,000 per lot;
- (b) Colliers determined at the time of the initial listing that fully-renovated semi-detached homes in the immediate area had sold recently between approximately \$980,000 and \$1,050,000. That said, the transactions Colliers identified were not on Islington Avenue which is a busy street; accordingly, the comparable properties were superior to the Toronto Property. Colliers also reviewed older detached houses, as well as partially-renovated and renovated detached houses that sold in the immediate area (off Islington Avenue) and they all sold between \$950,000 and \$1,325,000. Finally, new and '0-5' year old custom built semi-detached and detached homes in the area sold for between \$1,545,000 and \$1,840,000;
- (c) given the end sale prices of renovated homes in the area (i.e. between \$950,000 - \$1,325,000 for more desirable locations off Islington Avenue, with the high end being achievable for detached homes), it is unlikely that a builder would incur the risk of acquiring the individual lots for \$800,000 per lot when considering all of the hard and soft costs and other contingencies and risks inherent in undertaking a substantial renovation; and
- (d) in Colliers' view, a total demolition of the homes, as an alternative to renovation, would be even more costly and less attractive to a potential buyer. A builder would need to build large homes (of between 2,500 and 3,500 square feet), with finished basements, in order to sell for between \$1,545,000 and \$1,840,000. The cost of this construction alone would be approximately \$600,000 - \$750,000 (based on the lowest end of the cost range per square foot provided by Altus' 2024 Canadian Cost Guide) plus soft costs. Accounting for an appropriate risk-adjusted profit margin, a builder would have to purchase each lot for significantly less than \$800,000 per lot and would likely be a riskier, less profitable venture than fully renovating the existing homes.

12. Finally, as the Court is aware, the duration of the Receiver's initial sale period was 10-weeks and its subsequent re-marketing of the Toronto Property was 4-weeks for a total of 14 weeks. Further details of the Receiver and Colliers' efforts in respect of the sale of the Toronto Property can be found in the First Report and the Third Report and are not repeated herein. Mr. Erlick's comment regarding the insufficiency of a 4-week sale period to market the Toronto Property is inaccurate.

3.0 KRONENFELD AFFIDAVIT AND KRONENFELD EMAIL

13. A copy of the Kronenfeld Affidavit and Kronenfeld Email are attached hereto as **Appendix "D"** and **Appendix "E"**, respectively. The Receiver's comments and observations in respect of same is set out below.
14. At paragraph 5, Kronenfeld asserts that the Receiver's motion record and supplementary was short served. This is not accurate. The Receiver's motion record, as confirmed in the Kronenfeld Affidavit, was served on November 25, 2024, which is 10 days prior to the date of the December 4, 2024 hearing.
15. Kronenfeld also complains that he was only advised on November 29, 2024 that the Kingston Property did not close. First, this is not relevant to the sale approval motion for the Toronto Property. Second, and in any event, the Receiver only found out that the purchaser of the Kingston Property could not close on November 27, 2024. Immediately after finding this out, the Receiver and its counsel prepared and served the Receiver's Supplement to the Third Report and supplementary motion record on November 29, 2024.
16. Kronenfeld also suggests at paragraph 8 of his affidavit that the marketing of the Toronto Property should be paused until the Kingston Property sale closed or was otherwise terminated. This matter was already addressed in the Court's Endorsement dated October 9, 2024 (the "**October 9th Endorsement**") at paragraph 28, where the Court states "First, as noted, there is no dispute about the validity of Cameron Stephens' charges over the properties, nor that Cameron Stephens is the first mortgagee in each case. The Receiver points to authority for the proposition that, even if the doctrine of marshalling is applicable, a fundamental principle of the doctrine is that "nothing will be done to interfere with the paramount

right of the first mortgagee to pursue his remedy against either of the two estates.” (807933 Ontario Inc. v. Allison (Trustee of) (1995) 22 O.R. (3d) 102 (Gen. Div.), appeal dismissed (1998) 38 O.R. (3d) 337 (C.A.).” A copy of the October 9th Endorsement is attached hereto as **Appendix “F”**.

17. Paragraph 9 of the Kronenfeld Affidavit sets out that Mr. Kronenfeld was not provided with any notice that the Receiver was evaluating and entertaining offers and evaluating same for acceptance.
18. AJGL could have participated in the Receiver’s sales process at any time by contacting the Receiver or Colliers, but chose not to do so until the eve of the December 4, 2024 hearing, which is approximately 10-weeks past the Receiver’s offer deadline of September 26, 2024 for submission of offers in connection with the remarketing of the Toronto Property.
19. At paragraph 15 of the Kronenfeld Affidavit, Mr. Kronenfeld states his concern that the Receiver’s sale to the Toronto Purchaser may very well be improvident. In the Kronenfeld Email, Mr. Denis states that his client estimates the costs to renovate the Toronto Property will be \$500,000 in aggregate.
20. To evaluate the state of the buildings at the Toronto Property, the Receiver retained Pronto General Contracting (“**Pronto**”), a general contractor that has been in business for over 30 years. After its detailed inspections of the Toronto Property over the course of the time the Toronto Property has been in the Receiver’s possession, Pronto has advised the Receiver that in order for the 5 houses comprising the Toronto Property to be lived in, they will require:
 - (a) new kitchens;
 - (b) new bathrooms;
 - (c) new plumbing;
 - (d) new furnaces;
 - (e) new electrical wiring (or possibly try to use/fix the existing wiring);

- (f) landscaping; and
 - (g) certain homes require mould remediation/removal.
21. In addition, Pronto advised that although it did not test the structural integrity of the houses, there may well be structural issues that require attention, which would add to the costs. Pronto's estimate of the average cost per house to rectify the deficiencies, replace equipment and remediate the houses is \$250,000 - \$275,000 (excluding softs costs). Although Colliers, in the Colliers Report, states that it has serious doubts that the individual lots would sell for \$800,000 per lot for the reasons set out therein, even if the "floor price" of the houses was \$4,000,000 (\$800,000 x 5), the aggregate costs to renovate the houses, before soft costs and profit, would range between \$1,250,000 to \$1,375,000 with the net proceeds for the entire Property ranging between \$2,625,000 and \$2,750,000 or between \$525,000 to \$550,000 per house.

4.0 ATTENDANCE TO INSPECT THE TORONTO PROPERTY

22. The Inspection Email Exchange, a copy of which is attached hereto as **Appendix "G"**, sets out, among other things, that an individual ("**Sal**") attended at the Toronto Property to conduct an inspection of the 5 houses comprising the Toronto Property and followed the direction of an individual who was on site who Sal assumed was a representative of the Receiver.
23. Pronto attended at the Toronto Property on December 5, 2024 at the Receiver's direction to obtain fresh photographs of the interior of the 5 houses comprising the Toronto Property. At the conclusion of Pronto's attendance, Pronto noticed that a truck was parked on the curb on the east side of Islington Avenue just south of Milady Rd., adjacent to the Toronto Property.
24. Pronto re-entered the Toronto Property and saw an individual with a screw gun walking around. Pronto advised the Receiver of the following interaction between Pronto and Sal:
- (a) Pronto questioned the individual, who identified himself as Sal, about his authorization to be on the Toronto Property. Sal indicated that he had the

Receiver's authorization to be on the property and when Pronto asked him who from the Receiver gave him authorization, Sal indicated that it was Simion;

- (b) Pronto attempted to call the Receiver, but could not get a hold of same at the time;
 - (c) Pronto advised Sal that it did not know who Simion was and that Sal should leave on the basis that he did not have the Receiver's authorization to be on the Toronto Property; and
 - (d) Sal refused to leave the Toronto Property claiming that he had the Receiver's authorization to be there and continued with his inspection.
25. Notwithstanding counsel to the Receiver's email to Mr. Denis asking who is Sal and what is his relationship to Mr. Kronenfeld, no response has been received to this enquiry.
26. The Receiver was not advised in advance and had no knowledge of Sal's attendance at the Toronto Property and did not authorize same. On the basis that the Toronto Property is in the possession and control of the Receiver, attending at the Toronto Property without the Receiver's express authorization constitutes trespass.
27. More significantly, it appears that Mr. Erlick has never even visited the Toronto Property notwithstanding his evidence about its condition and cost to repair.

5.0 FURTHER OFFER RECEIVED

28. On December 6, 2024, the Receiver received a further offer (the "**Further Offer**") from a potential purchaser. A copy of the Further Offer with correspondence from counsel to the potential purchaser will be filed with the Court as **Confidential Appendix 1** to the Third Report.
29. The salient terms of the Further Offer are set out below, without details of the purchase price or deposit paid.

- (a) the only condition to the offer is that the Receiver obtain an approval and vesting order (“AVO”) in favour of the purchaser;
- (b) the purchaser does not require any due diligence or access to any of the documentation relating to the Toronto Property;
- (c) closing is to occur 6 business days after obtaining an AVO.

6.0 CONCLUSION AND RECOMMENDATION

6.1 Conclusion

- 30. While the Receiver recognizes that it is required to attempt to maximize realizations for the benefit of creditors, the Receiver continues to have concerns about the integrity of the sales process if it were to allow bids made on the eve of the sale approval motion (10 weeks after the bid deadline), and thereafter, to be considered and/or accepted.
- 31. This is particularly true given that in the Receiver’s view, the latest bid (which is now the bidder’s third bid since the eve of the sale approval motion) still does not suggest to the Receiver that the offer that is before the court for approval is unreasonable or improvident.

6.2 Recommendation

- 32. The Receiver’s recommendation remains that the Court should approve and authorize the sale of the Toronto Property to the Toronto Purchaser and issue the AVO requested by the Receiver in favour of the Toronto Purchaser.

All of which is respectfully submitted to this Court as of this 7th day of December, 2024.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

and

CONACHER KINGSTON HOLDINGS INC. and 5004591 ONTARIO INC.

Respondent

AFFIDAVIT OF JAMIE ERLICK

I, **JAMIE ERLICK**, of the City of Toronto, MAKE OATH AND SAY:

1. I am a licensed real estate professional, and a broker in association with Harvey Kalles Real Estate Ltd.
2. I previously swore an affidavit in this proceeding on October 3, 2024 (my “**First Affidavit**”). Capitalized terms described in my First Affidavit shall have the same meaning ascribed to them below.
3. I am a licensed real estate agent registered with the Toronto Regional Real Estate Board (TRREB) and have over 20 years of experience specializing in the sale of residential

properties and small- to medium-scale development units within Toronto and the Greater Toronto Area.

4. My day-to-day functions as a real estate agent include but are not limited to analyzing property values, advising on market-appropriate strategies, and maximizing sale outcomes by identifying trends in both residential and investment markets.
5. Over my career, I have worked on hundreds of transactions involving both individual residential properties and development units, and I have observed first-hand the market dynamics that impact their valuation and desirability.
6. My familiarity with the Toronto real estate market, including its current trends, demand drivers, and economic conditions, forms the basis of my opinions in this affidavit.
7. As set out in my First Affidavit, I was intimately involved in the planning and development of the Properties over several years, so I am very familiar with the Properties, the immediate market area and I am very familiar with the houses on the Properties.

Current Market Dynamics in Toronto

8. The Toronto market is uniquely bifurcated at this time. The demand for individual homes remains robust, fuelled by cuts in interest rates (and expected rate cuts), which have lowered borrowing costs and increased affordability for end-user buyers, including families and first-time buyers. Homes in the \$1 million price range are very much in demand now. In contrast, the development sector is experiencing suppressed activity due to high costs, economic uncertainty, and investor caution.

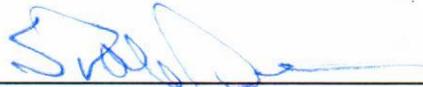
9. These conditions have created a situation where individual residential buyers – operating in a relatively strong market – are in some cases willing to pay more than developers, whose activities are currently constrained. While there are still developers looking for properties with a longer term view of the market who will buy and hold, in this market, the sale to individual residential buyers should be considered as a minimum sales price and viable alternative to a bulk sale targeting only developers.

The Properties and Their Bulk Sale

10. I have viewed the Properties. There is an existing single-family home on each of the five parcels of land, and in my opinion, only a minimal amount of work would be needed to make each of them liveable.
11. I understand from reviewing the listing information on the Colliers web page (attached hereto as **Exhibit 1**) and from reviewing the materials submitted by the Receiver that the Properties were marketed exclusively as a bulk sale, despite their apparent suitability for individual sale in the strong Toronto residential market. I have not been provided with the sale price of the Properties, but given the market conditions, I have concern that the Properties might have been sold for undervalue.
12. By grouping the Properties into a single sale, the Receiver limited the pool of prospective buyers to investors and developers, many of whom I believe are bidding conservatively due to the stressed development market.

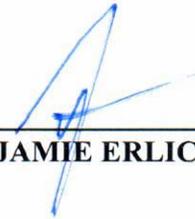
13. Individual residential buyers, who could have driven up competitive bidding on each unit, were effectively excluded from consideration. This decision disregarded current market trends and the strength of the individual home market.
14. Based on recent market data, single-unit homes in comparable areas of Toronto have been selling for approximately \$800,000. I have attached to his affidavit as **Exhibits 2-** copies of recent sales of comparable properties.
15. In my opinion, individually, I believe the floor price for each individual unit to be at least \$800,000, or a total of \$4,000,000.
16. Based on my analysis of market conditions, the Properties' characteristics, and recent comparable sales data, selling the units individually would have: (1) maximized exposure to the more competitive individual market, (2) attracted end-user buyers willing to pay premiums for ready-to-occupy homes (with minimal work required to make the Properties liveable), and (3) would demonstrate the aggregate minimum sale price of all the properties combined.
17. With respect to efforts to target developers, in my view an exposure time of four weeks to relist the Properties for sale is not sufficient.

SWORN BEFORE ME at the City of)
Toronto, in the Province of Ontario this 3rd)
day of December, 2024)


_____)

Commissioner for Taking Affidavits (*or as*)
may be)

Dale Denis


_____)
JAMIE ERLICK

This is **Exhibit 1** to the affidavit
of Jamie Erlick, sworn before me
this 3rd day of December 2024.



.....

Commissioner for taking Affidavits (or as may
be)

DALE DENIS



Learn more about this property online at:

<https://www.collierscanada.com/p-can2015029>

2849-2857 Islington Avenue Toronto, Ontario M9L 2J9

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

Land | Land Area: 36,694 SF

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.

To gain access to the online data room please complete the confidentiality agreement below:

Confidentiality Agreement

Property Details

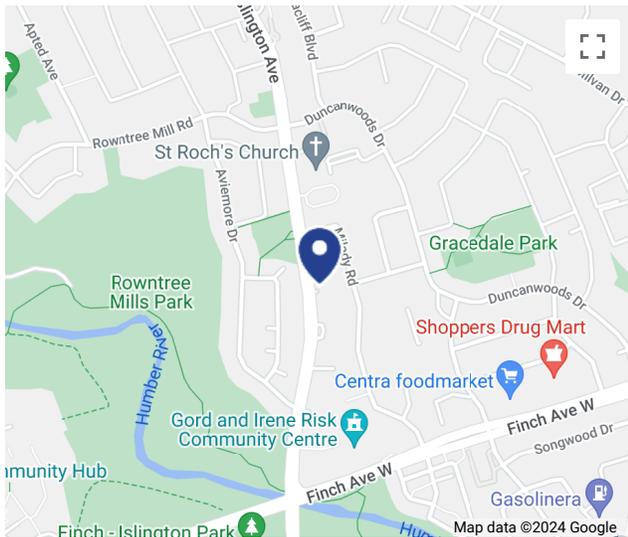
Property Types

Land | Residential

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
- Within Humber Summit Community In Close Proximity To Amenities, Parklands, Major Highways and Schools

Location



Steve Keyzer

Executive Vice President, Sales Representative

Toronto Downtown

+1 416 643 3770



Alex Holiff

Vice President, Sales Representative

Toronto Downtown

+1 416 620 2803

+1 647 620 5373

This is **Exhibit 2** to the affidavit
of Jamie Erlick, sworn before me
this 3rd day of December 2024.

A handwritten signature in black ink, appearing to read "Dale Denis", is written over a horizontal dotted line.

Commissioner for taking Affidavits (or as may
be)

DALE DENIS

23 Benrubin Dr, Toronto

Toronto W05, Humber Summit, Toronto, Ontario M9L
 2H3

Semi-Detached Backsplit 5

SOLD \$1,057,980 ↑

TAXES \$3,456 (2023)

LIST \$899,999

W10415509

3+3 BEDS	3 BATHS	10+3 ROOMS	3 TOT PRK SPCS	1500-2000 SQFT	10 DOM
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CLIENT REMARKS

Discover The Charm Of This Beautiful, Well-Maintained 3-Bedroom Raised Bungalow, Perfectly Situated On A Quiet And Desirable Street. This Home Boasts A Thoughtfully Designed Main Floor Layout, Ideal For Rental Income Or Extended Family Living. The Spacious And Bright Interior Has Just Been Freshly Painted, Enhancing Its Welcoming Ambiance. The Large Balcony Invites An Abundance Of Natural Light, Creating A Serene Space For Relaxation. The Finished Walk-Out Basement Offers Incredible Potential For A Private Basement Apartment, Complete With 2 Separate Entrances, Making It An Excellent Opportunity For Additional Income Or An In-Law Suite. The Double Front Door Entry Adds A Touch Of Elegance, While The Expansive Driveway Provides Ample Parking For Multiple Vehicles. Located In A Convenient Area, You'll Be Close To Transportation, Schools, Shopping Centers, And Places Of Worship. This Home Is Packed With Numerous Updates And Extras That Ensure Modern Comfort And Style. Move-In Ready!

LISTING INFORMATION

SOLD	\$1,057,980	SOLD DATE	11/18/2024
PIN#	103060153	POSSESSION	30/60/90
TAXES	\$3,456	REMARKS	
TAX YEAR	2023	SELLER PROPERTY	Y
LEGAL DESCRIPTION	PT LT 45 PL 8265 NORTH YORK AS IN TR93386	INFO STATEMENT	
STATUS	Sold		

PROPERTY INFORMATION

FRONTING ON North
LOT SIZE 30 x 121 Feet
SQUARE FEET 1500-2000
DIR/CROSS ST Islington & Finch
DRIVEWAY Available
PARKING DRIVE 2
SPACES
TOTAL PARKING 3
SPACES
UFFI No
POOL None
A/C Central Air
PHYSICALLY N
HANDICAPPED-EQUIPPED
HST APPLICABLE TO Included
SALE PRICE
LAUNDRY LEVEL Main
AREA Toronto
MUNICIPALITY Toronto W05
COMMUNITY Humber Summit

ROOMS 10+3
BEDROOMS 3+3
WASHROOMS 3
KITCHENS 1+1
EXTERIOR Brick
ROOF Shingles
FOUNDATION Concrete
GARAGE TYPE Built-In
GARAGE PARKING 1
SPACES
BASEMENT Apartment / Fin W/O
UTILITIES-GAS Y
HEATING SOURCE Gas
HEATING TYPE Forced Air
WATER Municipal
SEWERS Sewers

FEATURES

- Hospital
- Library
- Park
- Public Transit
- School
- School Bus Route

INTERIOR FEATURES

- None

INCLUDED

- Retirement

SPECIAL DESIGNATIONS

- Unknown

WATERFRONT

WATERFRONTYN N
WATERFRONT None

ROOM INFO

ROOM	LEVEL	DIMENSIONS	NOTES
Family	Main	—	Hardwood Floor, Open Concept, Combined W/Dining
Dining	Main	—	Combined W/Living, Balcony, Open Concept
Breakfast	Main	—	Combined W/Kitchen, Granite Counter, Open Concept
Kitchen	Main	—	Granite Counter, Stainless Steel Appl, Window
Prim Bdrm	2nd	—	Hardwood Floor, Stainless Steel Appl
2nd Br	2nd	—	Closet, Hardwood Floor, Window
3rd Br	2nd	—	Closet, Hardwood Floor, Large Window
Living	Ground	—	W/O To Garden, Hardwood Floor, Large Window
Kitchen	Ground	—	W/O To Porch, Granite Counter, Window
Br	Bsmt	—	
Br	Bsmt	—	
Br	Bsmt	—	

WASHROOM INFO

# OF WASHROOMS	PIECES	LEVEL
1	4	2nd
1	4	Main
1	4	Bsmt

EXTRAS

All Existing ELF's. All Existing Appliances Being Sold In As-Is Condition With No Representations Or Warranties. Agt To Verify All Measurements Taxes. Seller/Seller's Agent Do Not Warrant Retrofit Status Of The Bsmt. OPEN HOUSE SAT&SUN 2-4PM

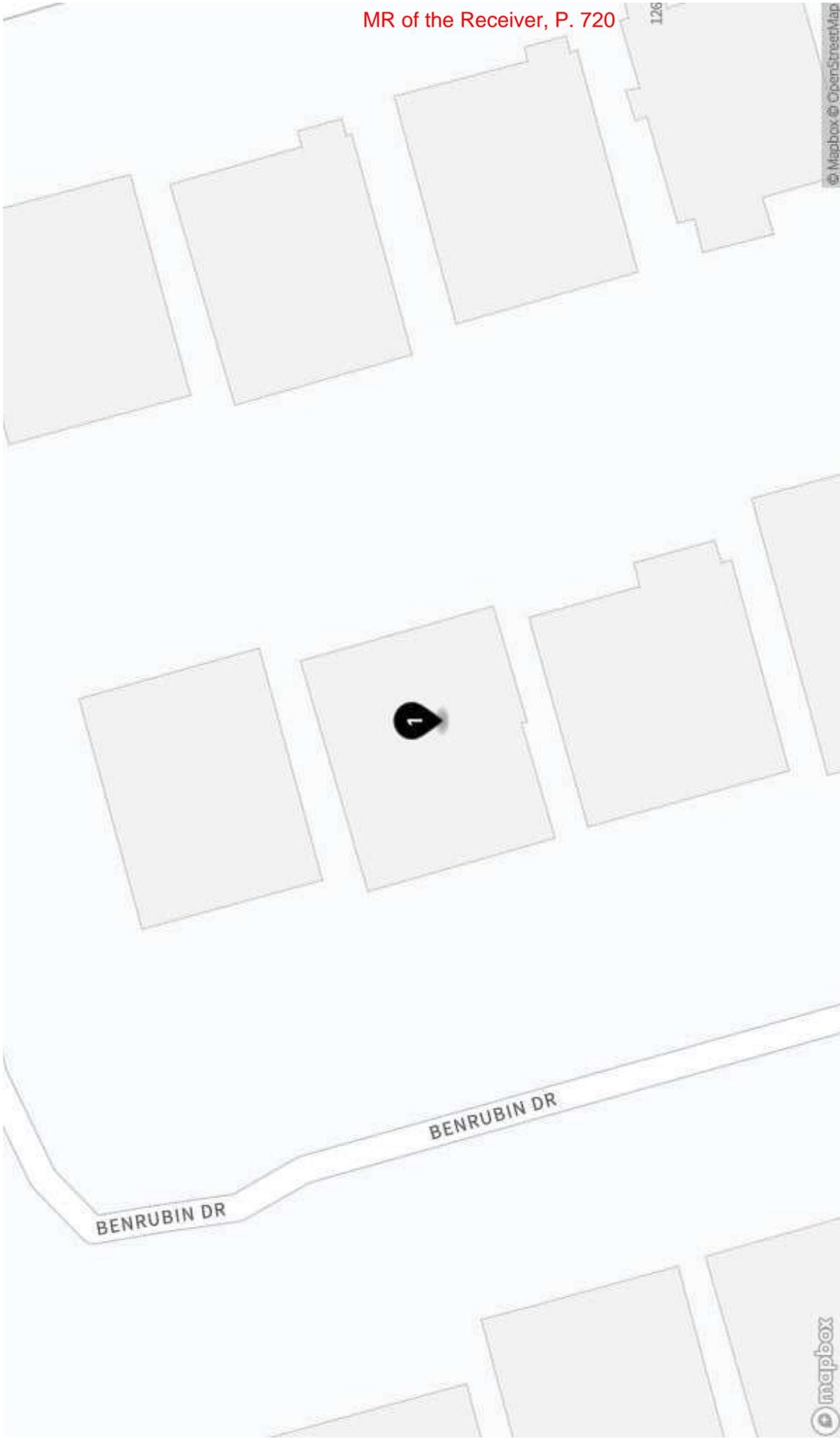
SHOWING REQUIREMENTS

List Brokerage

CONTRACTED WITH

RE/MAX EXPERTS
905-499-8800

MR of the Receiver, P. 720



ADDRESS	BEDS	WR	TYPE	PRICE	SQFT	STATUS	DOM	MLS#
1 23 Benrubin Dr Toronto	3+3	3	Semi-Detached Backsplit 5	\$1,057,980	1500-2000	Sold	10	W10415509

AVERAGES

	MEAN	MEDIAN
PRICE	\$1,057,980	\$1,057,980

MR of the Receiver, P. 721

98 Dellbrook Cres, Toronto

Toronto W05, Humber Summit, Toronto, Ontario M9L
1E2

Semi-Detached Bungalow-Raised

SOLD \$935,000 ↓

TAXES \$3,371 (2023)

LIST \$959,900

W8446016

3+1 BEDS	2 BATHS	6+3 ROOMS	4 TOT PRK SPCS	111 DOM
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CLIENT REMARKS

Beautiful and Updated 3 Bedroom Home with a finished in-law suite. Updated Kitchen on Main floor with renovated bathrooms on both levels. Pie-Shaped Lot with a big backyard. Close to Schools, Park, Transportation.

