

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

**B E T W E E N :**

**2615333 ONTARIO INC.**

Applicant

- and -

**CENTRAL PARK AJAX DEVELOPMENTS PHASE 1 INC., 9654488 CANADA INC.,  
9654461 CANADA INC., 9654372 CANADA INC., 9617680 CANADA INC. AND  
9654445 CANADA INC.**

Respondents

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

**SIXTH REPORT OF THE RECEIVER  
November 29, 2024**

## **Table of Contents**

<b>I.</b>	<b>INTRODUCTION.....</b>	<b>1</b>
<b>II.</b>	<b>TERMS OF REFERENCE .....</b>	<b>1</b>
<b>III.</b>	<b>THE RECEIVER IS ENTITLED TO RETAIN THE DEPOSIT .....</b>	<b>2</b>
<b>IV.</b>	<b>THE RECEIVER’S BORROWINGS CHARGE .....</b>	<b>3</b>
<b>V.</b>	<b>CONCLUSION .....</b>	<b>5</b>

## **APPENDICES**

**Appendix “A”** – Approval and Vesting Order dated October 3, 2024.

**Appendix “B”** – Email Exchange Regarding the Closing Date of the Transaction

**Appendix “C”** –Tender Letter from the Receiver dated October 15, 2024

**Appendix “D”** –Termination Letter from the Receiver dated October 16, 2024

**Appendix “E”** – Emails from the Receiver to the Purchaser regarding the Deposit

**Appendix “F”** –Justice Kimmel’s Endorsement dated November 14, 2024

**Appendix “G”** – Third Report of the Receiver dated December 8, 2023, without Appendices

**Appendix “H”** – Order dated December 12, 2023

**Appendix “I”** – Receiver’s Interim Statement of Receipts and Disbursements from April 15, 2021 to November 27, 2024

## **I. INTRODUCTION**

1. This Sixth Report (the “**Sixth Report**”) is filed by the Receiver in connection with its motion returnable December 6, 2024. It must be read in connection with the Fifth Report of the Receiver dated September 16, 2024, and the Supplement to the Fifth Report of the Receiver dated October 2, 2024 (together, the “**Fifth Report**”). Any capitalized terms not defined herein have the meaning given to them in the Fifth Report.

## **II. TERMS OF REFERENCE**

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

### **III. THE RECEIVER IS ENTITLED TO RETAIN THE DEPOSIT**

4. On October 3, 2024, the Court granted an Approval and Vesting Order (“**AVO**”) approving of the APS and the Transaction. A copy of the AVO is attached to this Sixth Report as **Appendix “A”**.
5. Copies of the APS are attached to the Fifth Report as follows:
  - (a) redacted: Appendix “H” to the Fifth Report; and
  - (b) unredacted: Confidential Appendix “2” to the Fifth Report.
6. Counsel to the Purchaser and the Receiver agreed that the Transaction would close on October 15, 2024. A copy of their email exchange is attached to this Sixth Report as **Appendix “B”**.
7. On October 15, 2024, the Receiver tendered on the Purchaser. A copy of a letter from the Receiver’s counsel confirming that it had performed its obligations under the APS is attached to this Sixth Report as **Appendix “C”**.
8. The Purchaser did not pay the balance of the Purchase Price (as defined in the APS).
9. By letter dated October 16, 2024, the Receiver confirmed that the Transaction failed to close as a result of the Purchaser’s default under the APS, that the APS is terminated and the deposit paid by the Purchaser pursuant to the APS (the “**Deposit**”) is forfeited. A copy of the Receiver’s letter to the Purchaser is attached as **Appendix “D”**.

10. By emails dated October 30 and November 1, 2024, the Receiver confirmed that it is entitled to keep the Deposit and that it intended to bring a motion for an order confirming same. A copy of those emails is attached to this Sixth Report as **Appendix “E”**.
11. The Purchaser, during the Receiver’s scheduling appointment with the Court on November 14, 2024 (the “**Scheduling Appointment**”), had advised that if the Purchaser was not able to resurrect the failed Transaction prior to the motion returnable December 6, 2024, the Purchaser would not oppose the motion as it relates to the Receiver’s retention of the Deposit. A copy of Justice Kimmel’s endorsement from the Scheduling Appointment stating the same is attached to this Sixth Report as **Appendix “F”**.
12. The Receiver was at all material times ready, willing, and able to perform its obligations under the APS.