LISTING INFORMATION

SOLD	\$935,000	SOLD DATE	10/04/2024
PIN#	103040099	POSSESSION	Flexible
TAXES	\$3,371	REMARKS	
TAX YEAR	2023	SELLER PROPERTY	N
LEGAL DESCRIPTION	Plan 7780 s Part Lot 40	INFO STATEMENT	
STATUS	Sold		

PROPERTY INFORMATION

APPROX AGE	51-99	ROOMS	6+3
FRONTING ON	West	BEDROOMS	3+1
LOT SIZE	29.82 x 112.25 Feet	WASHROOMS	2
ACRES	< .50	KITCHENS	1+1
DIR/CROSS ST	Steeles / Islington	EXTERIOR	Brick
DRIVEWAY	Private	ROOF	Shingles
PARKING/DRIVE	Private	FOUNDATION	Unknown
PARKING DRIVE	3	GARAGE TYPE	Built-In
SPACES		GARAGE PARKING	1

TOTAL PARKING	4	SPACES	
SPACES		BASEMENT	Finished / Sep Entrance
POOL	None	ELEVATOR	N
A/C	Central Air	HEATING SOURCE	Gas
ZONING	RESIDENTIAL	HEATING TYPE	Forced Air
PHYSICALLY	N	WATER	Municipal
HANDICAPPED-EQUIPPED		SEWERS	Sewers
HST APPLICABLE TO SALE PRICE	Included		
LOT IRREGULARITIES	43 Feet Wide at back.		
AREA	Toronto		
MUNICIPALITY	Toronto W05		
COMMUNITY	Humber Summit		

INTERIOR FEATURES

Other

INCLUDED

Retirement

SPECIAL DESIGNATIONS

Unknown

WATERFRONT

WATERFRONTYN N

ROOM INFO

ROOM	LEVEL	DIMENSIONS	NOTES
Living	Main	5.35 m x 3.18 m (17.55 ft x 10.43 ft)	Laminate, W/O To Balcony, Pot Lights
Dining	Main	4.4 m x 3.28 m (14.44 ft x 10.76 ft)	Laminate, Crown Moulding, Pot Lights
Kitchen	Main	3.4 m x 2.35 m (11.15 ft x 7.71 ft)	Renovated, Eat-In Kitchen, Stainless Steel Appl
Prim Bdrm	Main	4.18 m x 3.3 m (13.71 ft x 10.83 ft)	Laminate, His/Hers Closets, Window
2nd Br	Main	3 m x 2.9 m (9.84 ft x 9.51 ft)	Laminate, Closet, Window
3rd Br	Main	3.3 m x 2.62 m (10.83 ft x 8.6 ft)	Laminate, Closet, Window
4th Br	Bsmt	3.4 m x 2.91 m (11.15 ft x 9.55 ft)	Porcelain Floor, W/I Closet
Rec	Bsmt	5.86 m x 3.8 m (19.23 ft x 12.47 ft)	Porcelain Floor, Pot Lights, Window
Kitchen	Bsmt	4.2 m x 3.65 m (13.78 ft x 11.98 ft)	Porcelain Floor, Eat-In Kitchen, Walk-Out

WASHROOM INFO

# OF WASHROOMS	PIECES	LEVEL
1	4	Main
1	3	Bsmt

EXTRAS

Ac replaced in 2022 and new rental furnace in 2022. Includes 2 stove, 2 fridge, 2 dishwasher and washer/dryer. Exterior Pot Lights.

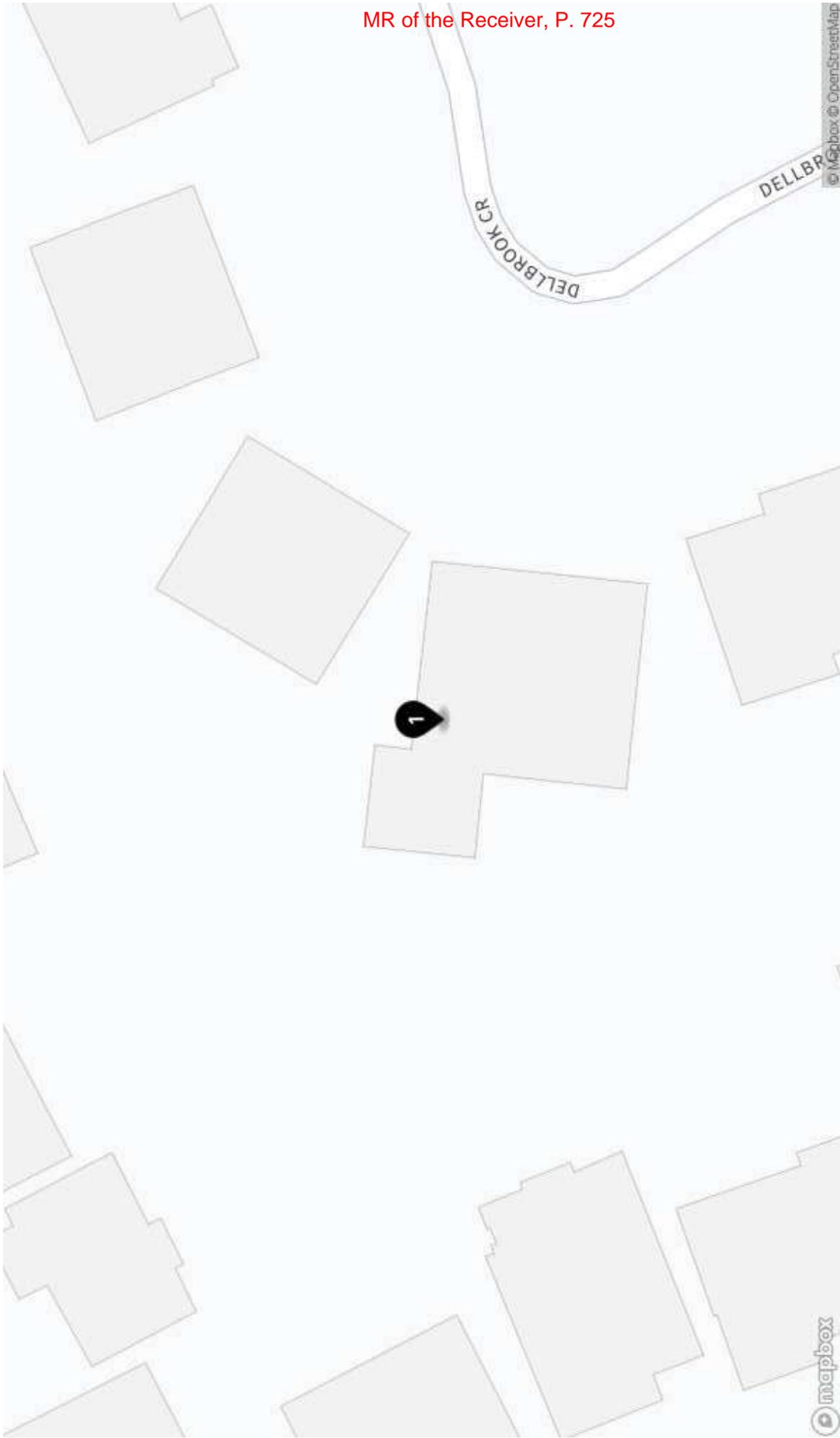
SHOWING REQUIREMENTS

Lockbox, See Brokerage Remarks

CONTRACTED WITH

HOMELIFE/RESPONSE REALTY INC.
905-949-0070

MR of the Receiver, P. 725



ADDRESS	BEDS	WR	TYPE	PRICE	SQFT	STATUS	DOM	MLS#
1 98 Dellbrook Cres Toronto	3+1	2	Semi-Detached Bungalow-Raised	\$935,000		Sold	111	W8446016

AVERAGES

	MEAN	MEDIAN
PRICE	\$935,000	\$935,000

MR of the Receiver, P. 726

151 Navenby Cres, Toronto

Toronto W05, Humber Summit, Toronto, Ontario M9L
1B3

Semi-Detached Bungalow

SOLD \$911,000 ↑

TAXES \$3,676.58 (2024)

LIST \$849,900

W9396774

3+3 BEDS	3 BATHS	6+6 ROOMS	3 TOT PRK SPCS	7 DOM
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CLIENT REMARKS

Stunning Newly Renovated 6 Br Semi-Detached Bungalow In A Great Location. Open Concept Kitchen W/ Modern Center Island And Quartz Counter Top. Spacious Living Rm Combined Dinning Rm With Hwd Fl And Fancy Fireplace. Separate Entrance To Basement With 3 Large Br Apartment Brings Great Rental Income. Plus Newer Door & Window, Newer Insulation, Newer Fence & Paving Path. Just ready for you to move in and enjoy...

LISTING INFORMATION

SOLD	\$911,000	SOLD DATE	10/22/2024
PIN#	103070238	POSSESSION	60 days
TAXES	\$3,676.58	REMARKS	
TAX YEAR	2024	SELLER PROPERTY	N
ENERGY	N	INFO STATEMENT	
CERTIFICATION			
LEGAL DESCRIPTION	Pin 103070238		
STATUS	Sold		

PROPERTY INFORMATION

FRONTING ON East
LOT SIZE 30 x 116 Feet
DIR/CROSS ST Islington/finch
DRIVEWAY Private
PARKING/DRIVE Private
PARKING DRIVE 3
SPACES
TOTAL PARKING 3
SPACES
POOL None
A/C Central Air
ZONING Residential
PHYSICALLY N
HANDICAPPED-EQUIPPED
HST APPLICABLE TO Included
SALE PRICE
DEVELOPMENT No
CHARGES PAID
LAUNDRY LEVEL Lower
LOT SIZE SOURCE Other
AREA Toronto
MUNICIPALITY Toronto W05
COMMUNITY Humber Summit

ROOMS 6+6
BEDROOMS 3+3
WASHROOMS 3
KITCHENS 1+1
EXTERIOR Brick, Stone
ROOF Shingles
FOUNDATION Not Applicable
GARAGE TYPE None
GARAGE PARKING 0
SPACES
BASEMENT Finished / Sep Entrance
UTILITIES-HYDRO Y
ELEVATOR N
UTILITIES-CABLE Y
UTILITIES-TELEPHONE Y
UTILITIES-GAS Y
HEATING SOURCE Gas
HEATING TYPE Forced Air
WATER Municipal
SEWERS Sewers

FEATURES

- ✔ Fenced Yard
- ✔ Fireplace/Stove
- ✔ Public Transit
- ✔ School

INTERIOR FEATURES

- ✔ Accessory Apartment
- ✔ Primary Bedroom - Main Floor

INCLUDED

- ✖ Retirement

SPECIAL DESIGNATIONS

- ✔ Unknown

WATERFRONT

WATERFRONTYN N

ROOM INFO

ROOM	LEVEL	DIMENSIONS	NOTES
Kitchen	Main	4.78 m x 2.46 m (15.68 ft x 8.07 ft)	Open Concept, Centre Island, Quartz Counter
Living	Main	5.63 m x 3.53 m (18.47 ft x 11.58 ft)	Hardwood Floor, Pot Lights, Fireplace
Dining	Main	3.13 m x 3.13 m (10.27 ft x 10.27 ft)	Hardwood Floor, Pot Lights, Led Lighting
Prim Bdrm	Main	4.2 m x 3.13 m (13.78 ft x 10.27 ft)	Laminate, Double Closet, Large Window
2nd Br	Main	3.38 m x 3.34 m (11.09 ft x 10.96 ft)	Laminate, Double Closet, Large Window
3rd Br	Main	3.16 m x 3.04 m (10.37 ft x 9.97 ft)	Laminate, Closet, Large Window
Living	Bsmt	5.34 m x 3.35 m (17.52 ft x 10.99 ft)	Large Window, Fireplace, Pot Lights
Kitchen	Bsmt	5.34 m x 2.74 m (17.52 ft x 8.99 ft)	Open Concept, Quartz Counter, Backsplash
Dining	Bsmt	5.34 m x 2.74 m (17.52 ft x 8.99 ft)	Combined W/Kitchen, Pot Lights, Led Lighting
Prim Bdrm	Bsmt	4.27 m x 2.9 m (14.01 ft x 9.51 ft)	Laminate, Closet, Window
2nd Br	Bsmt	3.96 m x 2.9 m (12.99 ft x 9.51 ft)	Laminate, Closet, Window
3rd Br	Bsmt	3.66 m x 3.35 m (12.01 ft x 10.99 ft)	Laminate, Closet, Window

WASHROOM INFO

# OF WASHROOMS	PIECES	LEVEL
1	4	Ground
1	2	Ground
1	4	Bsmt

EXTRAS

Fridge, Stove, Hood, Washer, Dryer, Fireplace (Electrical), All Window Covering, All Elf, Hood In Basement, Shed In Backyard.

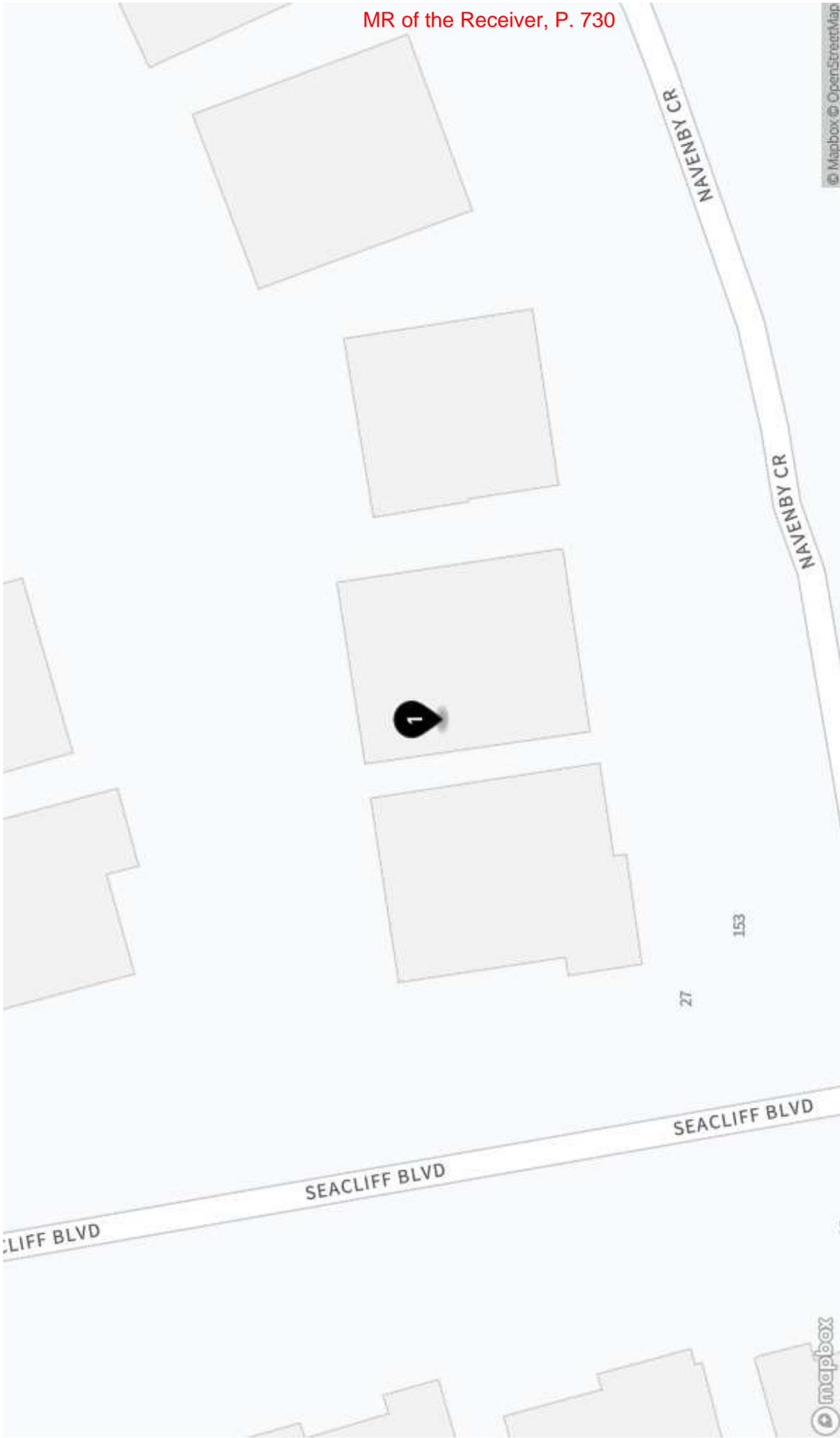
SHOWING REQUIREMENTS

Lockbox

CONTRACTED WITH

PROPERTY TRADING REALTY SERVICES CORP.
416-410-3000

MR of the Receiver, P. 730



Mapbox © OpenStreetMap

ADDRESS	BEDS	WR	TYPE	PRICE	SQFT	STATUS	DOM	MLS#
1 151 Navenby Cres Toronto	3+3	3	Semi-Detached Bungalow	\$911,000		Sold	7	W9396774

AVERAGES

	MEAN	MEDIAN
PRICE	\$911,000	\$911,000

MR of the Receiver, P. 731

67 DELLBROOK Cres, Toronto

Toronto W05, Humber Summit, Toronto, Ontario M9L
1E3

Semi-Detached Bungalow

SOLD \$905,000 ↓

TAXES \$3,447.69 (2024)

LIST \$929,900

W9726558

3	2	5+5	4	27
BEDS	BATHS	ROOMS	TOT PRK SPCS	DOM



CLIENT REMARKS

Meticulously Maintained Semi-Detached Bungalow. First Time Offered for Sale by Original Owners. Spacious Main Floor Living Area with 3 large Bedrooms. Basement Has A Separate Entrance Complete W/ Kitchen, Full Bath, And Living Area. Over 40 ft Frontage with Oversize Double Driveway Parking for 4 Cars! Large Custom Cantina; Shed with Hydro. Roof (2015) Ft Window, Ft Door & Side Door (2021), Furnace (2022) A/C (2022) A Very Quiet Street ; Steps to Schools, Parks, Transit, Stores, Places of Worship, Highways and more. Don't Miss this One!

LISTING INFORMATION

SOLD	\$905,000	SOLD DATE	11/25/2024
PIN#	103040149	POSSESSION	30/60/90
TAXES	\$3,447.69	REMARKS	
TAX YEAR	2024	SELLER PROPERTY	N
LEGAL DESCRIPTION	PT LT 63 PL7780 NORTH YORK AS IN NY571315	INFO STATEMENT	
STATUS	Sold		

PROPERTY INFORMATION

FRONTING ON	East	ROOMS	5+5
LOT SIZE	42.93 x 105.25 Feet	BEDROOMS	3
DIR/CROSS ST	ISLINGTON/STEELES	WASHROOMS	2
DRIVEWAY	Private	KITCHENS	2
PARKING/DRIVE	Private	EXTERIOR	Brick
PARKING DRIVE	4	ROOF	Asphalt Shingle
SPACES		FOUNDATION	Concrete
TOTAL PARKING	4	FOUNDATION	Concrete
SPACES		GARAGE TYPE	None
POOL	None	GARAGE PARKING	0
A/C	Central Air	SPACES	
HST APPLICABLE TO	Included	BASEMENT	Finished / Sep Entrance
SALE PRICE		HEATING SOURCE	Gas
AREA	Toronto	HEATING TYPE	Forced Air
MUNICIPALITY	Toronto W05	WATER	Municipal
COMMUNITY	Humber Summit	SEWERS	Sewers

FEATURES

- ✔ Fireplace/Stove

INTERIOR FEATURES

- ✔ Storage
- ✔ Primary Bedroom - Main Floor
- ✔ Carpet Free

SPECIAL DESIGNATIONS

- ✔ Unknown

WATERFRONT

WATERFRONTYN N

ROOM INFO

ROOM	LEVEL	DIMENSIONS	NOTES
Kitchen	Main	4.54 m x 2.32 m (14.9 ft x 7.61 ft)	Eat-In Kitchen, Tile Floor
Living	Main	7.22 m x 3.7 m (23.69 ft x 12.14 ft)	Combined W/Dining, Hardwood Floor
Dining	Main	7.22 m x 3.7 m (23.69 ft x 12.14 ft)	Combined W/Living, Hardwood Floor
Prim Bdrm	Main	3.62 m x 3.3 m (11.88 ft x 10.83 ft)	Hardwood Floor
2nd Br	Main	3.35 m x 3.02 m (10.99 ft x 9.91 ft)	Hardwood Floor
3rd Br	Main	3.02 m x 2.5 m (9.91 ft x 8.2 ft)	Hardwood Floor
Great Rm	Bsmt	8.01 m x 6.22 m (26.28 ft x 20.41 ft)	Tile Floor
Kitchen	Bsmt	6.13 m x 3.6 m (20.11 ft x 11.81 ft)	Eat-In Kitchen, Tile Floor
Laundry	Bsmt	2.54 m x 2.5 m (8.33 ft x 8.2 ft)	
Cold/Cant	Bsmt	2.4 m x 4.02 m (7.87 ft x 13.19 ft)	
Utility	Bsmt	2.54 m x 2.5 m (8.33 ft x 8.2 ft)	

WASHROOM INFO

# OF WASHROOMS	PIECES	LEVEL
1	4	Main
1	4	Bsmt

EXTRAS

Included are : Shed, 2 Refrigerators, 2 Stoves, All Electrical Light Fixtures, All Window Coverings, Alarm System.