#### **IV. THE RECEIVER’S BORROWINGS CHARGE**

13. As the Receiver advised in its Third Report dated December 8, 2023 (the “**Third Report**”), the Receiver:
  - (a) initially borrowed \$500,000 from the Applicant pursuant to a Receiver’s Certificate dated April 14, 2022 (the “**261 Certificate**”);
  - (b) thereafter required further funding. By order dated June 1, 2023 (the “**Sale Procedure Order**”), Justice Kimmel increased the Receiver’s Borrowings Charge to \$1,500,000. A copy of the Sale Procedure Order is attached as Appendix “E” to the Fifth Report;
  - (c) was advised that 261 would not be able or willing to fund additional borrowings by the Receiver; and

- (d) entered into a term sheet with Hillmount Capital Inc. (“**Hillmount**”) dated November 16, 2023 (the “**Term Sheet**”), for the purpose of obtaining further financing.
14. A copy of the Third Report (without appendices, which are available on the Receiver’s website) is attached to this Sixth Report as **Appendix “G”**.
15. By order dated December 12, 2023, the Court subordinated the 261 Certificate to the Receiver’s Certificates issued by the Receiver to Hillmount. A copy of that order is attached to this Sixth Report as **Appendix “H”**.
16. The Receiver has borrowed \$1 million from Hillmount pursuant to the Term Sheet. The amounts outstanding under the Term Sheet mature and must be repaid on or about December 14, 2024.
17. The Receiver currently does not have sufficient funds to repay Hillmount. Hillmount has agreed to amend the Term Sheet to (i) extend its maturity date to June 30, 2025, and (ii) increase the amount of the facility by \$500,000.
18. The Receiver urgently requires funding. The Receiver and its counsel have gone unpaid for months in anticipation of closing the APS, which failed to close. There are ongoing payments that will need to be issued to the Receiver’s property manager, and the Receiver requires funds to preserve the Property pending a future sale. The Receiver’s ability to carry out its mandate is threatened. A copy of the Receiver’s Interim Statement of Receipts and Disbursements for the period from April 15, 2021 to November 27, 2024 is attached to this Sixth Report at **Appendix “I”**.

19. If the Receiver obtains an order declaring that it is entitled to retain the Deposit, the Receiver intends to apply the Deposit to its outstanding accounts payable (including but not limited to professional costs), pay an extension fee to Hillmount, and make a partial repayment of the amount outstanding to Hillmount.
20. In the Receiver's view, an increase to the Receiver's Borrowings Charge is fair and reasonable. It is necessary and appropriate, in the event that the relief sought in respect of the Deposit is not granted and/or if granted, an appeal is taken from that order.

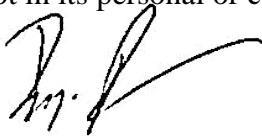
**V. CONCLUSION**

21. For all of the foregoing reasons, the Receiver respectfully requests that the Court grant the order sought in its motion returnable on December 6, 2024.

All of which is respectfully submitted to this Court as of this 29<sup>th</sup> day of November, 2024.

**TDB Restructuring Limited**, in its capacity  
as Court-appointed Receiver of the Property,  
and not in its personal or corporate capacity

Per:



Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT  
President

# **APPENDIX “A”**





Court File No. CV-20-00651299-00CL

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

THE HONOURABLE

)

THURSDAY, THE 3<sup>RD</sup>

)

JUSTICE CAVANAGH

)

DAY OF OCTOBER, 2024

**2615333 ONTARIO INC.**

Applicant

- and -

**CENTRAL PARK AJAX DEVELOPMENTS PHASE 1 INC., 9654488 CANADA INC.,  
9654461 CANADA INC., 9654372 CANADA INC., 9617680 CANADA INC. and  
9654445 CANADA INC.**

Respondents

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

**ORDER  
(Approval and Vesting Order)**

**THIS MOTION** made by TDB Restructuring Limited, in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of certain lands and premises owned by the Respondents and identified in Schedule “A” hereto (collectively, the “**Real Property**”), and all of the assets, undertakings and properties of the Respondents acquired for, or used in relation to such Real Property, including all proceeds thereof, for an Order (i) approving of the agreement of purchase and sale dated June 27, 2024, as amended on September 1, 2024 (as amended, the “**APS**”) and the associated transaction (the “**Transaction**”) between the Receiver and 1000612843 Ontario Inc. (the “**Purchaser**”), and vesting in the Purchaser all of the Respondents’ right, title and interest in and to the Real Property (the “**Purchased Assets**”), (ii) approving of a proposed partial distribution from the proceeds of the Transaction, (iii) approving of the proposed allocation of the cash purchase price contemplated by the APS (iv) approving the Receiver’s Fifth Report

- 2 -

dated September 16, 2024 (the “**Fifth Report**”), the Receiver’s Supplemental Report to the Fifth Report dated October 2, 2024 (the “**Supplemental Report**”), and the Receiver’s activities, decisions and conduct set out therein, (v) approving the Receiver’s Interim Statement of Receipts and Disbursements; (vi) approving the Receiver’s and its counsel’s fees and disbursements, (vii) sealing the Confidential Appendices (as defined in the Fifth Report), and (viii) approving of the agreement of purchase and sale dated September 12, 2024 (the “**Back Up Bid Agreement**”), between the Corporation of the Town of Ajax (the “**Town**”) and the Receiver and the conditional transaction contemplated thereby, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Fifth Report, the Supplemental Report, the motion record of 2449880 Ontario Inc., and on hearing the submissions of counsel for the Receiver and such other parties listed on the Counsel Slip, no one else appearing although duly served as appears from the Affidavit of Service of Rudrakshi Chakrabarti sworn September 17, 2024, the Affidavit of Service of Natalie Longmore sworn September 25, 2024, and the Affidavit of Service of Natalie Longmore sworn October 2, 2024, all filed,

1. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein have the meaning ascribed to them in the Fifth Report.

#### **APPROVAL AND VESTING**

2. **THIS COURT ORDERS** that the Transaction is hereby approved, and the execution of the APS by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS** that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as Schedule “B” hereto (the “**Receiver’s Certificate**”), all of the Respondents’ right, title and interest in and to the Purchased Assets

- 3 -

described in the APS on “as is, where is” basis, including the Real Property described on Schedule “A” hereto, shall vest absolutely in the Purchaser, 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 (including as may result from unpaid property taxes, interest and penalties thereon), 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 Cavanagh dated April 15, 2021; (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. Notwithstanding anything in this Order, the vesting of the Purchased Assets in the Purchaser shall be subject to the New Development Agreement and the right of the Town to require that the Purchaser effect a Conveyance to the Receiver upon the occurrence of a Conveyance Event (as such terms are defined in the New Development Agreement).

#### **DIRECTION TO LAND REGISTRAR REGARDING REGISTRATION ON TITLE**

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Durham (LRO #40) of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as

- 4 -

the owner of the subject Real Property identified in Schedule “A” hereto, 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.

#### **ADJOURNMENT OF SALE TO THE TOWN**

5. **THIS COURT ORDERS** that the relief sought in paragraph 1(b) of the Receiver’s Notice of Motion relating to the transaction contemplated by the Back Up Bid Agreement is hereby adjourned *sine die*.

#### **POST-TRANSACTION**

6. **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.

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, subject to the terms of this Order, including paragraph 3, notwithstanding:

(a) the pendency of these proceedings;

- 5 -

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any Respondent and shall not be void or voidable by creditors of the Respondents, 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.

#### **NEW DEVELOPMENT AGREEMENT**

9. **THIS COURT ORDERS** that, until the Escrow Funds (as defined in the New Development Agreement) have been indefeasibly released to the Receiver, (a) the Town and the Purchaser shall not vary, amend, restate, waive or extend the New Development Agreement, or any term thereof, without prior written notice to the Receiver, and (b) notwithstanding any other provision of this Order, the Town and the Purchaser shall not vary, amend, restate or modify any term of the New Development Agreement in respect of the Escrow Funds (as defined in the New Development Agreement) without the prior written consent of the Receiver.

#### **SEALING**

10. **THIS COURT ORDERS** that the Confidential Appendices to the Fifth Report are hereby sealed until further order of this Court.