SHOWING REQUIREMENTS

Lockbox

CONTRACTED WITH

HOMELIFE/BAYVIEW REALTY INC.
905-889-2200

MR of the Receiver, P. 735



© Mapbox © OpenStreetMap

ADDRESS	BEDS	WR	TYPE	PRICE	SQFT	STATUS	DOM	MLS#
1 67 DELLBROOK Cres Toronto	3	2	Semi-Detached Bungalow	\$905,000		Sold	27	W9726558

AVERAGES

	MEAN	MEDIAN
PRICE	\$905,000	\$905,000

MR of the Receiver, P. 736

71 Husband Dr, Toronto

Toronto W05, Humber Summit, Toronto, Ontario M9L
1J8

Semi-Detached Bungalow-Raised

SOLD \$900,000 ↑

TAXES \$3,400 (2024)

LIST \$899,900

W9377092

3+1 BEDS	2 BATHS	8+2 ROOMS	5 TOT PRK SPCS	8 DOM
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CLIENT REMARKS

welcome to 71 husband dr 3 bedrooms semi detached raised bungalow (as is) comes with 1 bedroom finished basement apartment with separate entrance, living room, kitchen, Full washroom, walk out to backyard situated on 145 foot deep lot at very convenient and central location for commuters, close to all amenities as 400 series hwy's, ttc, parks, school, pearson international airport, library, place of worship, very spacious home with income potential from basement, no carpet in the house, lot more to mention come and see by yourself...

LISTING INFORMATION

SOLD	\$900,000	SOLD DATE	10/10/2024
PIN#	103030068	POSSESSION	Tba
TAXES	\$3,400	REMARKS	
TAX YEAR	2024	SELLER PROPERTY	N
LEGAL DESCRIPTION	Pt Lt 17 PI 7352	INFO STATEMENT	
STATUS	Sold		

PROPERTY INFORMATION

FRONTING ON	South	ROOMS	8+2
LOT SIZE	30 x 144.26 Feet	BEDROOMS	3+1
DIR/CROSS ST	steeles/islington	WASHROOMS	2
DRIVEWAY	Private	KITCHENS	1+1
PARKING/DRIVE	Private	EXTERIOR	Brick
PARKING DRIVE	4	ROOF	Asphalt Shingle

SPACES
TOTAL PARKING 5
SPACES
POOL None
A/C Central Air
HST APPLICABLE TO Included
SALE PRICE
AREA Toronto
MUNICIPALITY Toronto W05
COMMUNITY Humber Summit

FOUNDATION Concrete
GARAGE TYPE Built-In
GARAGE PARKING 1
SPACES
BASEMENT Apartment / Sep Entrance
HEATING SOURCE Gas
HEATING TYPE Forced Air
WATER Municipal
SEWERS Sewers

FEATURES

✔ Fireplace/Stove

INTERIOR FEATURES

✔ Other

SPECIAL DESIGNATIONS

✔ Unknown

WATERFRONT

WATERFRONTYN N

ROOM INFO

ROOM	LEVEL	DIMENSIONS	NOTES
Living	Main	7.79 m x 3.66 m (25.56 ft x 12.01 ft)	Hardwood Floor, W/O To Balcony, Large Window
Dining	Main	7.79 m x 3.66 m (25.56 ft x 12.01 ft)	Hardwood Floor, Combined W/Living
Kitchen	Main	4.84 m x 3.57 m (15.88 ft x 11.71 ft)	Ceramic Floor, Family Size Kitchen
Breakfast	Main	4.84 m x 3.57 m (15.88 ft x 11.71 ft)	Ceramic Floor, Backsplash
Prim Bdrm	Main	3.93 m x 3.3 m (12.89 ft x 10.83 ft)	Hardwood Floor, Double Closet, O/Looks Backyard
2nd Br	Main	2.66 m x 3.28 m (8.73 ft x 10.76 ft)	Hardwood Floor, Closet, Window
3rd Br	Main	2.92 m x 2.9 m (9.58 ft x 9.51 ft)	Hardwood Floor, Closet, Window
Family	Bsmt	5.64 m x 3.96 m (18.5 ft x 12.99 ft)	Laminate, Gas Fireplace, Above Grade Window
Kitchen	Bsmt	2.87 m x 3.36 m (9.42 ft x 11.02 ft)	Laminate, Eat-In Kitchen, Above Grade Window
Breakfast	Bsmt	2.87 m x 3.36 m (9.42 ft x 11.02 ft)	Laminate, Combined W/Kitchen
Br	Bsmt	4.28 m x 4.1 m (14.04 ft x 13.45 ft)	Laminate, Double Closet, Above Grade Window

WASHROOM INFO

# OF WASHROOMS	PIECES	LEVEL
1	4	Main
1	4	Bsmt

EXTRAS

2Stoves, 2Fridges, dishwasher, 2washers,2Dryers,all elf's, window coverings, cac.

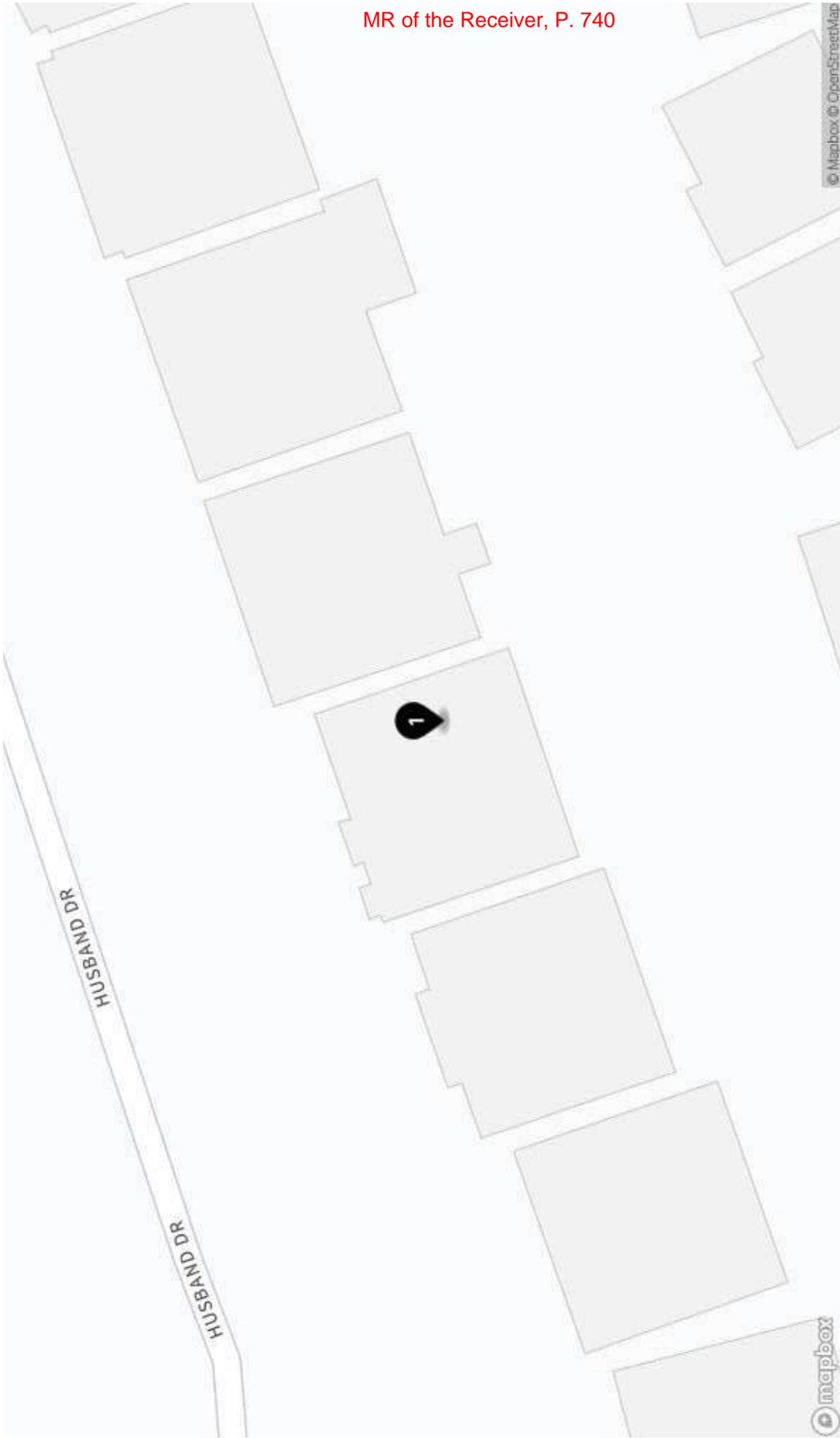
SHOWING REQUIREMENTS

List Brokerage

CONTRACTED WITH

CENTURY 21 PEOPLE`S CHOICE REALTY INC.
416-742-8000

MR of the Receiver, P. 740



ADDRESS	BEDS	WR	TYPE	PRICE	SQFT	STATUS	DOM	MLS#
1 71 Husband Dr Toronto	3+1	2	Semi-Detached Bungalow-Raised	\$900,000		Sold	8	W9377092

AVERAGES

	MEAN	MEDIAN
PRICE	\$900,000	\$900,000

MR of the Receiver, P. 741

210 Cabana Dr, Toronto

Toronto W05, Humber Summit, Toronto, Ontario M9L
1L3

Semi-Detached Bungalow-Raised

SOLD \$875,000 ↓

TAXES \$3,569.29 (2024)

LIST \$929,000

W9416254

3 BEDS	2 BATHS	6+3 ROOMS	3 TOT PRK SPCS	13 DOM
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CLIENT REMARKS

This meticulously maintained 3-bedroom semi-detached raised bungalow offers spacious living on two levels. Featuring 2 full kitchens, marble stairs, large, bright rooms, an open-concept layout with a balcony, gleaming hardwood on the main level, & a tiled lower level. This home is perfect for comfortable living and entertaining. The walk-out basement includes a fireplace and wet bar, ideal for hosting gatherings. The backyard is ready for your vegetable garden and already has established grapevines. Plus, enjoy the convenience of a walking path that leads directly to Steeles Ave. Nestled in an excellent location, this property is a must-see!

LISTING INFORMATION

SOLD	\$875,000	SOLD DATE	10/31/2024
PIN#	103010116	POSSESSION	30/60
TAXES	\$3,569.29	REMARKS	
TAX YEAR	2024	SELLER PROPERTY	N
ENERGY	N	INFO STATEMENT	
CERTIFICATION			
LEGAL DESCRIPTION	PT LT 22 PL 8789		
STATUS	Sold		
GREENPIS	N		

PROPERTY INFORMATION

FRONTING ON	South	ROOMS	6+3
LOT SIZE	30.04 x 120.15 Feet	BEDROOMS	3
DIR/CROSS ST	Steeles Ave and Islington Ave	WASHROOMS	2
DRIVEWAY	Private	KITCHENS	1+1
PARKING/DRIVE	Private	EXTERIOR	Brick
PARKING DRIVE	2	ROOF	Asphalt Shingle
SPACES		FOUNDATION	Unknown
TOTAL PARKING	3	GARAGE TYPE	Built-In
SPACES		GARAGE PARKING	1
POOL	None	SPACES	
A/C	Central Air	OTHER	Garden Shed
HST APPLICABLE TO	Included	STRUCTURES1	
SALE PRICE		BASEMENT	Fin W/O / Sep Entrance
LAUNDRY LEVEL	Lower	HEATING SOURCE	Gas
AREA	Toronto	HEATING TYPE	Forced Air
MUNICIPALITY	Toronto W05	WATER	Municipal
COMMUNITY	Humber Summit	SEWERS	Sewers

FEATURES

- ✔ Fireplace/Stove
- ✔ Park
- ✔ Public Transit

EXTERIOR FEATURES

- ✔ Porch
- ✔ Landscaped

INTERIOR FEATURES

- ✔ Auto Garage Door Remote
- ✔ Carpet Free
- ✔ In-Law Capability

SPECIAL DESIGNATIONS

- ✔ Unknown

WATERFRONT

WATERFRONTYN N

ROOM INFO

ROOM	LEVEL	DIMENSIONS	NOTES
Living	Main	3.68 m x 2.1 m (12.07 ft x 6.89 ft)	Hardwood Floor, W/O To Porch, Picture Window
Dining	Main	3.38 m x 3.41 m (11.09 ft x 11.19 ft)	Hardwood Floor, Combined W/Living
Kitchen	Main	3.2 m x 2.71 m (10.5 ft x 8.89 ft)	Tile Floor, Double Sink
Breakfast	Main	3.2 m x 2.8 m (10.5 ft x 9.19 ft)	Tile Floor, Breakfast Area
Prim Bdrm	Main	3.5 m x 4.78 m (11.48 ft x 15.68 ft)	Hardwood Floor, Closet
2nd Br	Main	3.38 m x 4.14 m (11.09 ft x 13.58 ft)	Hardwood Floor, Double Closet
3rd Br	Main	3.38 m x 3.23 m (11.09 ft x 10.6 ft)	Hardwood Floor, Closet
Dining	Bsmt	3.93 m x 5.6 m (12.89 ft x 18.37 ft)	Tile Floor, Wet Bar
Family	Bsmt	7.28 m x 3.93 m (23.88 ft x 12.89 ft)	Tile Floor, Fireplace, W/O To Garden
Kitchen	Bsmt	2.46 m x 4.2 m (8.07 ft x 13.78 ft)	Tile Floor

WASHROOM INFO

# OF WASHROOMS	PIECES	LEVEL
1	5	Main
1	3	Lower

EXTRAS

Close to public transit, Finch West subway station, Hwy 400/407/427, York University, parks and walking trails. Shopping malls, banks, restaurants, hospitals, community centres, grocery stores & all local amenities

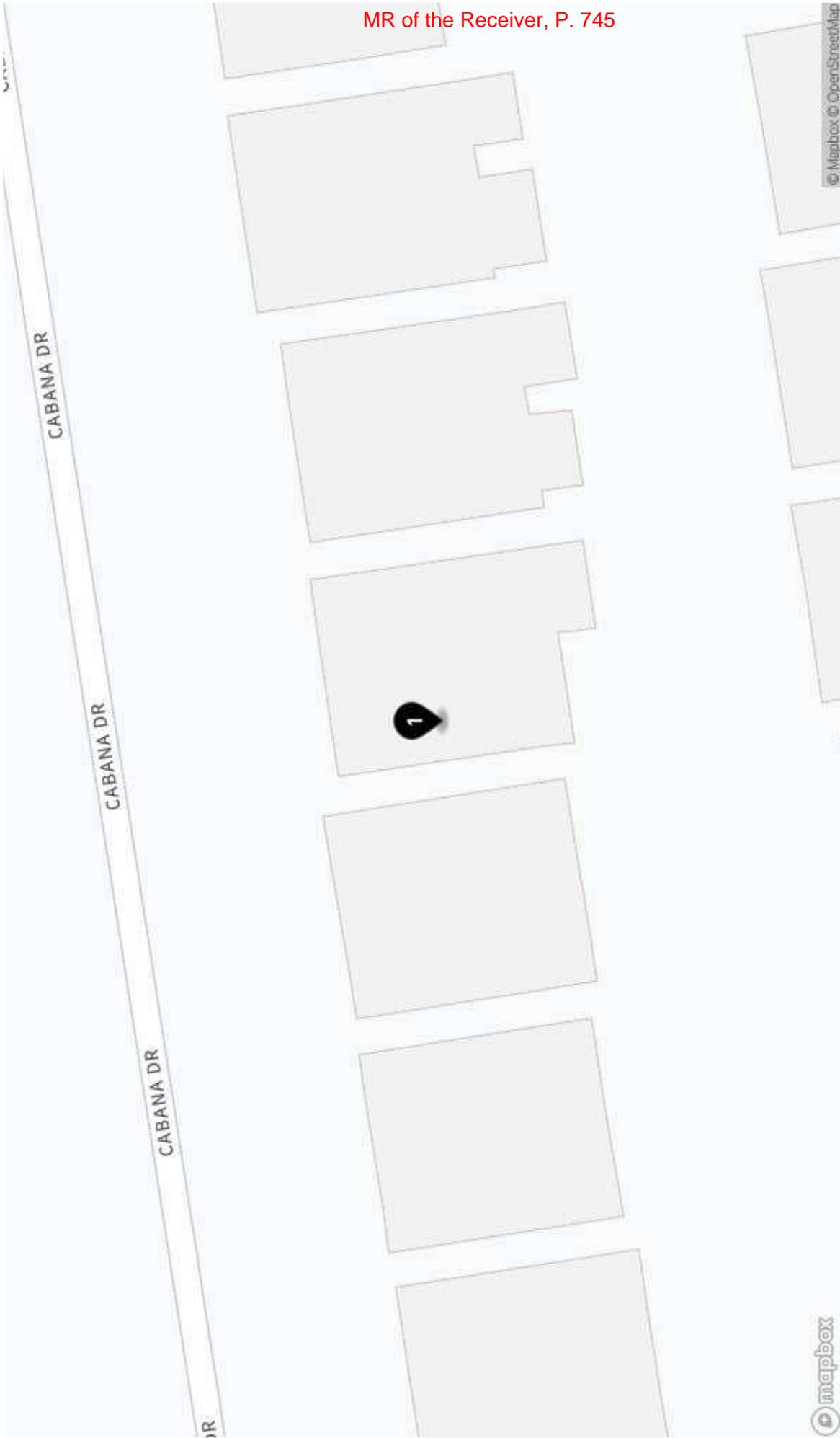
SHOWING REQUIREMENTS

Lockbox, Showing System

CONTRACTED WITH

RE/MAX HALLMARK REALTY LTD.
416-486-5588

MR of the Receiver, P. 745



ADDRESS	BEDS	WR	TYPE	PRICE	SQFT	STATUS	DOM	MLS#
1 210 Cabana Dr Toronto	3	2	Semi-Detached Bungalow-Raised	\$875,000		Sold	13	W9416254

AVERAGES

	MEAN	MEDIAN
PRICE	\$875,000	\$875,000

MR of the Receiver, P. 746

136 Duncanwoods Dr, Toronto

Toronto W05, Humber Summit, Toronto, Ontario M9L
2E1

Semi-Detached Bungalow-Raised

SOLD \$870,000 ↓

TAXES \$3,397.62 (2024)

LIST \$875,000

W9345259

3+1 BEDS	2 BATHS	10 ROOMS	3 TOT PRK SPCS	26 DOM
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CLIENT REMARKS

Spacious Well Maintained 3 + 1 Bedrooms Raised Bungalow Ready to Make in A Desirable Humber Summit Location Separate Entrance to Finished Basement with Second Kitchen Ideal for Extended Family or Other. Large Driveway Non-Shared for Multiple Parking Spaces. Deep Garage with Extra Storage Space, Close to Public Transportation, Schools, Shopping and Place of Workshop. Fairly New Roof Shingles (2021). Central Air Conditioner, Gas Furnace (2016)

LISTING INFORMATION

SOLD	\$870,000	SOLD DATE	10/08/2024
PIN#	103060260	POSSESSION	60 - 90 Day
TAXES	\$3,397.62	REMARKS	
TAX YEAR	2024	SELLER PROPERTY	N
LEGAL DESCRIPTION	PARCEL 171-3, SECTION M979 PART LOT 171, PLAN 66M979, PTS 2 & 15 66R2112; SUBJ TO EASE OVER PT 15 ON 66R2112 AS IN B105130;TWP OF YORK/NORTH YORK , CITY OF TORONTO	INFO STATEMENT	
STATUS	Sold		

PROPERTY INFORMATION

FRONTING ON	West	ROOMS	10
LOT SIZE	26 x 120 Feet	BEDROOMS	3+1
DIR/CROSS ST	Islington & Finch Ave.	WASHROOMS	2
DRIVEWAY	Private	KITCHENS	1+1
PARKING/DRIVE	Private	EXTERIOR	Brick
PARKING DRIVE	2	ROOF	Shingles
SPACES		FOUNDATION	Block
TOTAL PARKING	3	GARAGE TYPE	Built-In
SPACES		GARAGE PARKING	1
POOL	None	SPACES	
A/C	Central Air	BASEMENT	Apartment / Sep Entrance
ZONING	Residential	HEATING SOURCE	Gas
HST APPLICABLE TO	Included	HEATING TYPE	Forced Air
SALE PRICE		WATER	Municipal
AREA	Toronto	SEWERS	Sewers
MUNICIPALITY	Toronto W05		
COMMUNITY	Humber Summit		

FEATURES

- ✔ Library
- ✔ Park
- ✔ Place Of Worship
- ✔ Public Transit
- ✔ Rec Centre
- ✔ School

INTERIOR FEATURES

- ✔ Other

SECURITY FEATURES

- ✔ None

SPECIAL DESIGNATIONS

- ✔ Unknown

WATERFRONT

WATERFRONTYN N

ROOM INFO

ROOM	LEVEL	DIMENSIONS	NOTES
Living	Ground	4.27 m x 3.66 m (14.01 ft x 12.01 ft)	Hardwood Floor, Large Window, O/Looks Dining
Dining	Ground	3.14 m x 2.93 m (10.3 ft x 9.61 ft)	Hardwood Floor, Combined W/Living
Kitchen	Ground	4.57 m x 3.05 m (14.99 ft x 10.01 ft)	Ceramic Floor, Ceramic Back Splash
Prim Bdrm	Ground	4.21 m x 3.14 m (13.81 ft x 10.3 ft)	Hardwood Floor, W/I Closet, Closet
2nd Br	Ground	3.72 m x 3.05 m (12.2 ft x 10.01 ft)	Hardwood Floor, W/I Closet, Closet
3rd Br	Ground	3.05 m x 2.71 m (10.01 ft x 8.89 ft)	Hardwood Floor, Closet
Kitchen	Bsmt	3.95 m x 2.74 m (12.96 ft x 8.99 ft)	Ceramic Floor, Ceramic Back Splash
Rec	Bsmt	5.55 m x 2.8 m (18.21 ft x 9.19 ft)	Panelled, Ceramic Floor
4th Br	Bsmt	3.45 m x 2.74 m (11.32 ft x 8.99 ft)	Panelled, Ceramic Floor
Laundry	Bsmt	3.81 m x 3.35 m (12.5 ft x 10.99 ft)	Ceramic Floor, Laundry Sink

WASHROOM INFO

# OF WASHROOMS	PIECES	LEVEL
1	5	Ground
1	3	Bsmt

EXTRAS

2 Stoves, 1 Fridge

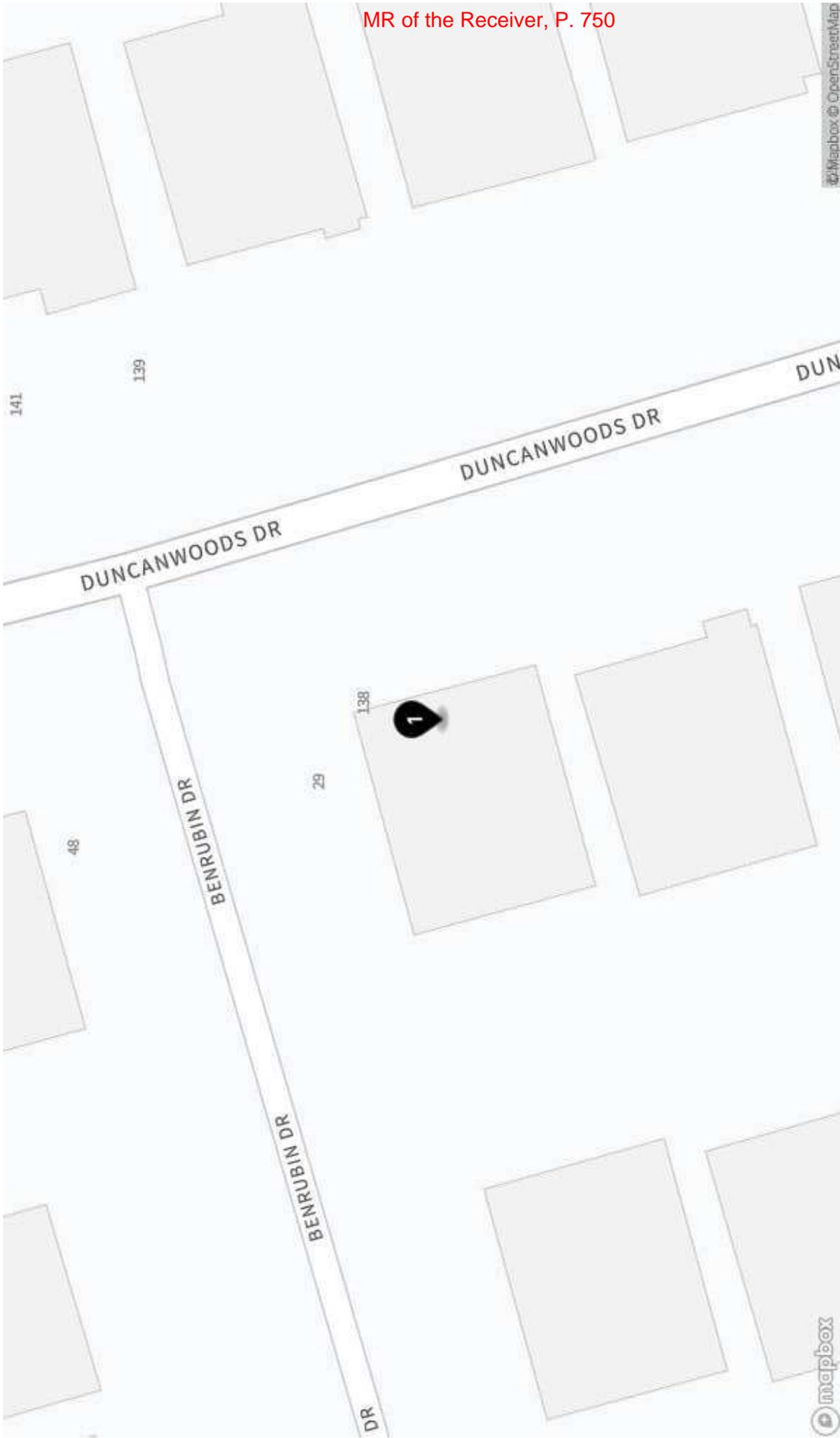
SHOWING REQUIREMENTS

Lockbox

CONTRACTED WITH

INTERCITY REALTY INC.
416-798-7070

MR of the Receiver, P. 750



ADDRESS	BEDS	WR	TYPE	PRICE	SOFT	STATUS	DOM	MLS#
1 136 Duncanwoods Dr Toronto	3+1	2	Semi-Detached Bungalow-Raised	\$870,000		Sold	26	W9345259

AVERAGES

	MEAN	MEDIAN
PRICE	\$870,000	\$870,000

MR of the Receiver, P. 751

110 Anthia Dr, Toronto

Toronto W05, Humber Summit, Toronto, Ontario M9L
1K8

SOLD \$865,000 ↓

TAXES \$4,060.04 (2024)

LIST \$899,000

Semi-Detached Backsplit 5

W9386968

3+3 BEDS	3 BATHS	10+1 ROOMS	4 TOT PRK SPCS	15 DOM
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CLIENT REMARKS

Very good opportunity for first time home buyers or investors. Priced to sell. 5-level backsplit, lot of potential for extra income. This house has large concrete patio from master bedroom with sliding door walkout. 2 kitchens, 3 baths, 5-separate entrances. A must see home! 4-car parking.Huge backyard (150'feet lot). Good neighborhood, close to TTC, shops, schools, parks and more amenities. This home requires some tender loving care (TLC) and is being sold as-is, it represents an amazing opportunity for homebuyers looking to add their personal touches.

LISTING INFORMATION

SOLD	\$865,000	SOLD DATE	10/23/2024
PIN#	103020124	POSSESSION	60 Days/TBD
TAXES	\$4,060.04	REMARKS	
TAX YEAR	2024	SELLER PROPERTY	N
LEGAL DESCRIPTION	PARCEL 10-3, SECTION M1482 PART LOT 10, PLAN 66M1482, BEING PT 6 66R6785; SUBJ TO COVN IN B380766; SUBJ TO PARTY WALL AGREEMENT TWP OF YORK/NORTH YORK , CITY OF TORONTO		
STATUS	Sold		

PROPERTY INFORMATION

FRONTING ON	East	ROOMS	10+1
LOT SIZE	30.47 x 152.31 Feet	BEDROOMS	3+3
DIR/CROSS ST	Steeles Ave West / Islington Ave	WASHROOMS	3
DRIVEWAY	Mutual	KITCHENS	1
PARKING/DRIVE	Mutual	EXTERIOR	Brick
PARKING DRIVE	3	ROOF	Shingles
SPACES		FOUNDATION	Concrete
TOTAL PARKING	4	FOUNDATION	Concrete
SPACES		GARAGE TYPE	Attached
POOL	None	GARAGE PARKING	1
A/C	Central Air	SPACES	
HST APPLICABLE TO	Included	BASEMENT	Apartment / Fin W/O
SALE PRICE		HEATING SOURCE	Gas
AREA	Toronto	HEATING TYPE	Forced Air
MUNICIPALITY	Toronto W05	WATER	Municipal
COMMUNITY	Humber Summit	SEWERS	Sewers

FEATURES

✔ Family Room

INTERIOR FEATURES

✔ Other

SPECIAL DESIGNATIONS

✔ Unknown

WATERFRONT

WATERFRONTYN N

ROOM INFO

ROOM	LEVEL	DIMENSIONS	NOTES
Living	Main	6.79 m x 2.89 m (22.28 ft x 9.48 ft)	W/O To Balcony, Hardwood Floor, Large Window
Dining	Main	6.79 m x 2.89 m (22.28 ft x 9.48 ft)	Combined W/Living, Hardwood Floor
Kitchen	Main	5.79 m x 3.66 m (19 ft x 12.01 ft)	Vinyl Floor, Window
Prim Bdrm	Upper	4.27 m x 3.81 m (14.01 ft x 12.5 ft)	Hardwood Floor, W/O To Patio, Closet
2nd Br	Upper	3.96 m x 2.89 m (12.99 ft x 9.48 ft)	Hardwood Floor, Closet, Window
3rd Br	Upper	3.35 m x 3.04 m (10.99 ft x 9.97 ft)	Hardwood Floor, Closet, Window
Kitchen	Bsmt	3.66 m x 3.04 m (12.01 ft x 9.97 ft)	Ceramic Floor
4th Br	Bsmt	3.66 m x 3.04 m (12.01 ft x 9.97 ft)	Parquet Floor, Window
5th Br	Bsmt	3.81 m x 3.81 m (12.5 ft x 12.5 ft)	Parquet Floor
Br	Lower	3.35 m x 2.59 m (10.99 ft x 8.5 ft)	Parquet Floor
Family	Lower	—	Laminate

WASHROOM INFO

# OF WASHROOMS	PIECES	LEVEL
1	4	Upper
1	4	Lower
1	3	Bsmt

EXTRAS

Light Fixtures, Washer, 2 Fridges, 2 Stoves

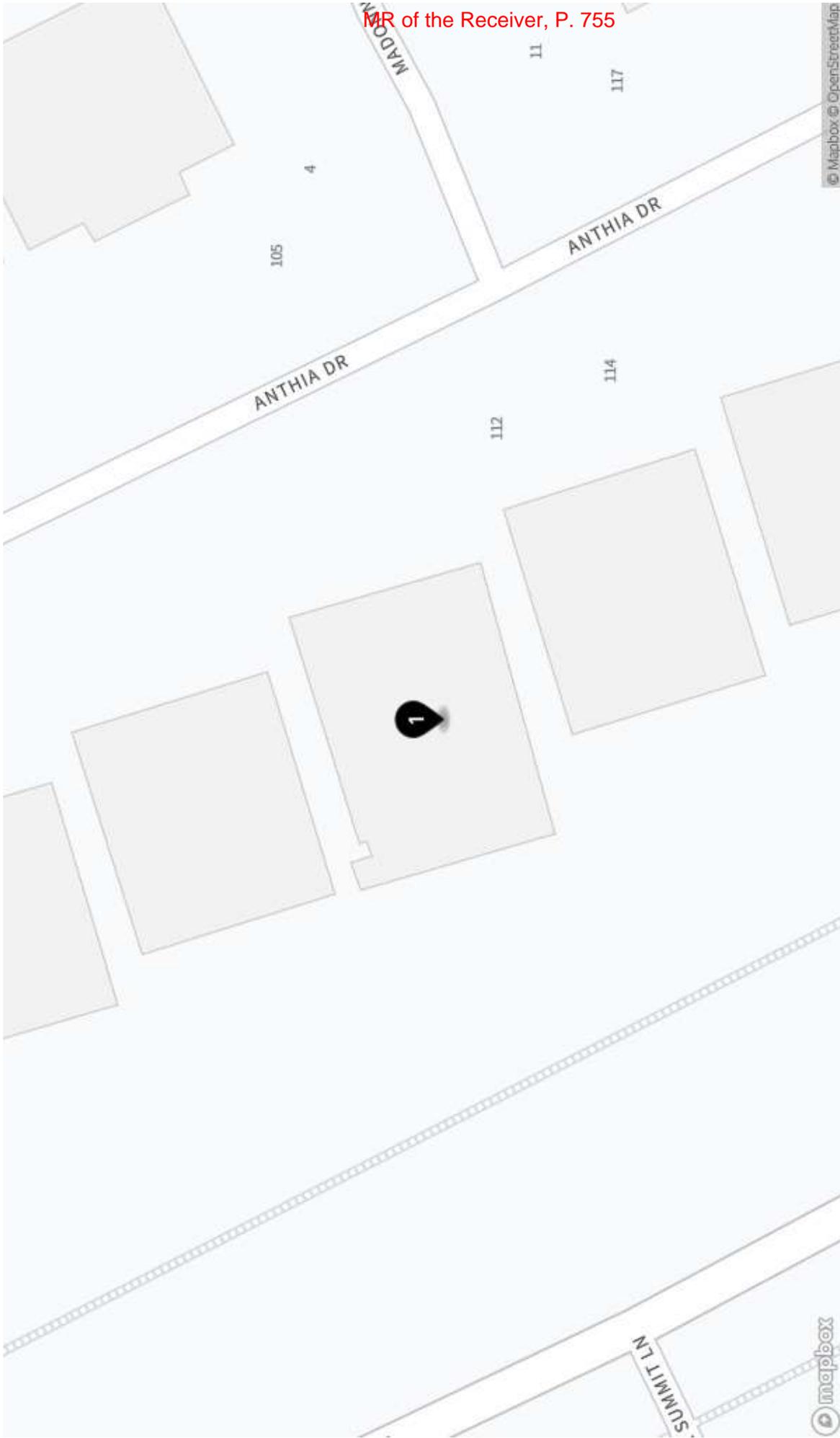
SHOWING REQUIREMENTS

Lockbox

CONTRACTED WITH

HOMELIFE SILVERCITY REALTY INC.
905-913-8500

MR of the Receiver, P. 755



Mapbox © OpenStreetMap

mapbox

ADDRESS	BEDS	WR	TYPE	PRICE	SQFT	STATUS	DOM	MLS#
1 110 Anthia Dr Toronto	3+3	3	Semi-Detached Backsplit 5	\$865,000		Sold	15	W9386968

AVERAGES

	MEAN	MEDIAN
PRICE	\$865,000	\$865,000

MR of the Receiver, P. 756

155 Plunkett Rd, Toronto

Toronto W05, Humber Summit, Toronto, Ontario M9L 2J7

Semi-Detached Bungalow

SOLD \$850,000 ↓

TAXES \$3,960 (2024)

LIST \$889,000

W9391783

3 BEDS	2 BATHS	6+3 ROOMS	5 TOT PRK SPCS	1100-1500 SQFT	15 DOM
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CLIENT REMARKS

An incredible investment opportunity in a Convenient & Desirable Neighbourhood. Features a great Main Floor Layout with 3 Bedrooms, a Separate Dining Room, Family Room, and Eat-In Kitchen with Walkout to Balcony. The Basement has its own separate entrance and is finished with its own Kitchen, eating area, Family / Bedroom perfect for additional rent, or family suite. Basement also features an entrance from the garage. Steps away from all amenities. A unique part of this property is the 2 Car Garage which is a rare item for a semi in this area! The extra wide garage provides ample parking for multiple cars or work truck. Don't miss your chance to own this home.

LISTING INFORMATION

SOLD	\$850,000	SOLD DATE	10/25/2024
PIN#	103010105	POSSESSION	TBD
TAXES	\$3,960	REMARKS	
TAX YEAR	2024	SELLER PROPERTY	N
LEGAL DESCRIPTION	PT LT 46 PL 8789 NORTH YORK AS IN NY686212; TORONTO (N YORK) , CITY OF 121.27 TORONTO	INFO STATEMENT	
STATUS	Sold		
GREENPIS	N		

PROPERTY INFORMATION

APPROX AGE	51-99	ROOMS	6+3
FRONTING ON	East	BEDROOMS	3
LOT SIZE	32.7 x 121.27 Feet	WASHROOMS	2
ACRES	< .50	KITCHENS	1+1
SQUARE FEET	1100-1500	FIREPLACE	Fireplace Insert
DIR/CROSS ST	Steeles Ave W & Islington Ave	FEATURES	
DRIVEWAY	Private	EXTERIOR	Brick
PARKING/DRIVE	Private	ROOF	Not Applicable
PARKING DRIVE	3	FOUNDATION	Not Applicable
SPACES		GARAGE TYPE	Built-In
TOTAL PARKING	5	GARAGE PARKING	2
SPACES		SPACES	
UFFI	No	BASEMENT	Apartment / Fin W/O
POOL	None	UTILITIES-HYDRO	Y
A/C	Central Air	ELEVATOR	N
PHYSICALLY	N	UTILITIES-CABLE	A
HANDICAPPED-EQUIPPED		UTILITIES-TELEPHONE	A
UNDER CONTRACT	Hot Water Tank-Gas	UTILITIES-GAS	Y
HST APPLICABLE TO SALE PRICE	Included	HEATING SOURCE	Gas
LAUNDRY LEVEL	Lower	HEATING TYPE	Forced Air
LOT SHAPE	Rectangular	WATER	Municipal
LOT SIZE SOURCE	GeoWarehouse	SEWERS	Sewers
AREA	Toronto		
MUNICIPALITY	Toronto W05		
COMMUNITY	Humber Summit		

FEATURES

- ✔ Fenced Yard
- ✔ Fireplace/Stove
- ✔ Park
- ✔ Public Transit
- ✔ School

INCLUDED

- ✖ Retirement

EXTERIOR FEATURES

- ✔ Awnings

INTERIOR FEATURES

- ✔ Auto Garage Door Remote
- ✔ Carpet Free
- ✔ In-Law Capability
- ✔ Primary Bedroom - Main Floor
- ✔ Storage
- ✔ Water Heater

SPECIAL DESIGNATIONS

- ✔ Unknown

WATERFRONT

WATERFRONTYN N
WATERFRONT None

ROOM INFO

ROOM	LEVEL	DIMENSIONS	NOTES
Kitchen	Main	5.2 m x 3.3 m (17.06 ft x 10.83 ft)	Eat-In Kitchen, W/O To Balcony, Tile Floor
Living	Main	3.65 m x 5.3 m (11.98 ft x 17.39 ft)	Large Window, Tile Floor, Open Concept
Dining	Main	3.18 m x 2.78 m (10.43 ft x 9.12 ft)	Tile Floor, Open Concept
Br	Main	3.3 m x 3.77 m (10.83 ft x 12.37 ft)	Hardwood Floor, Closet, Large Window
2nd Br	Main	2.71 m x 3.17 m (8.89 ft x 10.4 ft)	Hardwood Floor, Closet, Window
3rd Br	Main	3.18 m x 4.4 m (10.43 ft x 14.44 ft)	Hardwood Floor, Closet, Window
Kitchen	Bsmt	7.14 m x 3.7 m (23.43 ft x 12.14 ft)	Combined W/Dining, Granite Counter, Backsplash
Dining	Bsmt	7.14 m x 3.7 m (23.43 ft x 12.14 ft)	Combined W/Kitchen, O/Looks Backyard, Ceramic Floor
Living	Bsmt	3 m x 3.75 m (9.84 ft x 12.3 ft)	Fireplace, Ceramic Floor, Window

WASHROOM INFO

# OF WASHROOMS	PIECES	LEVEL
1	3	
1	3	

EXTRAS

2 Car Garage! 5 car parking! Balcony, Finished basement with Walk up for in-lawpotential and rental potential.

LEASE TO OWN ITEMS

None

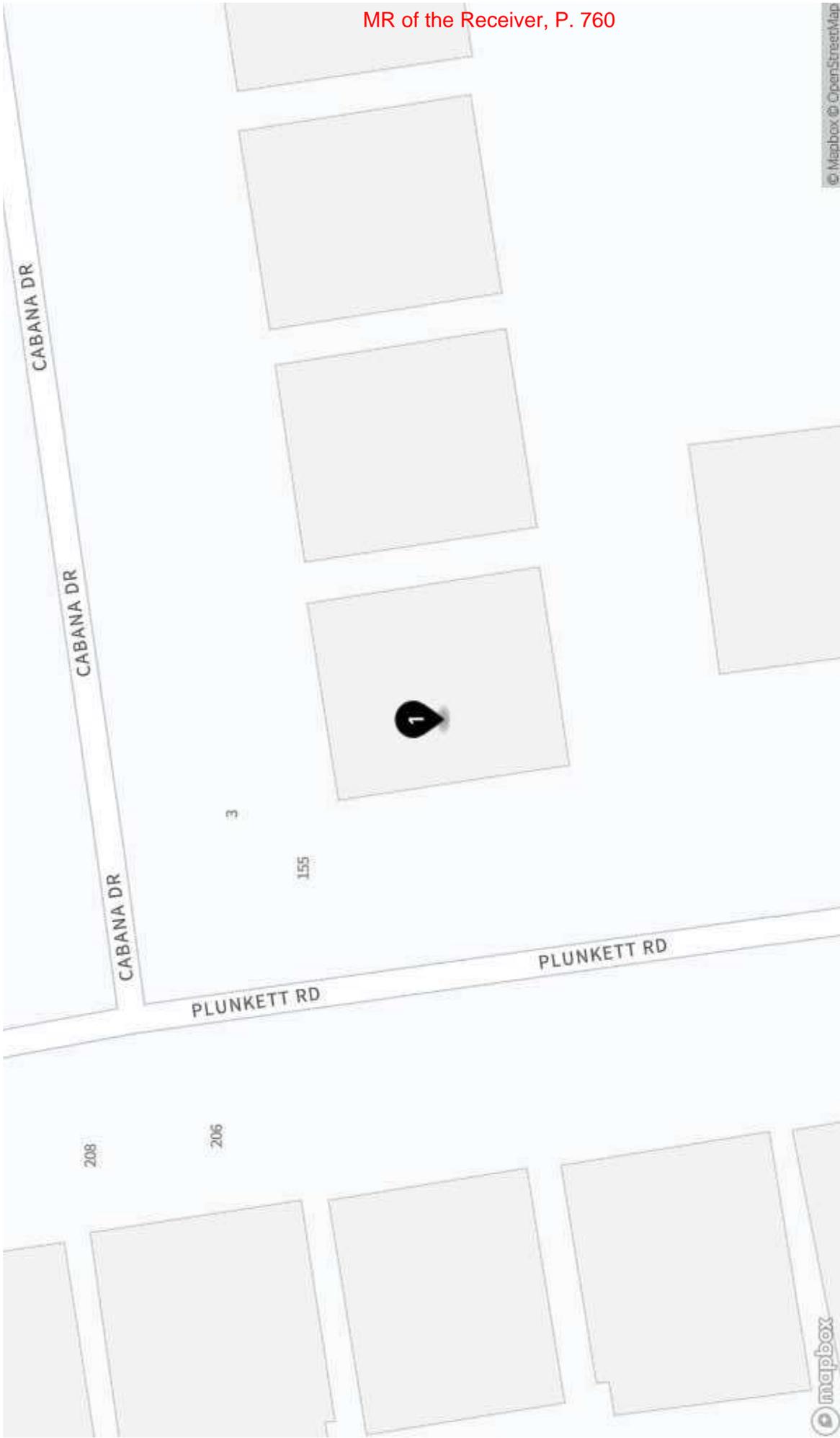
SHOWING REQUIREMENTS

Lockbox, List Salesperson

CONTRACTED WITH

HARVEY KALLES REAL ESTATE LTD.
416-441-2888

MR of the Receiver, P. 760



© Mapbox © OpenStreetMap



ADDRESS	BEDS	WR	TYPE	PRICE	SQFT	STATUS	DOM	MLS#
1 155 Plunkett Rd Toronto	3	2	Semi-Detached Bungalow	\$850,000	1100-1500	Sold	15	W9391783

AVERAGES

	MEAN	MEDIAN
PRICE	\$850,000	\$850,000

MR of the Receiver, P. 761

57 Dellbrook Cres, Toronto

Toronto W05, Humber Summit, Toronto, Ontario M9L
1E3

Semi-Detached Bungalow

SOLD \$780,000 ↓

TAXES \$3,223.25 (2023)

LIST \$799,000

W9359066

3+2 BEDS	3 BATHS	6+4 ROOMS	5 TOT PRK SPCS	19 DOM
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CLIENT REMARKS

This is the House you have all been waiting for. Perfect for extended Family. Property Two separate units great for potential income. Hard Wood Flooring through out. Two Level Deck , Great for entertaining. Child safe area. Walk to schools , Shopping and TTC. Fenced yard for Privacy and Pet safety.