- 6 -

### **APPROVAL OF RECEIVER'S ACTIVITIES**

11. **THIS COURT ORDERS** that the Fifth Report and the Supplemental Report and the Receiver's activities, decisions and conduct set out therein are hereby ratified and approved, provided, however, that only the Receiver in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

### **INTERIM SR&D AND FEE APPROVAL**

12. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements as set out in the Fifth Report is hereby approved.

13. **THIS COURT ORDERS** that the Receiver's fees and disbursements, and the fees and disbursements of Thornton Grout Finnigan LLP and Garfinkle Biderman LLP, in the amounts and for the periods set out in the Fifth Report and the fee affidavits attached thereto are hereby approved.

### **ALLOCATION AND DISTRIBUTION**

14. **THIS COURT ORDERS** that the allocation of the Purchase Price proposed by the Receiver in the Fifth Report is hereby approved.

15. **THIS COURT ORDERS** that Receiver is hereby authorized, without further order of the Court, to make the following distributions from the proceeds of the sale of the Transaction, up to the aggregate amount of \$950,757.87:

- (a) an amount to itself or its counsel on account of their fees and disbursements; and/or
- (b) any lender who has been issued a Receiver's Certificate (as defined in the Appointment Order) according to their priority, including Hillmount Capital Inc. which, pursuant to the Order of this Court dated December 12, 2023, has priority

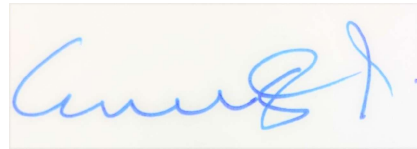
- 7 -

to the Applicant in respect of the Receiver's Certificate issued to the Applicant,  
with respect to the reimbursement of amounts advanced to the Receiver for the  
payment of Sales, Marketing and Repurchase Costs of the Receiver,

provided that nothing in this Order requires the Receiver to make such a distribution.

16. **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.

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



---

- 8 -

**Schedule “A”**

**Real Property**

PIN26459-0050 (LT) - PT LT 3, PL 488 AJAX AS IN CO78427; AJAX- 134 HARWOOD

PIN26459-0046 (LT) - LT 6 PL 488 AJAX; AJAX - 148 HARWOOD

PIN26459-0045 (LT) - LT 7 PL 488 AJAX; LT 8 PL 488 AJAX; AJAX – 152 HARWOOD

PIN26456-0108 (LT) - PART OF MUNICIPAL PARKING AREA, PLAN 488 PICKERING, PART 1, PLAN 40R28209; SUBJECT TO AN EASEMENT AS IN DR1517437; TOWN OF AJAX 184/188 HARWOOD

PIN26459-0037 (LT) - LT 21 PL 488 AJAX; PT LT 20 PL 488 AJAX; PT LT 22 PL 488 AJAX AS IN CO52847; AJAX-214 HARWOOD

PIN26459-0036 (LT) - TO LT 22 PL 488 AJAX; PT LT 23 PL 488 AJAX AS IN CO72557; TOWN OF AJAX- 224 HARWOOD

PIN26459-0035 (LT) - PCL 23-1 SEC M27; LT 23 PL M27 EXCEPT THE NLY 2 FT FROM FRONT TO REAR AS SHOWN ON PL M27; S/T AN EASEMENT, IF ANY, FOR THE CORPORATION OF THE TOWN OF AJAX, FOR THE PURPOSE OF CONSTRUCTING, REPAIRING AND MAINTAINING WATERMAINS AND SEWERS IN OR UNDER THE SAID LANDS; AJAX- 226 HARWOOD



- 9 -

**Schedule “B”**

Court File No. CV-20-00651299-00CL

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

**B E T W E E N:**

**2615333 ONTARIO INC.**

Applicant

- and -

**CENTRAL PARK AJAX DEVELOPMENTS PHASE 1 INC., 9654488 CANADA INC.,  
9654461 CANADA INC., 9654372 CANADA INC., 9617680 CANADA INC. and  
9654445 CANADA INC.**

Respondents

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

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (the “**Court**”) dated April 15, 2019, TDB Restructuring Limited (formerly RSM Canada Limited). was appointed as the receiver (the “**Receiver**”), without security, of certain lands and premises owned by the Respondents (collectively, the “**Debtor**”).