LISTING INFORMATION

SOLD	\$780,000	SOLD DATE	10/08/2024
PIN#	103040144	POSSESSION	to be arranged
TAXES	\$3,223.25	REMARKS	
TAX YEAR	2023	SELLER PROPERTY	N
LEGAL DESCRIPTION	pt.lt.61,pl;7780	INFO STATEMENT	
STATUS	Sold		

PROPERTY INFORMATION

FRONTING ON	East	ROOMS	6+4
LOT SIZE	31.71 x 106.23 Feet	BEDROOMS	3+2
DIR/CROSS ST	no	WASHROOMS	3
DRIVEWAY	Private	KITCHENS	1
PARKING/DRIVE	Private	EXTERIOR	Brick
PARKING DRIVE	5	ROOF	Asphalt Shingle
SPACES		FOUNDATION	Concrete
TOTAL PARKING	5	GARAGE TYPE	None

SPACES		GARAGE PARKING	0
POOL	None	SPACES	
A/C	Central Air	BASEMENT	Apartment
HST APPLICABLE TO	Included	HEATING SOURCE	Gas
SALE PRICE		HEATING TYPE	Forced Air
AREA	Toronto	WATER	Municipal
MUNICIPALITY	Toronto W05	SEWERS	Sewers
COMMUNITY	Humber Summit		

INTERIOR FEATURES

✔ Suspended Ceilings

SPECIAL DESIGNATIONS

✔ Unknown

WATERFRONT

WATERFRONTYN N

ROOM INFO

ROOM	LEVEL	DIMENSIONS	NOTES
Living	Main	4.55 m x 4.2 m (14.93 ft x 13.78 ft)	
Dining	Main	2.82 m x 2.31 m (9.25 ft x 7.58 ft)	
Kitchen	Main	5.16 m x 1.96 m (16.93 ft x 6.43 ft)	
Prim Bdrm	Main	3.66 m x 2.9 m (12.01 ft x 9.51 ft)	
2nd Br	Main	3.25 m x 3.15 m (10.66 ft x 10.33 ft)	
3rd Br	Main	2.87 m x 2.74 m (9.42 ft x 8.99 ft)	
Rec	Bsmt	3.79 m x 3.12 m (12.43 ft x 10.24 ft)	
Kitchen	Bsmt	4.95 m x 2.21 m (16.24 ft x 7.25 ft)	
4th Br	Bsmt	5.21 m x 3.38 m (17.09 ft x 11.09 ft)	

WASHROOM INFO

# OF WASHROOMS	PIECES	LEVEL
1	2	Main
1	5	Main
1	3	Bsmt

SHOWING REQUIREMENTS

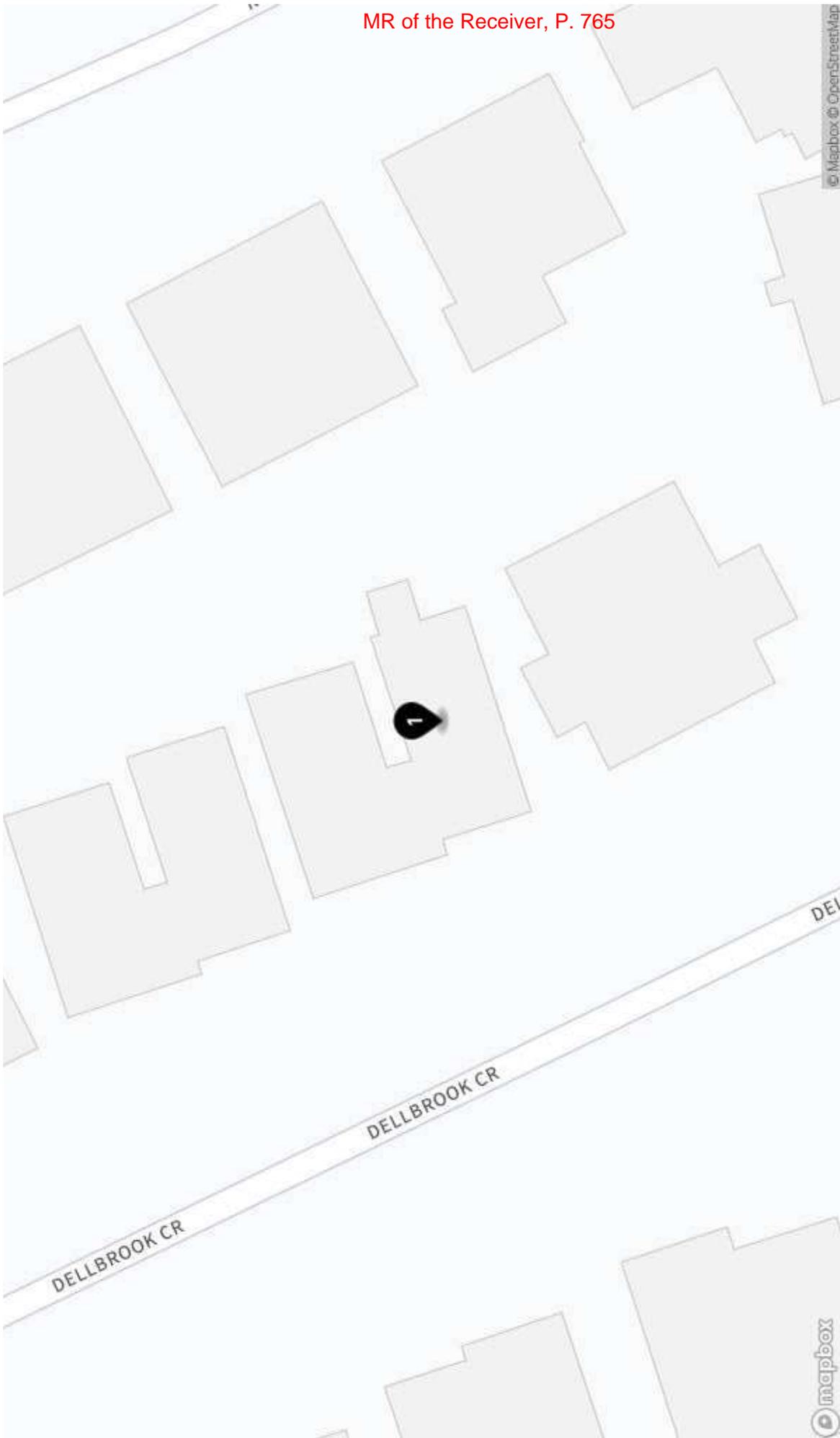
Showing System

CONTRACTED WITH

RIGHT AT HOME REALTY

289-357-3000

MR of the Receiver, P. 765



ADDRESS	BEDS	WR	TYPE	PRICE	SQFT	STATUS	DOM	MLS#
1 57 Dellbrook Cres Toronto	3+2	3	Semi-Detached Bungalow	\$780,000		Sold	19	W9359066

AVERAGES

	MEAN	MEDIAN
PRICE	\$780,000	\$780,000

MR of the Receiver, P. 766

APPENDIX B

MR of the Receiver, P. 768

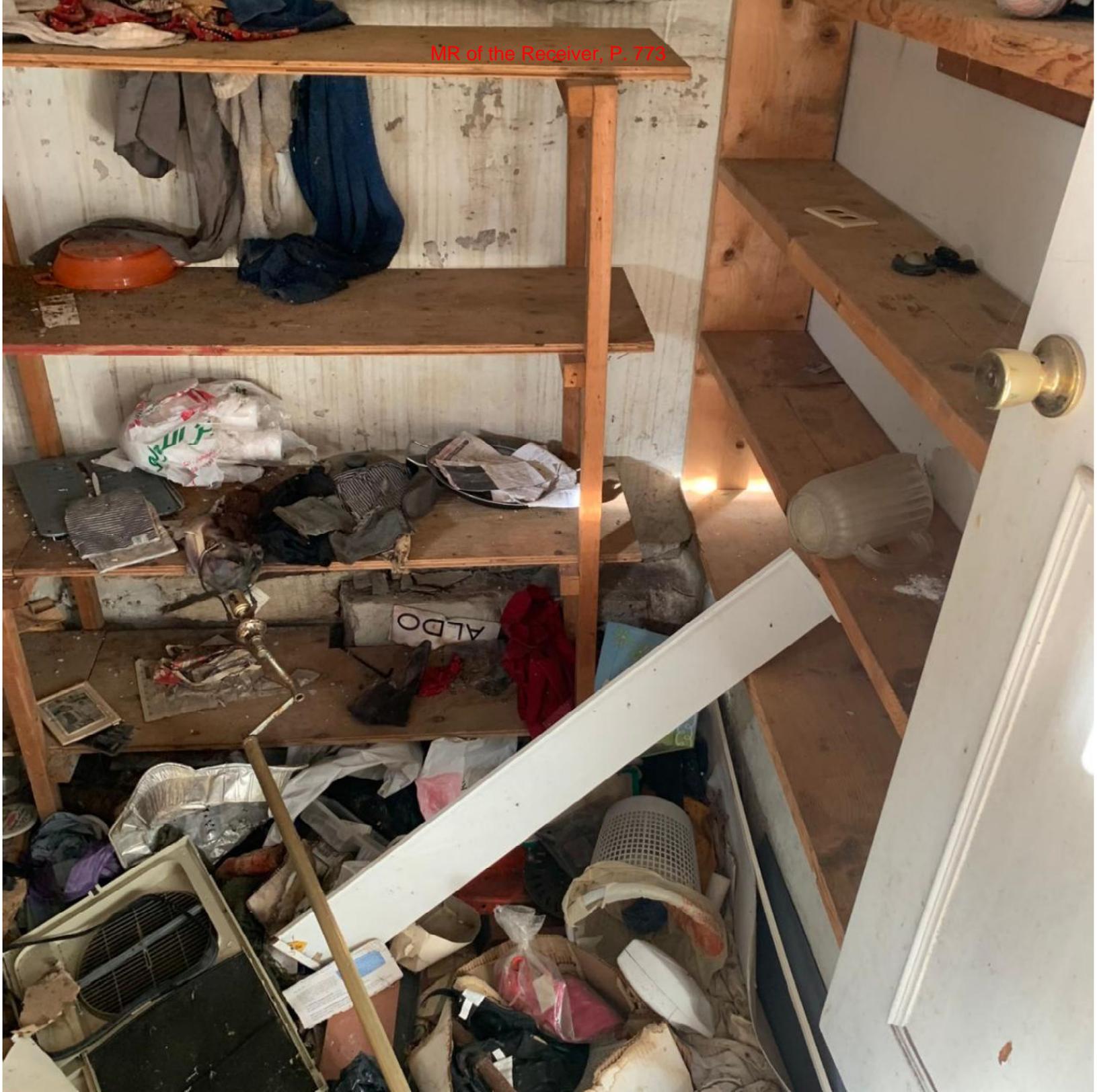






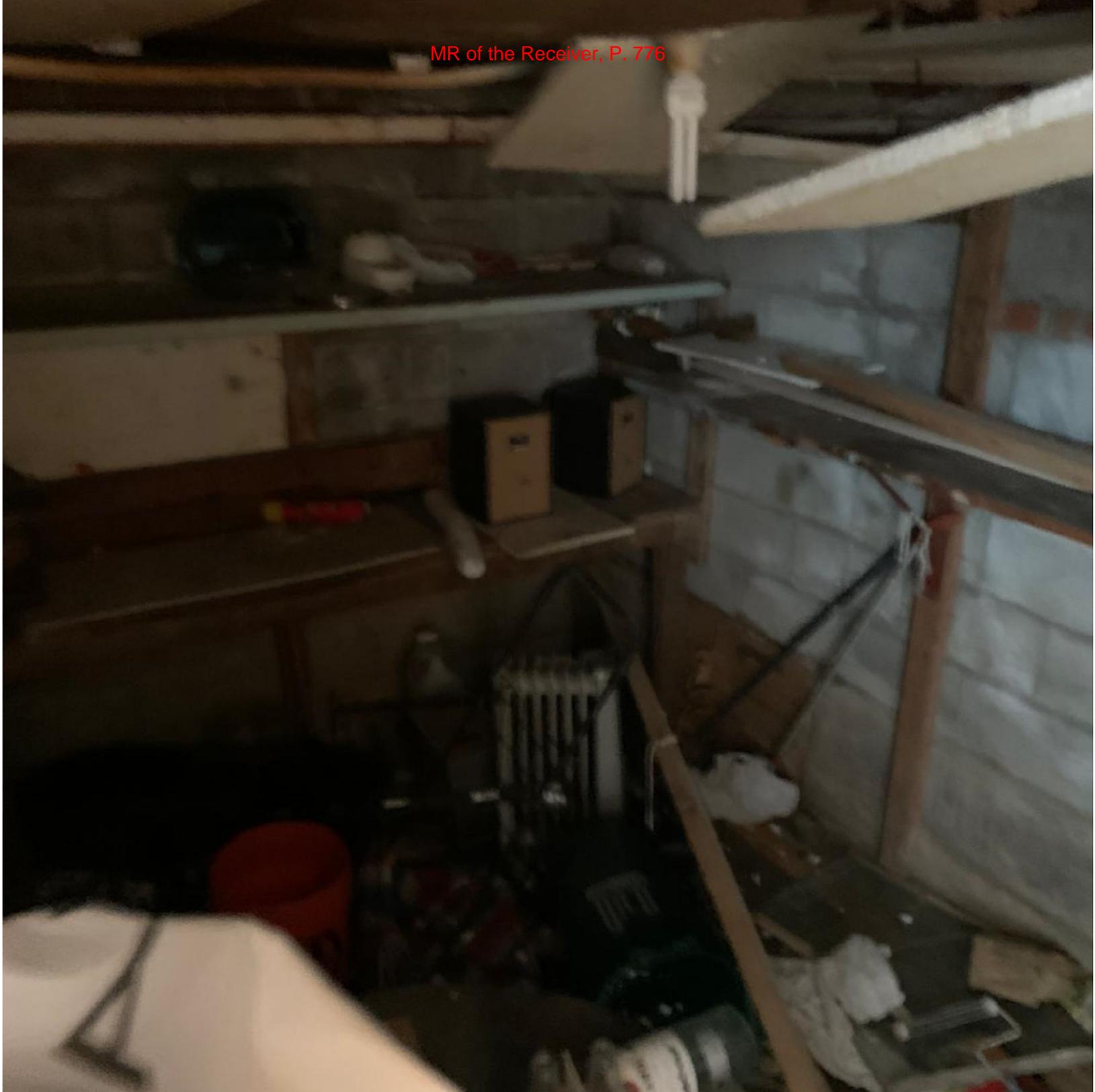
























MR of the Receiver, P. 783













DON'T
THE
PLEASE
FOR

APPENDIX C



December 6th, 2024

TDB Restructuring Limited
c/o Arif Dhanani
11 King St W, Suite 700
Toronto, Ontario
M5H 4C7

Marketing Report – 2849-2857 Islington Avenue, Toronto, Ontario (the “Property”)

Dear Arif,

You asked us for our views about selling the 5 lots comprising the Property on an individual basis and, in particular, our comments about whether each individual lot could be sold for \$800,000 as suggested in an affidavit filed in opposition to the sale approval for the Property.

Prior to being awarded the listing, Colliers Macaulay Nicolls Inc. (“Colliers”) underwrote the value of the Property from a variety of perspectives. We determined – and recommended to you through our listing proposal – that the Property be sold ‘en bloc’ as, in our view, the highest and best use for the Property was as a combined development site. We also have serious doubts that the individual lots would sell for \$800,000 per lot for the reasons set out below.

In reaching this conclusion, we determined at the time that fully-renovated semi-detached homes in the immediate area (semi-detached homes, making up most the Property’s current improvements) had sold recently between approximately \$980,000 and \$1,050,000. That said, the transactions we identified were not on Islington Avenue which is a busy street; accordingly, the comparable properties were superior to the subject Property. We also reviewed older detached houses, partially-renovated and renovated detached houses that sold in the immediate area (off Islington Avenue) and they all sold between \$950,000 and \$1,325,000. Finally, new and ‘0-5’ year old custom built semi-detached and detached homes in the area sold for between \$1,545,000 and \$1,840,000.

Based on our conversations with you we understand that each of the houses on the Property is currently uninhabitable and would require a full-scale renovation just to make them livable. A full renovation would require significant capital expenditure which we understand to be in the range of at least \$250,000 per house, based on estimates that we understand you obtained from a construction contractor.

On this basis, given the end sale prices of renovated homes in the area (i.e. between \$950,000 - \$1,325,000 for more desirable locations off Islington Avenue, with the high end being achievable for detached homes), it is unlikely that a builder would incur the risk of acquiring the individual lots for \$800,000 per lot when considering all of the hard and soft costs and other contingencies and risks inherent in undertaking a substantial renovation.

In our view, a total demolition of the homes, as an alternative to renovation, would be even more costly and less attractive to a potential buyer. A builder would need to build large homes (of between 2,500 and 3,500 square feet), with finished basements, in order to sell for between \$1,545,000 and \$1,840,000 (albeit there may

MR of the Receiver, P. 791

181 Bay Street, Suite 1400 | Main: +1 416 620 2803
Toronto, ON M5J 2V1 | Mobile: +1 647 620 5373
Canada



not even be a market for this along the subject stretch off Islington Avenue). The cost of this construction alone would be approximately \$600,000 - \$750,000 (based on the lowest end of the cost range per square foot provided by Altus' 2024 Canadian Cost Guide) plus soft costs. Accounting for an appropriate risk-adjusted profit margin, a builder would have to purchase each lot for significantly less than \$800,000 per lot and would likely be a riskier less profitable venture than fully renovating the existing homes.

While Colliers originally recommended in our listing proposal that the Property be marketed together as a whole, as we believed that the highest and best use of the Property was for a midrise project as-approved by the City of Toronto, we were still clear throughout our marketing materials, on MLS and on realtor.ca, that the Property consisted of four semi-detached homes and a detached home. We highlighted each lot's separate legal descriptions and municipal addresses and provided photos that clearly delineated each lot. Any individual home buyer, or renovator/builder could always have come forward throughout our two public marketing campaigns if they saw value in any of the existing houses.

Ultimately, all of the offers received were based on the Property as a whole and were likely submitted with the intent of further rezoning and/or building a midrise project because this, in our opinion, was (at the outset of the first sales process) and remains the highest and best use of the land, especially given the Property's entitlements.

We trust this report is satisfactory. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

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

Steve Kezyer

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

Alex Holiff

APPENDIX D

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

ONTARIO
SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

and

CONACHER KINGSTON HOLDINGS INC. and 5004591 ONTARIO INC.

Respondent

AFFIDAVIT OF SIMION KRONENFELD

I, **SIMION KRONENFELD**, of the City of Toronto, MAKE OATH AND SAY:

1. I am a director of AJGL Group Inc. (“AJGL”).
2. AJGL has for several years carried on business as, among other ventures, a property developer in various locations, including in the greater Toronto area, at times in association with other entities.
3. As set out in the Affidavit of Jamie Erlick sworn October 3, 2024 and in my first affidavit sworn in this matter on October 8, 2024, AJGL (through my efforts) assembled the five properties on Islington Avenue in Toronto (2849, 2851, 2853, 2855 and 2857 Islington Avenue, hereinafter the “**Toronto Lands**” or Properties) and developed these Properties over a number of years.

4. As such, I have personal knowledge of the facts and matters hereafter deposed, save and except where same are stated to be upon information and belief, and where so stated, I verily believe same to be true.
5. The Receiver has brought this motion on short notice. Specifically, my affidavit is being prepared in response to: the Notice of Motion of the Receiver dated November 25, 2024 served at 4:57 PM on November 25, 2024 for a motion returnable on Wednesday December 4, 2024 and with respect to the supplementary Motion record of the receiver dated November 29, 2024, served on Friday November 29, 2024, at 3 pm.
6. I note that the Receiver took a month (from the waiver of conditions by the purchaser on October 27, 2024 until service on November 25, 2024) to prepare and serve its motion record. In the circumstances, it is unfair that notice of only six business days was provided to me for the December 4, 2024 motion to sell my property. Further, it is unfair that notice of only two business days was provided that the Kingston sale had been terminated. We require additional time to prepare responding materials.
7. I was very surprised to learn late Friday night, November 29th, as set out in the Receiver's Supplementary Motion Record, that the Kingston sale fell through.
8. AJGL's submissions to the Court at the Motion heard on October 9, 2024, included the submission that the marketing of the Islington Properties should be paused until the Kingston Property sale closed or was otherwise terminated. I believe that the proceeds from the Court-approved Kingston sale would have been sufficient to repay in full the Cameron Stephens debt obligations, there would have been no reason to sell the Islington Properties, and also, no reason for me to consider offering to purchase the Islington

Properties. The Receiver was also aware, as set out in its motion material on the October 9, 2024 motion, that despite demands from the Receiver that the second and third mortgage on title to the Kingston Property produce proof that they had advanced any funds, neither the second nor third mortgage had provided any evidence that their mortgages were valid. In the circumstances, I did not think that the Receiver would entertain offers to sell the Properties.

9. I was not provided with any notice that the Receiver was entertaining offers and evaluating same for possible acceptance. The disclosure by the Receiver in its November 25th 2024 motion material that the Receiver had accepted a conditional offer to sell the Properties was very much a surprise to me.
10. In these circumstances, and for the other reasons set out herein, I am very concerned about the potential for offers which significantly undervalue the true market value of the Properties, being accepted by the Receiver.
11. As set out below, I am very concerned by certain omissions in the Receiver's motion material and reports regarding the sale of the Toronto Property to Arjun Anand in trust, (defined as the "Toronto Purchaser").
12. The December 4th motion materials of the Receiver do not state the proposed sale price of the Properties, with the result that I have no way to resolve my concerns (without precluding myself from presenting an offer).
13. My concerns have prompted me, in response to the Receiver's motion material for the December 4th motion, to submit an offer to purchase the Properties. Attached hereto as

“**Exhibit 1**” is a copy of a letter from my counsel, Paul Rooney, to the Receiver, attaching an offer to purchase for a cash, immediate payment and closing, for a purchase price of \$3 million.

14. I have attempted in this short time-period to set out particulars of my concerns, as follows.
15. In my view, the period of the re-listing of only four weeks (referenced in paragraph 27 b, ii of the Third Report) is much too short a time-period to expose the property to the market for a resale. Accordingly I am very concerned that the sale price (the “**Sale Price**”) to the Toronto Purchaser, may very well be improvident.
16. I cannot determine from a review of the Receiver’s motion material if the Sale Price is improvident because the Receiver’s motion material does not contain **any** information about the Sale Price, including any information about the relative Sale Price. Apart from when there is a “low ball offer” (see below), I understand why the receiver will not disclose the actual Sale Price, in the event the sale does not close. However, in my view, there is no valid reason why the receiver could not provide some information about the relative sale price. Further, as set out below, AJGL is in a unique position as a stakeholder who should be provided with an opportunity to respond to an offer to purchase, and, in any event to respond to a “low ball offer” (if the offer of the Toronto Purchaser is a “low ball offer”).
17. For example, I would have, at least, some information about whether the Sale Price is improvident if the Receiver were to disclose if the Sale Price is within a reasonable range (a certain percentage higher or lower) of:

- a) the sale price in the purchase agreement of Lakeshore Luxe Design and Build Group Inc, dated June 12, 2024, which was approved by the Honourable Justice Cavanagh pursuant to his honour's endorsement dated July 24, 2024;
- b) the price set out in recent offers to purchase, such as the following offers attached as exhibits to the affidavit of Mario Kalemi sworn July 19, 2024 (the "Kalemi Affidavit"):
 - i) As set out in Exhibit A of the Kalemi Affidavit, in early February 2022, we received an offer to purchase the Toronto Property for a purchase price of \$7,750,000. Pursuant to my instructions, the offer was signed back at a purchase price of \$8,250,000.
 - ii) As set out in Exhibit B of the Kalemi Affidavit, in late June 2022, we received an offer to purchase the Toronto Property for a purchase price of \$8,000,000. Pursuant to my instructions, the offer was signed back at a purchase price of \$8,300,000. The potential purchaser then signed back the offer for price of \$8,150,000.
 - iii) As set out in Exhibit I of the Kalemi Affidavit, in May of 2023 we received an offer to purchase the Toronto Property for the price of \$9.1 million.
- c) the total sale price of \$4 million which the five properties would generate if the five homes and Properties were sold individually to buyers of single family residential homes.

18. The Receiver's motion material does not provide a stakeholder with any information which would enable the stakeholder to determine if the Sale Price is improvident.
19. For example, there is no indication whether the sale price is reasonable relative to the appraised value of the Toronto Property. Neither the Receiver nor Colliers obtained any opinion of value of the Properties.
20. Accordingly, there is no indication in the Receiver's motion material whether the Sale Price is within a reasonable range of the appraised value of a certified appraiser.
21. There is no reference in the Receiver's motion material whether the sales agent, Colliers, is of the view that the Sales Price is reasonable or fair. There is no indication in the Receiver's motion material whether the Sale Price is within a reasonable range of a price which Colliers views as a reasonable or fair Sale Price.
22. In any event, because Colliers has, as set out below, only marketed the Properties as a bulk sale to a developer, I assume that Colliers must be of the opinion (if they turned their minds to the issue - and there is no indication in the Receiver's motion material that anyone has averted to this issue), that the sale price generated by a sale to a developer would exceed the \$4 million sale price generated by selling to individual home buyers. The fact that the Properties were only marketed and offered for sale as a bulk sale to a developer is evident from the two page listing on Colliers webpage (attached hereto as **Exhibit 2**), which describes the property as "Approved Mid-Rise Redevelopment Land" and "redevelopment opportunity" "this future development" and "0.84 acres of Prime Development Land Across 5 Adjacent Parcels". This is also evident from the fact that Colliers did not at any time list any of the homes/individual properties for sale. Simply,

none of the five homes/properties were marketed or offered for sale to individual residential home buyers.

23. There is no indication in the Receiver's motion material whether the Sale Price is within a reasonable range of recent sales of comparable properties. The receiver's motion material does not even identify whether the Receiver considered the sale price of comparable sales.
24. It appears that Colliers and the Receiver have not indicated to the market any expected price range, or asking price, for the relisting of the Property. My concern is that when a first offer has failed to close, market participants who have not submitted an offer because they thought the original asking price was too high, are no longer considering the property because they assume that the relisted price is in the same, original asking price range. In circumstances where a seller has an appetite for accepting a reduced price, the market should be given some indication of same, to keep bidders at the table who previously thought they were priced out of the market.
25. There is no indication in the Receiver's motion material, or in Colliers marking material, that offers for the property will be considered which are within a specified price range. For these Properties I would have expected Colliers to communicate that the expected price range is at least \$6.5 million.
26. There is no indication in the Receiver's motion material of what the Receiver considers to be comparable properties. In my view, comparable properties should consider the two separate value scenarios represented by the properties: 1) the properties are an assembly of five properties approved for development and suitable for development of multiple

units, and 2) the properties consist of five separate homes which could be marketed and sold as five residential homes. Colliers has only considered and marketed the property based on the value scenario as development property – I am fine with this as long as the sale price exceeds the sale prices (\$4 million) which would be realized if the five homes are sold separately.

27. Because the five homes could be sold separately as residential homes, the projected sale price of the five homes is in my view a “floor price” – the lowest possible price for the properties assuming they are sold to five separate residential home buyers. In my opinion the minimum total sale price if the properties were sold to five separate residential home buyers is \$4 million, based on an average sale price of \$900,000 per home. Further if between \$10 to 15 thousand were spent on each of 2851, 2853, 2855 and 2857 Islington Avenue then the sale price would be in the \$950,000 to \$1million sale price range for each of these properties. The property at 2849 Islington Avenue is the largest property with the largest home. If \$100,000 is spent fixing up this property, then I believe it would sell for approximately \$1.2 million.
28. There is no indication in the Receiver’s motion material whether the Sale Price is within a reasonable range of the sale proceeds which would be generated if the properties were sold to five separate residential home buyers.
29. There is no indication in the Receiver’s motion material if the Receiver determined a floor price for the Properties. That is, there is no indication in the Receiver’s motion material if the Receiver determined the price at which an offer is unreasonable and improvident.

30. We have disclosed to the Receiver the prices we paid to purchase the properties ten years ago, in 2014. The 2014 purchase prices of the properties are summarized in the chart at paragraph 117 of the Mr. Erlick's affidavit, copied here for ease of reference:

Date	Property	Price	Exhibits Hereto
2014-09-04 (Closing Date)	2849	\$1,253,000	11
2014-09-04 (Closing Date)	2851	\$650,000	20 (2851 APS) 22 (Assignment)
2014-09-04 (Closing Date)	2853	\$655,000	25 (2853 APS) 27 (Assignment)
2014-09-04 (Closing Date)	2855	\$473,000	30 (2855 APS) 32 (Assignment)
2014-03-26 (Closing Date)	2857	\$656,000	35 (2857 APS) 37 (Assignment)
		TOTAL	
		\$3,692,500	

31. There is no indication in the Receiver's motion material whether the Sale Price is within a reasonable range of the prices paid for the properties ten years ago.

32. I am very concerned that the short exposure time of four weeks, in circumstances where a previous offer recently did not close, is a recipe for attracting a “low ball offer”, also called a “stink bid”.
33. I am particularly concerned about a stink bid because I have been advised by a couple of my contacts in real estate that they are seeing a prevalence of stink bids to acquire properties, and that I should start making low ball offers. The theory is that properties are being sold without canvassing the interest of ‘patient money’, meaning buyers who have the appetite to buy and hold. To use a hypothetical example, a property which last year was valued at \$100 million and offered for sale at \$100 million is, when no offers of \$100 million come in, not being exposed to the market at a **disclosed reduced** price. I have heard comments like ‘I would have offered \$10 million more if I had known offers in this price range would be considered’. The end result is that the buyers with patient money are not at the table, and the property is scooped up by a stink bid.
34. In my view the integrity of the sales process by the Receiver requires that stink bids be disclosed to the stakeholders.
35. While there are good reasons why I should be able to purchase the Properties at a discount – as owner, assembler and developer who has worked hard over 10 years to develop the Properties and someone who is buying the same property twice – I acknowledge that my offer is at least \$1 million dollars less than the proceeds of sale if each of the five properties are sold as a residential home to individual purchasers.
36. I understand that if a stakeholder wants to obtain disclosure of the Sales Price they have to agree that they cannot offer to purchase the Properties. In my view, to guard against a

stink bid the opposite should prevail - the stakeholders should be provided with the stink bid sales price and be provided with an opportunity to bid against it.

37. The integrity of the sales process does not, in my view, warrant the protection of stink bids from competing bids. The consideration of stink bids should be an exception to the redaction/sealing of the document which sets out the price offered by a purchaser. At a minimum, disclosure of the relative sales price would put stakeholders on notice of a stink bid.
38. In my view the integrity of the sales process requires that notice of the proposed sale price be provided to all stakeholders, unconditionally, if the Receiver is considering accepting a sales price which is, percentage wise, significantly less than any of: 1) the prices paid to acquire the properties; 2) the prices which would be generated if the property was marketed differently (ex. as separate homes); 3) recent offers to purchase the properties; 4) a recent sale price approved by this honourable court.
39. Further and in any event, in my view the Receiver should notify stakeholders that it will entertain offers in a certain range. For example, if a Receiver has changed its position from the price in an accepted offer (ie. the Luxe offer) to where the Receiver is now willing to accept a significantly lower price, the stakeholders should be advised of same by the Receiver.
40. I believe that my price of \$3,000,000 is much less than the proceeds of sale which would be generated if the properties were marketed for more than four weeks or if the properties were marketed and sold as individual homes. By making an offer with a publicly disclosed price the other stakeholders can make an offer for a higher price. Simply, I am

CAMERON STEPHENS
MORTGAGE CAPITAL LTD. **and** **CONACHER KINGSTON**
HOLDINGS INC., et al

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

Applicant Respondent

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

AFFIDAVIT OF
SIMION KRONENFELD

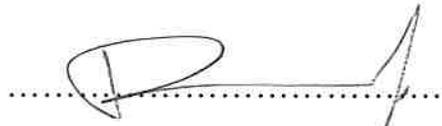
DENIS LITIGATION

Barristers
365 Bay Street
Suite 800
Toronto, Ontario
M5H 2V1

S. Dale Denis (LSO #: 29452M)
Tel: (416) 479-3417
Email: dale@dilitigation.com

Lawyers for AJGL GROUP INC.

This is **Exhibit 1** to the affidavit
of Simion Kronenfeld, sworn
before me this 3rd day of
December 2024.

A handwritten signature in black ink, consisting of a large loop on the left and a sharp, upward-pointing stroke on the right, crossing a horizontal dotted line.

Commissioner for taking Affidavits (or as may
be)

DEAN IP

**Dean Christopher Ip Fung Chun
Barrister, Solicitor, Notary Public**

From: rooney@paulfrooneyprofcorp.com <rooney@paulfrooneyprofcorp.com>
Sent: December 3, 2024 1:07 PM
To: adhanani@tdbadvisory.ca
Cc: 'Avrom Brown' <abrown@GARFINKLE.com>; steve.keyzer@colliers.com
Subject: Potential Sale by Receiver of lands on Islington Avenue

Gentlemen,

Please see attached my correspondence of today, with attached Purchase Agreement, deposit, and proof of available funds to close, in relation to the above topic.

Yours very truly,

Paul F. Rooney

Paul F. Rooney Professional Corporation
Barrister & Solicitor,
121 King Street West, Suite 510
Toronto, ON M5H 3T9

Direct Line: 647-981-7838

Email: rooney@paulfrooneyprofcorp.com

Paul F. Rooney
Professional Corporation
Barrister & Solicitor

121 King Street West, Suite 510
Toronto, Ontario
M5H 3T9

Telephone: (647) 981-7838
Email: rooney@paulfrooneyprofcorp.com

BY EMAIL
December 3, 2024

Our File No. 19507

TDB Restructuring Limited,
11 King Street West, Suite 700
Toronto, Ontario M5H 4C7

Attention: Arif Dhanani adhanani@tdbadvisory.ca

AND TO
Garfinkle Biderman LLP
801-1 Adelaide Street East
Toronto, ON M5C 2V9
Attention: Avrom W. Brown abrown@garfinkle.com

AND TO
Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1
Attention: Steve Keyzer steve.keyzer@colliers.com

Re: Re: Receivership of properties located at 2857 Islington Avenue, Toronto (the “Islington Properties”) and 311 Conacher Drive, Kingston (the “Kingston Property” and with the Toronto Property, the “Properties”)

As previously advised, we are commercial and real estate counsel for AJGL Group Inc. It was only in the Motion materials recently served late Friday, November 29, 2024 by Paliare Roland (counsel for the Receiver) returnable December 4, 2024, that my client first became aware that the agreed sale of the Kingston Property had fallen through. As you are aware, my client’s submissions to the Court at the prior Motion included the submission that the marketing of the Islington Properties should be paused until the Kingston Property sale closed or was otherwise terminated. Given the fact that the proceeds from the Court-approved Kingston sale would have been sufficient to repay in full the Cameron Stephens debt obligations, there would have been no reason to sell the Islington Properties, and also, no reason for my client to consider offering to purchase the Islington Properties. Further, your Second Report as Receiver disclosed that, despite demands to them, the Second and Third mortgagees on the

Kingston Property still had not provided any proof of any actual advances thereunder or indebtedness outstanding, meaning the validity of any claim by them remains unproven.

Despite my client's position as a beneficial owner of the Islington Properties, no notice was given to my client that offers for the Islington Properties were being entertained and evaluated for potential acceptance. The disclosure by the Receiver a few days ago that a conditional contract had been entered into for the sale of the Islington Properties by the Receiver was a surprise to my client.

At the same time, in this context, my client is now even more concerned with the potential for offers that significantly undervalue the true value of the Islington Properties being accepted by the Receiver. The Motion materials do not state the proposed sales price for the Islington Properties, with the result that my client has no way to resolve its concerns in that respect. Therefore, an offer to purchase the Islington Properties is being submitted to the Receiver today. The offer is for \$3,000,000, and includes a 10% deposit of \$300,000 as required in your standard form of agreement. There is no due diligence condition, nor other conditions, save for being conditional on the obtaining of the Approval and Vesting Order in favour of this purchaser. This offer (signed by the purchaser) is open for acceptance by the Receiver until such date as the Court determines whether or not it should be accepted (and if accepted, then until the date the Receiver obtains court approval for the Agreement). It is not necessary that the purchaser have access to the Confidential Data Room, and so there is also no need for a Confidentiality Agreement regarding the data in the Confidential Data Room. However if for some reason the Receiver shows a need for the Confidentiality Agreement, the purchaser is willing to provide a confidentiality agreement that is appropriate to this context.

In addition to the enclosed deposit from the purchaser (in form of my trust cheque payable to Garfinkel Biderman LLP in trust, as counsel for the Receiver), I am also enclosing confirmation from the Bank of Nova Scotia that the purchaser has liquid funds available to it in excess of \$3,000,000, which is evidence of the ability of the purchaser to close the transaction. The principal of the purchaser is Simion Kronenfeld, who is an experienced land developer, and has the ability to complete this transaction. I note that he or his associated entities already once before assembled and completed the acquisition of these lands, which is evidence of that ability.

The existence of this offer and Agreement should be considered by the Receiver, and also made known to the Court in relation to the December 4 Motion. If the Receiver wishes additional information in respect of this Agreement, please let me know. If this offer and Agreement is not going to be recommended to the Court by you on December 4, my client will require additional time to prepare to respond to the Motion. Please advise me as to the forgoing as soon as possible.

Yours very truly,

Paul F. Rooney
Professional Corporation

per

Paul F. Rooney
PFR:md

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT made as of the 4th day of December 2024.

BETWEEN:

TDB RESTRUCTURING LIMITED (the "Receiver")

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

(the "Vendor")

and

1001079582 ONTARIO INC., a corporation formed pursuant to the laws of Ontario

(the "Purchaser")

RECITALS:

- A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated December 6, 2023, (the "Appointment Order") RSM Canada Limited was appointed as Receiver over the lands legally described in Schedule "A" attached hereto, effective December 22, 2023;
- B. Pursuant to the Substitution Order of the Ontario Court of Justice (Commercial List) dated March 1, 2024, (the "Substitution Order") the Receiver's name was substituted in the place of the name of RSM Canada Limited;
- C. The Vendor desires to sell and the Purchaser desires to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

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

SECTION 1 - INTERPRETATION

1.1. Definitions

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

- (a) **"Acceptance Date"** means the date that this Agreement is executed and delivered by the Parties;
- (b) **"Agent"** shall mean Colliers Macaulay Nicolls Inc.;
- (c) **"Agreement"** means this Agreement of Purchase and Sale, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;
- (d) **"Applicable Laws"** means, with respect to the Purchased Assets or to any Person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Person, property, transaction or event;
- (e) **"Assumed Liabilities"** has the meaning ascribed to it in Section 2.10.
- (f) **"Business Day"** means a day on which banks and the Land Registry Office for the City of Toronto are open for business but does not include a Saturday, Sunday, or statutory holiday in the Province of Ontario;
- (g) Intentionally deleted.
- (h) **"Claim"** means any claim, demand, action, cause of action, damage, loss, cost, liability or expense (including legal fees on a substantial indemnity basis) and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- (i) **"Closing"** means the successful completion of the Transaction;
- (j) **"Closing Date"** means that date that is six (6) business days immediately following the date upon which the Approval and Vesting Order is granted.

- (k) Intentionally Deleted

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

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

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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

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- (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;
- (l) "**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;

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- (ss) **"Reports"** means collectively any written reports or documents received or obtained by the Receiver from any third party regarding any aspect of the Property;
- (tt) **"Rights"** has the meaning ascribed to it in Section 2.13;
- (uu) Intentionally deleted;
- (vv) Intentionally deleted.
- (ww) Intentionally deleted;
- (xx) Intentionally deleted;
- (yy) **"Transaction"** means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;
- (zz) **"Transfer Taxes"** means all HST, Land Transfer Tax, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated together with interest, penalties and additional amounts imposed with respect thereto;
- (aaa) Intentionally deleted.
- (bbb) **"Vendor Closing Conditions"** has the meaning ascribed to it in Section 4.3;
- (ccc) **"Vendor's Solicitor"** means the law firm of Garfinkle Biderman LLP;
- (ddd) **"Approval and Vesting Order"** means the order of the Court approving the sale by the Receiver to the Purchaser of the Purchased Assets and vesting all rights, title and interest of the Purchased Assets in favour of the Purchaser free and clear of all Encumbrances (other than Permitted Encumbrances) (in a form to be agreed upon by the parties);
- (eee) **"Vesting Order Motion"** means a motion by the Receiver seeking the granting of the Approval and Vesting Order; and
- (fff) **"Work Orders"** means any work orders, deficiency notices, outstanding building permits, orders, or requirements to comply with any Applicable Laws or issued by any Governmental Authorities.

1.2. Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of

this Agreement. The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof

1.3. Extended Meanings

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

1.4. Schedules

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

- Schedule "A" Property
- Schedule "B" Permitted Encumbrances
- Schedule "C" Excluded Assets
- Schedule "D" Intentionally deleted

SECTION 2 - SALE AND PURCHASE AND ASSIGNMENT

2.1. Sale and Purchase of Purchased Assets

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

2.2. "As is, Where is"

The Purchaser acknowledges and agrees that

- (a) the Vendor is selling and the Purchaser is purchasing the Purchased Assets on an "as is, where is" basis subject to whatever defects, conditions, impediments, Hazardous Materials or deficiencies which may exist on the Closing Date, including, without limiting the generality of the foregoing, any latent or patent defects in the Purchased Assets. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to any matter including, title, encumbrances, description, fitness for purpose or use, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, zoning,

permitted uses, permits, compliance with Applicable Laws of Government Authorities, threatened claims, litigation, the existence or non-existence of Hazardous Materials flowing onto or from the Property or any part thereof, or in the air, surface or ground water flowing through, onto or from the Property, or any part thereof, any non-compliance with Environmental Laws including any adverse matters contained in the Reports (the "Environmental Condition"), compliance with any or all Environmental Laws, or in respect of any other matter or thing whatsoever concerning the Purchased Assets, or the right of the Vendor to sell or assign same save and except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply hereto and are hereby waived by the Purchaser. The descriptions of the Purchased Assets set out in this Agreement or in the Property Documents are for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the completeness or accuracy of such descriptions. The Purchaser further acknowledges that the Property Documents and all other written and oral information (including, without limitation, any analyses, financial information and projections, compilations, studies and the Plans) obtained by the Purchaser from the Vendor or the Agent with respect to the Purchased Assets or otherwise relating to the Transaction has been provided for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendor shall not be under any obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser's responsibility to take possession of the Purchased Assets.