B. Pursuant to an Order of the Court dated October 3, 2024, the Court approved the agreement of purchase and sale dated June 27, 2024, as subsequently amended (as amended, the “**Sale Agreement**”) between the Receiver and 1000612843 Ontario Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtors’ 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

- 10 -

Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in 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 and not in its personal capacity**

Per: \_\_\_\_\_

Name:

Title:

*IN THE MATTER OF section 243(1) of the Bankruptcy and Insolvency Act, RSC 1985, c. B-3, as amended and section 101 of the Courts of Justice Act, RSO 1990, c. C43, as amended*

**2615333 ONTARIO INC.**

**- and -**  
**CENTRAL PARK AJAX DEVELOPMENTS PHASE 1 INC., et al**

Applicant	Respondents Court File No. CV-20-00651299-00CL
	<p><b>ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)</b></p> <p>Proceedings commenced at Toronto, Ontario</p>
	<p><b>RECEIVER'S CERTIFICATE</b></p>
	<p><b>Thornton Grout Finnigan LLP</b> TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7</p> <p><b>Rebecca L. Kennedy (LSO# 61146S)</b> Tel: (416) 304-0603; Email: <a href="mailto:rkennedy@tgf.ca">rkennedy@tgf.ca</a></p> <p><b>Alexander Soutter (LSO# 72403T)</b> Tel: (416) 304-0595; Email: <a href="mailto:asoutter@tgf.ca">asoutter@tgf.ca</a></p> <p>Lawyers for the Court-appointed Receiver, TDB Restructuring Limited</p>

**Schedule “C”  
Instruments to be Deleted from Title**

**PIN 26456-0108 (LT)**

1. Instrument No. DR1517438 being a Charge registered on September 16, 2016.
2. Instrument No. DR1517439 being a Charge registered on September 16, 2016.
3. Instrument No. DR1517473 being a Notice of Assignment of Rents – General registered on September 16, 2016.
4. Instrument No. DR1517492 being a Notice of Option to Purchase registered on September 16, 2016.
5. Instrument No. DR1669953 being a Charge registered on December 22, 2017.
6. Instrument No. DR1669954 being a Notice of Assignment of Rents – General registered on December 22, 2017.
7. Instrument No. DR1689940 being a Charge registered on March 21, 2018.
8. Instrument No. DR1704182 being a Notice registered on May 18, 2018.
9. Instrument No. DR1704192 being a Transfer of Charge registered on May 18, 2018.
10. Instrument No. DR1704239 being a Notice of Assignment of Rents – General registered on May 22, 2018.
11. Instrument No. DR1763115 being a Charge registered on December 28, 2018.
12. Instrument No. DR1766858 being a Notice registered on January 16, 2019.
13. Instrument No. DR1839055 being a Charge registered on October 22, 2019.
14. Instrument No. DR1916309 being a Transfer of Charge registered on August 10, 2020.
15. Instrument No. DR2103584 being a Transfer of Charge registered on February 24, 2022.
16. Instrument No. DR2121686 being an Application to Register Court Order registered on April 14, 2022.

17. Instrument No. DR2277369 being an Application to Register Court Order registered on November 7, 2023.
18. Instrument No. DR2286031 being an Application to Register Court Order registered on December 14, 2023.

**PIN 26459-0035 (LT)**

1. Instrument No. DR1524258 being a Charge registered on October 5, 2016.
2. Instrument No. DR1524264 being a Notice of Assignment of Rents – General registered on October 5, 2016.
3. Instrument No. DR1669953 being a Charge registered on December 22, 2017.
4. Instrument No. DR1669954 being a Notice of Assignment of Rents – General registered on December 22, 2017.
5. Instrument No. DR1678672 being a Construction Lien registered on January 31, 2018.
6. Instrument No. DR1687300 being a Certificate registered on March 8, 2018.
7. Instrument No. DR1689940 being a Charge registered on March 21, 2018.
8. Instrument No. DR1704182 being a Notice registered on May 18, 2018.
9. Instrument No. DR1704191 being a Transfer of Charge registered on May 18, 2018.
10. Instrument No. DR1704238 being a Notice of Assignment of Rents – General registered on May 22, 2018.
11. Instrument No. DR1763115 being a Charge registered on December 28, 2018.
12. Instrument No. DR1766858 being a Notice registered on January 16, 2019.
13. Instrument No. DR1839055 being a Charge registered on October 22, 2019.
14. Instrument No. DR1916309 being a Transfer of Charge registered on August 10, 2020.