- (b) notwithstanding any statutory provisions to the contrary, the Purchaser has no right to submit requisitions on title or in regard to any outstanding Work Orders, and the Purchaser shall accept the title to the Property subject to the Permitted Encumbrances and the Environmental Condition.
- (c) the various parties who prepared the Property Documents may have restricted the use thereof to the Debtor only, in their respective retainers with the Debtor and any purported conveyance of any of the Property Documents by the Vendor to the Purchaser may be subject to such limitations.
- (d) Without limiting the generality of this Section 2.2, the Purchaser acknowledges and agrees that the parties have expressly agreed to exclude from this Agreement all express or implied representations and warranties with respect to the following matters:
 - (i) the compliance of the Property with Applicable Laws, by-laws or regulations including without limitation, municipal zoning by-laws and regulations;
 - (ii) any easements, rights of way, instruments, documents, agreements or other registered or unregistered interest in the Property which impacts the

- use, enjoyment, income or development opportunities connected with the Property;
- (iii) that the present use or any future use of the Purchased Assets intended by the Purchaser is or will be lawful or permitted;
 - (iv) the execution, good standing, validity, binding effect or enforceability of the Permitted Encumbrances;
 - (v) that the Vendor has any right, title or interest in any goodwill associated with the Purchased Assets, or the use of any name associated with the operation of the Purchased Assets;
 - (vi) the description, title, condition, value, state of repair and fitness for any purpose of the Purchased Assets; and
 - (vii) the compliance of the Property with Environmental Laws, Reports or the existence or non-existence of Hazardous Materials, environmental, soil or water contamination or pollution on or about the Property, or otherwise with respect to the environmental condition of the Property;
- (e) the Property Documents and any assets lists, information packages and other material concerning the Purchased Assets or the sale thereof provided by or on behalf of the Vendor and the Agent have been prepared solely for the convenience of the Purchaser and are not warranted or represented to be complete or accurate and are not part of this Agreement (unless specifically provided in such material) and the descriptions of the Purchased Assets provided to the Purchaser are for the purposes of identification only, no conditions, warranty or representation has been or will be given by the Vendor concerning the accuracy, completeness or any other matter concerning such descriptions;
- (f) the Vendor is entering into this Agreement solely in its capacity as Receiver of the Property pursuant to the Appointment Order and not in its personal or other capacity and the Vendor and its agents (including the Vendor's Solicitors), officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith;
- (g) save as to any valid objection to title made in respect of matters arising after the Acceptance Date, the Purchaser shall be conclusively deemed to have accepted the title to the Property and to have accepted the Property subject to the Permitted Encumbrances and the Environmental Condition and subject to all Applicable Laws, by-laws and regulations affecting its use. If any valid objection to title expressly permitted herein is made by the Purchaser prior to the Closing Date, which the Vendor is unwilling or unable to remove, remedy, or satisfy and which the Purchaser will not waive or is not satisfied by title insurance, then the Receiver may terminate this Agreement by notice to the Purchaser, whereupon, except as herein expressly set forth, the Deposit without interest accrued thereon shall be forthwith returned to the Purchaser in accordance with and subject to the

terms in Section 2.5 and 2.12 each of the Purchaser and the Receiver shall be released from all obligations under this Agreement;

- (h) the Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such of the foregoing as are in the possession or control of the Receiver;
 - (i) the Purchaser acknowledges that, the Vendor has provided the Purchaser access to the Data Room and that the Purchaser has had sufficient opportunity to review, and has satisfied itself with respect to, the Property Documents. If for any reason the transaction is not completed, the Purchaser shall forthwith return the Property Documents, and delete any electronic copies of them in its possession or control. The Vendor makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained in any of the Property Documents; and
- in entering into this Agreement, the Purchaser has relied and will rely entirely and solely upon its own inspections and investigations with respect to the Property and the Purchased Assets, including the physical condition and the Environmental Condition of the Purchased Assets including compliance with Applicable Laws and has relied solely upon its own judgement resulting from doing so and has not relied and will not rely on any information, written or oral, furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor including the Agent, including with respect to value of the Purchased Assets, the development potential of the Property, adequacy, marketability, quantity, location, condition, quality, fitness or state of repair. The information in the Data Room and description of the Purchased Assets in any marketing material, listing information, and any like material delivered or made available by the Vendor and/or the Agent, the Vendor's agents or any other party on its behalf to the Purchaser or its representatives are believed to be correct, but if any misstatement, error, inaccuracy or omission (collectively the "Inaccuracies") is found in the them, the Purchaser shall not be entitled to any abatement, damages, reimbursement, costs or to termination of this Agreement as a result of them and the Purchaser releases the Vendor and its agents from any Claims the Purchaser had, has or may have as a result of such Inaccuracies.

2.3. Permitted Encumbrances

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

2.4. Purchase Price

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets (the "Purchase Price") shall be an amount of \$3,000,000.00, allocated as set out in paragraph 2.7.

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2.5. Deposit

The Parties acknowledge and agree that the sum of \$300,000.00, being ten (10%) percent of the Purchase Price (the "**Deposit**") will be delivered by the Purchaser to the Vendor's solicitor in trust within 24 hours of acceptance of an executed copy of the Agreement by the Purchaser and the Vendor. The Deposit shall be held in a non-interest bearing account of a Canadian chartered bank or trust company, in trust and to be disbursed in accordance with the following provisions:

- (a) if the purchase and sale of the Purchased Assets is completed on the Closing Date, then the Deposit shall be released from trust and applied towards payment of the Purchase Price;
- (b) if the purchase and sale of the Purchased Assets is not completed on the Closing Date for any reason other than the default of the Purchaser hereunder, then the Deposit shall, subject to any Claim by the Vendor for damages under Section 2.12(d) herein, be released from trust and paid to the Purchaser in full satisfaction of all Claims incurred by the Purchaser as a result of such non-completion; or
- (c) if the purchase and sale of the Purchased Assets is not completed on the Closing Date as a result of the Purchaser's default hereunder, then the Deposit shall be forfeited to the Vendor and released from trust as liquidated damages and not as a penalty and paid to the Vendor without prejudice to the Vendor's rights to reimbursement on account of any Claim of the Vendor against the Purchaser as a result of such failure and the Vendor shall be entitled to pursue all of its rights and remedies against the Purchaser, including the resale of the Purchased Assets. Upon any such resale, the Purchaser shall pay to the Vendor: (i) an amount equal to the amount, if any, by which the Purchase Price under the Agreement exceeds the net purchase price received by the Vendor pursuant to such resale (net of any commissions and costs and expenses incurred to effect the completion of such resale including legal costs on a full indemnity basis), and (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of the Transaction or occasioned by the Purchaser's failure to comply with this Agreement.

2.6 Payment of Purchase Price

The Purchase Price shall be paid and satisfied as follows:

- (a) on Closing, the Deposit shall be released from trust and credited against the Purchase Price in accordance with Section 2.5(a); and
- (b) on Closing, the Purchase Price, subject to adjustments and minus the amount paid to the Vendor pursuant to Section 2.6(a), shall be paid to the Vendor or as the Vendor may direct in writing by way of wire transfer using the Large Value Transfer System.

2.7 Intentionally deleted.

2.8 Adjustment of Purchase Price

- (1) The Purchase Price shall be adjusted as of the Closing Date in accordance with the terms of this Agreement for any property taxes (including interest thereon, if applicable), utilities and any other items which are usually adjusted in purchase transactions involving assets similar to the Purchased Assets in the context of a Court supervised sale (the "Adjustments"). The Receiver shall prepare a statement of adjustments and deliver same to the Purchaser for its approval by no later than 3 Business Days prior to the Closing Date. If the amount of any Adjustments required to be made pursuant to this Purchase Agreement cannot be reasonably determined as of the Closing Date, an estimate shall be made by the Vendor as of the Closing Date based upon the best information available to the Vendor at such time. When such cost or amount is determined, the Vendor or Purchaser, as the case may be, shall, within 30 days of determination, provide a complete statement thereof to the other and within 30 days thereafter the Vendor and the Purchaser shall make a final adjustment as of the Closing Date for the item in question. In the absence of agreement by the Parties the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Vendor and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the Parties. All re-adjustments shall be requested in a detailed manner on or before the 60th day after the Closing Date, after which time neither party shall have any right to request re-adjustment.
- (2) Other than as provided for in this section 2.8, there shall be no Adjustments to the Purchase Price.

2.9 Excluded Liabilities

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

2.10 Assumed Liabilities

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

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

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

(the foregoing being the "Assumed Liabilities").

2.11 Taxes

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

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

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

2.12 Inspections

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

- (a) any invasive testing shall require the Vendor's written approval prior to such testing;
- (b) the Purchaser shall provide at least two Business Days' notice to the Vendor of any such tests and inspections and the Vendor will be entitled to have a representative present during all such tests and inspections;
- (c) all soil tests or environmental audits shall be coordinated with the Vendor;

- (d) any damage to the Property caused by such tests and inspections will be promptly repaired by the Purchaser and the Purchaser will indemnify and save the Vendor harmless from all Claims which the Vendor may suffer as a result of the said tests and inspections or any other breach of this Section by the Purchaser; and
- (e) prior to entering the Property to conduct the Purchaser's tests and investigations, the Purchaser shall deliver (or shall cause its representatives completing the Purchaser's investigations on its behalf to deliver) to the Vendor evidence of liability insurance coverage for at least \$2,000,000.

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

2.13 Non-Transferable and Non-Assignable Purchased Assets

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

- (a) maintain its existence and hold the Rights in trust for the Purchaser;
- (b) comply with the terms and provisions of the Rights as agent for the Purchaser at the Purchaser's cost and for the Purchaser's benefit;
- (c) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser; and
- (d) enforce, at the reasonable request of the Purchaser and at the expense and for the account of the Purchaser, any rights of the Vendor arising from such Rights against any third Person, including the right to elect to terminate any such Rights in accordance with the terms of such Rights upon the written direction of the Purchaser.

In order that the full value of the Rights may be realized for the benefit of the Purchaser,

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

2.14 Intentionally deleted.

2.15 Approval and Vesting Order

- (a) The Receiver and the Purchaser acknowledge that:
 - i. this Agreement is subject to Court approval; and
 - ii. closing of the Transaction is subject to the issuance of the Approval and Vesting Order.
- (b) If this Agreement is accepted by both parties, the Receiver shall use its commercially reasonable efforts to promptly thereafter file and serve the Vesting Order Motion on notice to the necessary parties.
- (c) If the Receiver accepts this Agreement, the Purchaser shall provide all information if any, and take any such actions as may be reasonable requested by the Receiver to assist the Receiver in obtaining the Approval and Vesting Order and any other order of the Court reasonably necessary to consummate the Transaction.
- (d) From and after the Acceptance Date, the Receiver shall provide such prior notice as may be reasonable under the circumstances before filing any materials with the Court that relate, in whole or in part, to this Agreement, the Purchaser, or the Approval and Vesting Order and shall consult in good faith with the Purchaser regarding the content of such materials prior to any such filing (provided that the Receiver shall not be obligated to incorporate the comments of the Purchaser and do any such filings).

2.16 Closing Certificate

The parties hereto acknowledge and agree that the Receiver shall be entitled to file with

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

2.17 Receiver's Capacity

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

SECTION 3 - REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Covenants

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

- (a) all obligations which are to be observed or performed from and after completion of this Transaction under the Permitted Encumbrances; and
- (b) the Assumed Liabilities and any other obligations and liabilities assumed by the Purchaser as provided for by this Agreement.

3.2 Purchaser's Representations and Warranties

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

- (a) the Purchaser is and will be as of Closing, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Purchased Assets;
- (b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) no consent or approval of or registration, declaration or filing with any Government Authority is required for the execution or delivery of this Agreement by the Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of

any of its obligations hereunder;

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

3.3 Record of Site Condition in the Environmental Registry

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

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

On Closing, the Purchaser shall deliver an indemnity in favour of the Vendor in which it

agrees to indemnify and save the Vendor harmless from any and all Claims incurred by the Vendor in the event the Purchaser fails to make such filings.

3.4 Receiver's Representations

The Receiver represents and warrants to the Purchaser as follows:

- (a) the Receiver has been duly appointed as the receiver of the Purchased Assets pursuant to the Appointment Order and has full right, power and authority, subject to obtaining the Approval and Vesting Order prior to Closing, to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order; and
- (b) the Receiver is not a non-resident of Canada for purposes of Section 116 of the *Income Tax Act* (Canada).

3.5 Survival of Representations, Warranties and Covenants

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

SECTION 4 - CONDITIONS

4.1 Purchaser Closing Conditions

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

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;
- (b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at Closing all the documents contemplated in Section 5.3 or elsewhere in this Agreement;
- (c) intentionally deleted;
- (d) the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction; and

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

4.2 Purchaser Closing Conditions Not Fulfilled

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

- (a) terminate this Agreement by notice to the Vendor, in which event the Purchaser shall be released from its obligations under this Agreement and the Deposit shall be promptly returned to the Purchaser in accordance with and subject to the provisions of Section 2.5 hereof; or
- (b) waive compliance with any such Purchaser Closing Condition, without prejudice to its right of termination in the event of non-fulfillment of any other Purchaser Closing Condition.

4.3 Vendor Closing Conditions

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

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;
- (b) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated in Section 5.2 or elsewhere in this Agreement;
- (c) there shall be no litigation or proceedings pending against the Vendor, in respect of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and
- (d) On the Closing Date, the Appointment Order and the Approval and Vesting Order shall be Final Orders and no order shall have been issued which restrains or prohibits the completion of the Transaction.

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

4.4 Vendor Closing Conditions Not Fulfilled

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

- (a) terminate this Agreement by notice to the Purchaser in which event the Vendor shall be released from all obligations under this Agreement and, unless the Vendor Closing Condition(s) that was not fulfilled was the Vendor Closing Condition contained in Section 4.3(c) or (d), the Deposit shall be retained by the Vendor in accordance with the provisions of Section 2.5 hereof; or
- (b) waive compliance with any such Vendor Closing Condition without prejudice to its right of termination in the event of non-fulfillment of any other Vendor Closing Condition.

4.5 Approval and Vesting Order

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

SECTION 5 - CLOSING

5.1. Closing

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

The Closing Date shall be subject to the approval of the Vesting Order, and to any approvals required from the City of Toronto pursuant to Instrument AT4601555 and related restrictions having been received. If either of the approval of the Vesting Order or any approvals required from the City of Toronto pursuant to Instrument AT4601555 and related restrictions have not been received by the initial Closing Date, then the Closing Date shall be extended ("Extended Closing Date") for a further period of 60 days. In the event that the approvals have not been received by the Extended Closing Date, then the Purchaser shall have the right to terminate this Agreement in writing to the Vendor

or to the Vendor's Solicitor at his absolute and sole discretion and the Deposit shall be returned to the Purchaser in full without interest or deduction.

5.2. Purchaser's Deliveries on Closing

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

- (a) payment of the Purchase Price;
- (b) a certificate, dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;
 - (c) an acknowledgement dated as of the Closing Date, that each of the Purchaser Closing Conditions have been fulfilled, performed or waived as of the Closing Date;
- (d) assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;
- (e) the certificate and indemnity provided for under Section 2.11;
- (f) an undertaking to re-adjust any item on or omitted from the statement of adjustments subject to 60 day limitation period in Section 2.8;
- (g) an environmental release and indemnity indemnifying and holding the Vendor harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "Damages") suffered or incurred by the Vendor, directly or indirectly, as a result of or in connection with any of the following, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:
 - (i) the presence, release, or the threat of a release of any Hazardous Materials in, on or under the Property;
 - (ii) the presence of any Hazardous Materials in, on or under properties adjoining or proximate to the Property;
 - (iii) any other environmental matters relating to the Property;
 - (iv) the breach of any Environmental Laws applicable to the Property;
 - (v) the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Purchaser;

- (vi) the Environmental Condition; or
- (vii) the Indemnity provided for in Schedule 3.3; and
- (h) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

5.3 Vendor's Deliveries on Closing

- (a) On or before the Closing, the Vendor shall execute and deliver to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:
 - (i) statement of adjustments;
 - (ii) an acknowledgement dated as of the Closing Date, that each of the Vendor Closing Conditions have been fulfilled, performed or waived as of the Closing Date;
 - (iii) an assignment of the Purchased Assets and assumption of the Assumed Liabilities with an indemnification by the Purchaser in favour of the Vendor for any Claims under the Assumed Liabilities;
 - (iv) assignment of all Leases;
 - (v) the Approval and Vesting Order; and
 - (vi) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.
- (b) Upon the completion of the deliveries pursuant to Section 5.2 and 5.3(a), the Vendor shall immediately file a certificate with the Court (the "Receiver's Certificate") that the Transaction has been completed and title to the Property shall vest in the Purchaser effective immediately upon the filing with the Court of the Receiver's Certificate and shall deliver to the Purchaser a copy of same.

5.4 Risk

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

5.5 Termination

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

- (a) all the obligations of both the Vendor and Purchaser pursuant to this Agreement shall be at an end; and
- (b) the Purchaser shall have no right to specific performance or any other remedy against, or any right to recover on account of any Claim it may have from, the Vendor.

5.6 Breach by Purchaser

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

5.7 Electronic Registration

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

SECTION 6 - GENERAL

6.1. Further Assurances

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

6.2. Notice

Any notice or other communication under this Agreement shall be in writing and may be

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delivered personally or transmitted by electronic transmission, addressed
in the case of the Purchaser, as follows:

Attention: Simion Kronenfeld

Telephone No: 416-520-7111

Email: simion@ajglgroup.com

and in the case of the Vendor, as follows:

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

Attention: Arif Dhanani
Email: adhanani@tdbadvisory.ca

with a copy to:

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

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

and a copy to:

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

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

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

6.3. Time

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

6.4. Currency

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

6.5. Benefit of Agreement

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

6.6. Amendments and Waiver

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser may consent to any such amendment at any time prior to the Closing with the prior authorization of their respective boards of directors.

6.7. Entire Agreement

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

forth herein and on acceptance by the Purchaser, is intended to create binding obligations on the part of the Purchaser, as set out herein.

6.8. Paramountcy

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

6.9. Severability

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

6.10. Governing Law

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

6.11. Commission

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

6.12. Certain Words

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

6.13. Statutory References

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

6.14. Actions to be Performed on a Business Day

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

such day.

6.15. No Registrations

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

6.16. Strict Construction

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

6.17. No Third Party Beneficiaries

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

6.18. Planning Act

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

6.19. Counterparts

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

6.21 Expenses

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

(Remainder of this page intentionally left blank)

6.22 Announcements

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

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

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

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

1001079582 ONTARIO INC.

PER _____
Name:
Title:

Schedule "A"

Property

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

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

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

Part Lot 2 Plan 9059 North York as in 18379983; Toronto (N York), City of Toronto

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

Part Lot 2 Plan 9059 North York as in 18379984; Toronto (N York), City of Toronto

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

Part Lot 1 Plan 9059 North York as in 18221318; Toronto (N York), City of Toronto

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

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

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 Dillena	
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

BMO Bank of Montreal • Banque de Montréal

CANADIAN \$ DRAFT / TRAITE EN DOLLARS CANADIENS

4800 DUFFERIN ST.
DOWNSVIEW, ONTARIO, CANADA M3H 5S8

981504

DATE DEC 03 2024

CTI

Pay to the order of / Payez à l'ordre de
GARFINKEL BIDERMAN LLP IN TRUST

\$ 300,000.00

for Bank of Montreal/
pour la Banque de Montréal

*****CAD300,000.00

PAUL F. ROONEY PROFESSIONAL CORPORATI

ON
Purchaser's name / Nom de l'acheteur

204 TAVISTOCK RD
TORONTO, ON M3M2P6

Purchaser's address / Adresse de l'acheteur

Signing Officer / Signataire

Signing Officer / Signataire

⑆06952⑆00⑆⑆ 2464029815046⑆98

The Bank of Nova Scotia
Finch & Dufferin
845 Finch Avenue West
Toronto, Ontario
Canada M3J 2C7
Tel: (416) 665-8742
Fax: (416) 665-5911



Confidential

TDB Restructuring Limited,
11 King Street West, Suite 700,
Toronto, Ontario M5H 4C7

Re: Receiver of 5004591 Ontario Inc.

This is to confirm that as on Dec 03rd, 2024, Mr. Simion Kronenfeld, 425 Alness Street Toronto, ON, M3J2T8, has Liquid funds of CAD \$ 3,000,000.00 (three million) in his accounts at our Branch, Scotia Bank, 845 Finch Avenue West, Toronto, Ontario, Canada, M3J 2C7.

In-case of any query please feel free to contact the undersigned.

Thanks



Vikas Sharma

Small Business Banking

845 Finch Avenue West, Toronto Ontario, Canada M3J 2C7

T 1.416.665.3336 x 4301 M 1 437 533 7915

vikas.l.sharma@scotiabank.com

www.scotiabank.com

Scotiabank is a business name used by The Bank of Nova Scotia

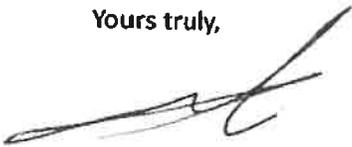
Confirmation

December 3, 2024

TO: 100079582 Ontario Inc.

You have advised the undersigned that you have submitted to TBD Restructuring Limited an agreement to purchase five contiguous properties located on Islington Ave., Toronto (the "Properties"), for a purchase price of \$3 million (the "Agreement"). By this Confirmation, I am confirming to you my commitment to provide advances to you in the amount of \$3 million and as may be required pursuant to the Agreement, to fund the closing of your purchase of the Properties as described in the Agreement. I understand and agree that you are relying on this commitment in submitting the Agreement to TBD Restructuring Limited.

Yours truly,

A handwritten signature in black ink, appearing to read 'Simion Kronenfeld', written over a horizontal line.

Simion Kronenfeld

This is **Exhibit 2** to the affidavit
of Simion Kronenfeld, sworn
before me this 3rd day of
December 2024.

A handwritten signature in black ink, appearing to read 'Dean Ip', is written over a horizontal dotted line.

Commissioner for taking Affidavits (or as may
be)

DEAN IP

**Dean Christopher Ip Fung Chun
Barrister, Solicitor, Notary Public**



Learn more about this property online at:
<https://www.collierscanada.com/p-can2015029>



2849-2857 Islington Avenue Toronto, Ontario M9L 2J9

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

Land | Land Area: 36,694 SF

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.

To gain access to the online data room please complete the confidentiality agreement below:

Confidentiality Agreement

Property Details

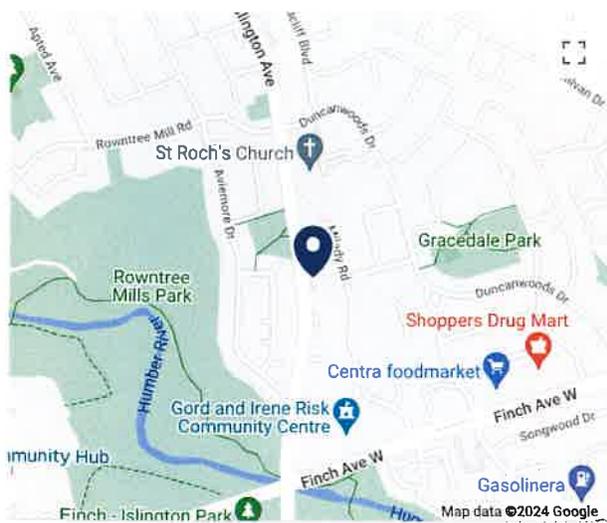
Property Types

Land | Residential

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
- Within Humber Summit Community In Close Proximity To Amenities, Parklands, Major Highways and Schools

Location



Steve Keyzer

Executive Vice President, Sales Representative

Toronto Downtown

+1 416 643 3770



Alex Holiff

Vice President, Sales Representative

Toronto Downtown

+1 416 620 2803

+1 647 620 5373

APPENDIX E

Arif Dhanani

From: Dale Denis <dale@dilitigation.com>
Sent: Thursday, December 5, 2024 5:07 PM
To: beatrice.loschiavo@paliarerland.com; wgreenspoon@garfinkle.com; dullmann@blaney.com; jwajs@stikeman.com; dmurdoch@stikeman.com; navis@stikeman.com; imarks@robapp.com; mgasch@robapp.com; rtaylor@cmbllaw.ca; jwadden@tyrllp.com; ssherrington@tyrllp.com; jlee@cl-law.ca; ronald@davidzonlaw.com; Arif Dhanani; Bryan Tannenbaum; smosonyi@robapp.com; peter@himprolaw.com; rsparano@himprolaw.com; jmorley@LN.law; paul@starkmanlawyers.com; calvin@starkmanlawyers.com; asamat@blaney.com; jkulathungam@teplitskyllp.com; arjun.anand@infinitydevelopment.ca
Cc: Jeff.Larry@paliarerland.com; Douglas.Montgomery@paliarerland.com; ryan.shah@paliarerland.com; Paul Rooney
Subject: CAMERON STEPHENS v. CONACHER KINGSTON et al. - CV-23-00701672-00CL - Affidavit of Simion Kronenfeld (Revision to paragraph 27 of Kronenfeld Affidavit)

Follow Up Flag: Follow up
Flag Status: Flagged

External sender

Counsel,

Please be advised that based on inspection of the five homes today, we will be advising the Court that, with respect to the last three sentences of paragraph 27 (quoted below), my client is now aware of some damage and theft in some of the homes, and as a result the cost estimates set out in paragraph 27 are in aggregate higher

The costs he would spend on the “largest home” is less than he estimated, however, the expenditure for the other four homes (2851, 2853, 2855 and 2857 Islington Avenue) is higher, with the end result that he now believes that the total costs referenced in paragraph 27 for all five homes should be amended to total \$500,000, his evidence will be revised accordingly.

“27. Further if between \$10 to 15 thousand were spent on each of 2851, 2853, 2855 and 2857 Islington Avenue then the sale price would be in the \$950,000 to \$1million sale price range for each of these properties. The property at 2849 Islington A venue is the largest property with the largest home. If \$100,000 is spent fixing up this property, then I believe it would sell for approximately \$1.2 million.”

Regards,

Dale Denis

Denis Litigation

365 Bay Street, Suite 800

Toronto, Ontario

M5H 2V1

Direct: (416) 479-3417

Email: dale@dilitigation.com

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APPENDIX F



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ ENDORSEMENT FORM

COURT FILE NO.: CV-23-00701672-00CL DATE: OCTOBER 9, 2024

NO. ON LIST: 5

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

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

PARTICIPANT INFORMATION**For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
Wendy Greenspoon-Soer Counsel	Cameron Stephens Mortgage Capital Ltd.	wgreenspoon@garfinkle.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Paul H. Starkman Calvin Zhang Counsel	2478659 Ontario Ltd.	paul@starkmanlawyers.com calvin@starkmanlawyers.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Dan Murdoch Nick Avis Counsel	Ron Barbaro	dmurdoch@stikeman.com navis@stikeman.com
Samuel Mosonyi Counsel	Elena Terpselas, in her Capacity as Estate Trustee of the Estate of Nicholas Kyriacopoulos	smosonyi@robapp.com

Paul F. Rooney Dale Denis Counsel	AJGL Group Inc.	rooney@paulfrooneyprofcorp.com dale@dilitigation.com
Ryan Taylor Counsel	Issam A. Saad and 2858087 Ontario Inc.	rtaylor@cmlaw.ca
Raffaele Sparano Counsel	2468659 Ontario Inc.	rsparano@himprolaw.com
Arif Dhanani Bryan Tannenbaum	TDB Restructuring Limited	adhanani@tdbadvisory.ca btannenbaum@tdbadvisory.ca
Douglas Montgomery Jeff Larry Counsel	TDB Restructuring Limited	douglas.montgomery@paliareroland.com jeff.larry@paliareroland.com

ENDORSEMENT OF JUSTICE W.D. BLACK:

- [1] This was a motion brought by TDB Restructuring Limited in its capacity as the court-appointed receiver (the “Receiver”) of the lands and premises known municipally as 311 Conacher Drive, Kingston, Ontario (the “Kingston Property”) and 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, Ontario (the “Islington Property” and together with the Kingston Property, the “Properties”) for, among other things, the approval of the sale of the Kingston Property.
- [2] More particularly, the Receiver seeks orders:
- (a) Approving the sale transaction (the “Transaction”) for the Kingston Property contemplated by the asset purchase agreement between the Receiver and 2349891 Ontario Inc. (the “Kingston Purchaser”) dated August 13, 2024 (the “APS”).
 - (b) Following the Receiver’s delivery of the Receiver’s certificate (substantially in the form at Schedule A to the proposed Approval and Vesting Order (the “AVO”), transferring and vesting all of Conacher Kingston Holdings Inc. (the “Debtor”)’s right, title, and interest in and to the Kingston Property to Crestmount Developments (Kingston) Limited, free and clear of all liens, charges, security interests and encumbrances other than permitted encumbrances.
 - (c) Approving the Proposed Interim Distribution (as defined in the materials).
 - (d) Approving the Second Report of the Receiver dated September 26, 2024, and the Receiver’s activities described therein, as well as the fees and disbursements of the Receiver and its counsel as detailed in the Second Report and in two affidavits filed herein.
 - (e) Sealing Confidential Appendices 1 and 2 to the Second Report; and
 - (f) Approving the Receiver’s Statement of Receipts and Disbursements described in the Second Report.
- [3] With the exception of certain concerns discussed below, which in my view do not constitute reasons to prevent or delay the Transaction, the Transaction is essentially unopposed. In my view the process and

efforts undertaken by the Receiver easily meet the well-established criteria under *Royal Bank v. Soundair Corp.*, 1991 CanLII 2727 (ONCA).

- [4] The evidence amply demonstrates that the Kingston Property was well-exposed to the market through, among other steps, distribution of promotional brochures to over 7000 potential purchasers and a public MLS listing for approximately seven weeks. An initial potential deal fell by the wayside, and the Receiver renewed its efforts and attracted (or confirmed) additional interest.
- [5] The Receiver received two offers for the Kingston Property by the Bid Deadline, in addition to the offer from the Kingston Purchaser giving rise to the Transaction.
- [6] The only condition for closing is the issuance of the AVO sought on this motion.
- [7] It is clear to me that the Receiver has made a robust effort to get the best price for the Kingston Property, and has not acted imprudently, and I see nothing to suggest that the process has been in any way unfair.
- [8] The only opposition to the Transaction came, first, from counsel to the putative second mortgagee on the Kingston Property, 2462686 Ontario Inc. (“286”) who raised, reasonably, a question as to whether a particular party who had previously expressed an interest in purchasing the Kingston Property had been approached. The Receiver provided a supplement to its Second Report confirming that indeed there had been communications with the agent for that party, from which no bid had resulted.
- [9] Appropriately, in light of receiving that information, counsel for 286 expressly withdrew the concern.
- [10] A second set of alleged concerns were voiced by counsel for the putative third mortgagee on the Kingston Property, 2478659 Ontario Ltd. (“247”). (I use the word “putative” with respect to mortgages of 246 and 247 inasmuch as, despite numerous requests from the Receiver, neither has yet provided documentation proving the validity of their respective charges. Both say they expect to do so, but for the moment at least some question has been raised about their mortgage security which remains to be resolved).
- [11] I regard the concerns raised by 247 as insubstantial and bordering on inappropriate. The concerns were in the nature of suggesting that, for example, although the Receiver reported that it had sent brochures to 7000 potential purchasers it had not in its materials identified the 7000 recipients or provided relevant details about them. Other similarly unconvincing concerns were raised. 247 also suggested that there was no evidence that the broker had a “for sale” sign in place on the Kingston Property; in response the Broker quickly confirmed that it had and offered photographic evidence (which I did not need to see to accept the Broker’s confirmation). In my view 247’s arguments in this vein were in the nature of “throwing everything against the wall in the hope that something would stick.” As a more troubling part of this offensive, counsel for 247 even went so far as to allege that the Receiver had engaged in “double counting” in respect of its fees.
- [12] Any party asserting such allegations against an officer of the court has, in my view, a duty to provide precise and compelling evidence to substantiate them. The processes involved in insolvency matters before this court are important, and often subject to time constraints and other pressures, and this court relies heavily on the professionalism and integrity of the court-appointed professionals who assist the court in these proceedings.

- [13] That is not to say that the Receiver (or any other court officer) is above scrutiny or reproach. However, such allegations must not be made lightly, and must be based in clear evidence.
- [14] In my view 247's allegations are not supported by the evidence in this record and were and are not reasonable allegations to make. I see nothing to suggest that the receiver has conducted itself with anything less than its usual level of diligence and professionalism.
- [15] I am satisfied that the Transaction is for the benefit of the relevant stakeholders and, as noted, in compliance with the Soundair principles, and I approve it. I also agree with the need for the Confidential Appendices to be sealed (in accordance with Sherman Estate and Sierra Club) and so order.
- [16] The other issues raised before me related to issues about the proposed distribution of funds.
- [17] Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens") is, undisputedly, the first mortgagee on both the Kingston Property – for which it provided first mortgage financing to Conacher Kingston Holdings Inc. ("Conacher Kingston") – and on the Islington Property – for which it provided first mortgage financing to 5004591 Ontario Inc. ("500", and together with Conacher Kingston, the "Debtors").
- [18] The Receiver proposes, after payments of property taxes to the City of Kingston, payment of its fees and those of its counsel, payment of the Receiver's borrowings relating to the Kingston Property, payment to the broker of its commissions and retaining a holdback for further fees and disbursements to pay to Cameron Stephens the remaining amount owed to it in respect of the indebtedness secured by its first mortgage on the Kingston Property (and the Receiver expects that Cameron Stephens indebtedness will be fully repaid from those net proceeds).
- [19] With respect to the second and third mortgagees, 246 and 247, as noted the Receiver remains to be satisfied that these parties have valid charges against the Kingston Property.
- [20] On the assumption that 246 and 247 will demonstrate that their respective security is valid and enforceable, the Receiver than proposed to make the following further distributions:
- (a) Payment to 246 of the lesser of:
 - i. The amount owed to it in respect of its mortgage; or
 - ii. The remaining proceeds from the sale of the Kingston Property; and
 - (b) Payment to 247 of the lesser of:
 - i. The amount owed to it in respect of the mortgage; or
 - ii. The remaining proceeds from the sale of the Kingston Property.
- [21] In the ordinary course, this proposed approach to distribution appears unassailable.
- [22] However, 247 in particular, and 246, make arguments arising in relation to the Islington Property, and in particular the ownership of the Islington Property. That is, and the premise for the "marshalling" argument discussed below, Conacher Kingston and 500 were each owned by the late Nick Kyriacopoulos.

- [23] I should note in passing that, in July of 2024 the Receiver brought a motion to approve the sale of the Islington Property. The motion was granted, but the purchaser ultimately failed to close the purchase, as a result of which the Islington Property was re-listed.
- [24] The order sought by the Receiver contemplates, after the distributions described above, the postponement of any further distributions to creditors pending the sale of the Islington Property. So, any excess proceeds from the sale of the Kingston Property will be held in trust by the Receiver until the Islington Property is sold and stakeholders have an opportunity to make submissions about the appropriate distribution of both any surplus funds from the Kingston Property and the net proceeds of sale of the Islington Property.
- [25] Notwithstanding this proposed approach, 247 has now brought a motion for a declaration that the “doctrine of marshalling be applied to require Cameron Stephens to realize on its security against the [Islington Property].” 247 also seeks an order requiring the Receiver to maintain the sale proceeds from the Kingston Property and the Islington Property in separate accounts, and that Cameron Stephens’ mortgage on the Islington Property not be discharged.
- [26] The Receiver opposes the relief sought by 247, noting that both Conacher Kingston and 500 have covenanted to Cameron Stephens to repay the full amount of their debt, as secured by the first mortgage, in each case that Cameron Stephens holds, on the respective properties.
- [27] The Receiver cites at least four reasons why the proceeds of sale of the Kingston Property ought not to be held back.
- [28] First, as noted, there is no dispute about the validity of Cameron Stephens’ charges over the properties, nor that Cameron Stephens is the first mortgagee in each case. The Receiver points to authority for the proposition that, even if the doctrine of marshalling is applicable, a fundamental principle of the doctrine is that “nothing will be done to interfere with the paramount right of the first mortgagee to pursue his remedy against either of the two estates.” (807933 Ontario Inc. v. Allison (Trustee of) (1995) 22 O.R. (3d) 102 (Gen. Div.), appeal dismissed (1998) 38 O.R. (3d) 337 (C.A.).
- [29] As such, the Receiver persuasively argues, the right of a junior creditor to invoke the marshalling doctrine is subject to the important qualification that nothing will be done to interfere with the ability of the first mortgagee to pursue its remedy against either of the two estates. The first mortgagee does not become a trustee for the junior mortgagees (*First Investors Corp. v. Veeradon Developments Ltd.* (1988), ABCA 38 (CanLII)). In this case, the Receiver asserts, requiring Cameron Stephens to postpone realization on its security would in fact prejudice its “paramount” right to pursue its remedy against either of the two estates.
- [30] Second, the Receiver takes issue with 247’s reliance on *Re Allison* (on which the Receiver also relies). The Receiver points out that the motions judge in that case concluded that “the applicants are not entitled to invoke the doctrine of marshalling” on the basis that the applicant was not a secured creditor.” Moreover, as was pointed out by counsel for the owner of the Islington Property, who was present in court, the specific aspect of the motions judge’s decision in *Re Allison* on which 247 specifically relied in argument was expressly overturned by the Court of Appeal for Ontario.
- [31] The Receiver notes that, even if the doctrine of marshalling applies – in respect of which it takes no position – the result would still be to pay down Cameron Stephens’ debt in full from the Kingston

Property sale, and subsequently allow 246 and/or 247 to argue that they have the right to marshal into the Islington Property, which is precisely what the Receiver's proposed approach will allow to happen.

- [32] The Receiver's third point is that the indebtedness owed to Cameron Stephens and the other creditors continues to grow as a result of the accrual of interest, such that the sooner its debt is satisfied the more money will be available for the satisfaction of other debts. On the other hand, reducing the amount of proceeds available to satisfy the claims of multiple creditors is in none of the stakeholders' interest.
- [33] Finally, the Receiver notes that creditors who assert claims, albeit unsecured, against proceeds from the Islington Property may similarly argue that Cameron Stephens' indebtedness ought to be repaid out of the Kingston Property first. In fact, those very arguments were raised in July 2024 when the Receiver sought approval of the sale of the Toronto Property.
- [34] I am persuaded by these submissions. In my view the doctrine of marshalling, even if it applies, does not assist the second and third mortgagees (246 and 247) here.
- [35] The Receiver's proposed approach to distribution in fact preserves whatever rights these parties (and others) may have to share in the proceeds of sale (of the two properties).
- [36] Moreover, it remains the case that 246 and 247 have yet to prove the validity of their respective charges (and counsel for the owner of the Islington Property maintains that they will be unable to do so). While I would not uphold the argument of 246 and 247 in the circumstances at hand in any event, I would be all the more loath to do so when the validity of their respective charges remains unproved.
- [37] As noted, and for these additional reasons, I am granting the orders sought by the Receiver, signed copies of which are attached, and dismissing the motions of 246 and 247.



W.D. BLACK J.

DATE: OCTOBER 9, 2024

APPENDIX G

Arif Dhanani

From: Jeff.Larry@paliareroland.com
Sent: Thursday, December 5, 2024 9:01 PM
To: dale@dilitigation.com
Cc: Bryan Tannenbaum; Arif Dhanani; Douglas.Montgomery@paliareroland.com
Subject: RE: CAMERON STEPHENS v. CONACHER KINGSTON et al. - CV-23-00701672-00CL - Affidavit of Simion Kronenfeld (Revision to paragraph 27 of Kronenfeld Affidavit)

External sender

Dale:

The Receiver was advised by its contractor that while he was on site today, an individual who identified himself as "Sal" attended at the property and claimed to have authorization from the Receiver to be on site (which was not true). The contractor attempted to contact the Receiver to confirm but could not reach the Receiver. The contractor then asked Sal to leave but Sal refused.

Please confirm who Sal is and his relationship to Mr. Kronenfeld.

From: Dale Denis <dale@dilitigation.com>
Sent: Thursday, December 5, 2024 7:49 PM
To: Jeff Larry <Jeff.Larry@paliareroland.com>; Beatrice Loschiavo <beatrice.loschiavo@paliareroland.com>; wgreenspoon@garfinkle.com; dullmann@blaney.com; jwajs@stikeman.com; dmurdoch@stikeman.com; navis@stikeman.com; imarks@robapp.com; mgasch@robapp.com; rtaylor@cmblaw.ca; jwadden@tyrllp.com; ssherrington@tyrllp.com; jlee@cl-law.ca; ronald@davidzonlaw.com; adhanani@tdbadvisory.ca; btannenbaum@tdbadvisory.ca; smosonyi@robapp.com; peter@himprolaw.com; rsparano@himprolaw.com; jmorley@LN.law; paul@starkmanlawyers.com; calvin@starkmanlawyers.com; asamat@blaney.com; jkulathungam@teplitskyllp.com; arjun.anand@infinitydevelopment.ca
Cc: Douglas Montgomery <Douglas.Montgomery@paliareroland.com>; Ryan Shah <ryan.shah@paliareroland.com>; rooney@paulfrooneyprofcorp.com
Subject: CAMERON STEPHENS v. CONACHER KINGSTON et al. - CV-23-00701672-00CL - Affidavit of Simion Kronenfeld (Revision to paragraph 27 of Kronenfeld Affidavit)

Jeff:

We have confirmed with the person who conducted the inspection that (following the direction of an individual who was on site who he assumed was a representative of the Receiver) he replaced each board which he had unscrewed to obtain access and that the condition of the property, the boarding of the doors he accessed, was the same when he left as when he arrived. He is a contractor who knows how to properly unscrew a board and screw it back on securely, which we are advised he did.

Regards,

Dale Denis
Denis Litigation

Direct: (416) 479-3417

Email: dale@dilitigation.com

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🌱 Before printing, please consider the environment.

From: Jeff.Larry@paliareroland.com <Jeff.Larry@paliareroland.com>

Sent: December 5, 2024 7:20 PM

To: Dale Denis <dale@dilitigation.com>; beatrice.loschiavo@paliareroland.com; wgreenspoon@garfinkle.com; dullmann@blaney.com; jwajs@stikeman.com; dmurdoch@stikeman.com; navis@stikeman.com; imarks@robapp.com; mgasch@robapp.com; rtaylor@cmbllaw.ca; jwadden@tyrllp.com; ssherrington@tyrllp.com; jlee@cl-law.ca; ronald@davidzonlaw.com; adhanani@tdbadvisory.ca; btannenbaum@tdbadvisory.ca; smosonyi@robapp.com; peter@himprolaw.com; rsparano@himprolaw.com; jmorley@LN.law; paul@starkmanlawyers.com; calvin@starkmanlawyers.com; asamat@blaney.com; jkulathungam@teplitskyllp.com; arjun.anand@infinitydevelopment.ca

Cc: Douglas.Montgomery@paliareroland.com; ryan.shah@paliareroland.com; rooney@paulfrooneyprofcorp.com

Subject: RE: CAMERON STEPHENS v. CONACHER KINGSTON et al. - CV-23-00701672-00CL - Affidavit of Simion Kronenfeld (Revision to paragraph 27 of Kronenfeld Affidavit)

Dale:

Can you confirm that the inspection of the property that you refer to in your email below did not include any physical attendance on the property nor the removal of the boards that block the entry to the dilapidated dwellings on each of the Islington properties.

We trust this is the case since no one sought the Receiver's consent to attend on site. However, if the boards have been removed, the Receiver needs to know immediately as entry to the dilapidated dwellings is a safety concern.

Please confirm.

From: Dale Denis <dale@dilitigation.com>

Sent: Thursday, December 5, 2024 5:07 PM

To: Beatrice Loschiavo <beatrice.loschiavo@paliareroland.com>; wgreenspoon@garfinkle.com; dullmann@blaney.com; jwajs@stikeman.com; dmurdoch@stikeman.com; navis@stikeman.com; imarks@robapp.com; mgasch@robapp.com; rtaylor@cmbllaw.ca; jwadden@tyrllp.com; ssherrington@tyrllp.com; jlee@cl-law.ca; ronald@davidzonlaw.com; adhanani@tdbadvisory.ca; btannenbaum@tdbadvisory.ca; smosonyi@robapp.com; peter@himprolaw.com; rsparano@himprolaw.com; jmorley@LN.law; paul@starkmanlawyers.com; calvin@starkmanlawyers.com; asamat@blaney.com; jkulathungam@teplitskyllp.com; arjun.anand@infinitydevelopment.ca

Cc: Jeff Larry <Jeff.Larry@paliareroland.com>; Douglas Montgomery <Douglas.Montgomery@paliareroland.com>; Ryan Shah <ryan.shah@paliareroland.com>; Paul Rooney <rooney@paulfrooneyprofcorp.com>

Subject: CAMERON STEPHENS v. CONACHER KINGSTON et al. - CV-23-00701672-00CL - Affidavit of Simion Kronenfeld (Revision to paragraph 27 of Kronenfeld Affidavit)

Counsel,

Please be advised that based on inspection of the five homes today, we will be advising the Court that, with respect to the last three sentences of paragraph 27 (quoted below), my client is now aware of some damage and theft in some of the homes, and as a result the cost estimates set out in paragraph 27 are in aggregate higher

The costs he would spend on the “largest home” is less than he estimated, however, the expenditure for the other four homes (2851, 2853, 2855 and 2857 Islington Avenue) is higher, with the end result that he now believes that the total costs referenced in paragraph 27 for all five homes should be amended to total \$500,000, his evidence will be revised accordingly.

“27. Further if between \$10 to 15 thousand were spent on each of 2851, 2853, 2855 and 2857 Islington Avenue then the sale price would be in the \$950,000 to \$1million sale price range for each of these properties. The property at 2849 Islington Avenue is the largest property with the largest home. If \$100,000 is spent fixing up this property, then I believe it would sell for approximately \$1.2 million.”

Regards,

Dale Denis

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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 DECEMBER 12, 2025)**

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Lawyers for the Receiver,
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