15. Instrument No. DR2103584 being a Transfer of Charge registered on February 24, 2022.
16. Instrument No. DR2104350 being an Application to Register Court Order registered on February 25, 2022.
17. Instrument No. DR2277369 being an Application to Register Court Order registered on November 7, 2023.
18. Instrument No. DR2286031 being an Application to Register Court Order registered on December 14, 2023.

**PIN 26459-0036 (LT)**

1. Instrument No. DR1483975 being a Charge registered on June 16, 2016.
2. Instrument No. DR1484004 being a Notice of Assignment of Rents – General registered on June 16, 2016.
3. Instrument No. DR1516601 being a Charge registered on September 15, 2016.
4. Instrument No. DR1516602 being a Notice of Assignment of Rents – General registered on September 15, 2016.
5. Instrument No. DR1669953 being a Charge registered on December 22, 2017.
6. Instrument No. DR1669954 being a Notice of Assignment of Rents – General registered on December 22, 2017.
7. Instrument No. DR1678672 being a Construction Lien registered on January 31, 2018.
8. Instrument No. DR1687300 being a Certificate registered on March 8, 2018.
9. Instrument No. DR1689940 being a Charge registered on March 21, 2018.
10. Instrument No. DR1704182 being a Notice registered on May 18, 2018.
11. Instrument No. DR1704190 being a Transfer of Charge registered on May 18, 2018.

12. Instrument No. DR1704193 being a Transfer of Charge registered on May 18, 2018.
13. Instrument No. DR1704240 being a Notice of Assignment of Rents – General registered on May 22, 2018.
14. Instrument No. DR1704245 being a Notice of Assignment of Rents – General registered on May 22, 2018.
15. Instrument No. DR1763115 being a Charge registered on December 28, 2018.
16. Instrument No. DR1766858 being a Notice registered on January 16, 2019.
17. Instrument No. DR1839055 being a Charge registered on October 22, 2019.
18. Instrument No. DR1916309 being a Transfer of Charge registered on August 10, 2020.
19. Instrument No. DR2103584 being a Transfer of Charge registered on February 24, 2022.
20. Instrument No. DR2104350 being an Application to Register Court Order registered on February 25, 2022.
21. Instrument No. DR2277369 being an Application to Register Court Order registered on November 7, 2023.
22. Instrument No. DR2286031 being an Application to Register Court Order registered on December 14, 2023.

**PIN 26459-0037 (LT)**

1. Instrument No. DR1483975 being a Charge registered on June 16, 2016.
2. Instrument No. DR1484004 being a Notice of Assignment of Rents – General registered on June 16, 2016.
3. Instrument No. DR1516601 being a Charge registered on September 15, 2016.

4. Instrument No. DR1516602 being a Notice of Assignment of Rents – General registered on September 15, 2016.
5. Instrument No. DR1669953 being a Charge registered on December 22, 2017.
6. Instrument No. DR1669954 being a Notice of Assignment of Rents – General registered on December 22, 2017.
7. Instrument No. DR1678672 being a Construction Lien registered on January 31, 2018.
8. Instrument No. DR1687300 being a Certificate registered on March 8, 2018.
9. Instrument No. DR1689940 being a Charge registered on March 21, 2018.
10. Instrument No. DR1704182 being a Notice registered on May 18, 2018.
11. Instrument No. DR1704190 being a Transfer of Charge registered on May 18, 2018.
12. Instrument No. DR1704193 being a Transfer of Charge registered on May 18, 2018.
13. Instrument No. DR1704240 being a Notice of Assignment of Rents – General registered on May 22, 2018.
14. Instrument No. DR1704245 being a Notice of Assignment of Rents – General registered on May 22, 2018.
15. Instrument No. DR1763115 being a Charge registered on December 28, 2018.
16. Instrument No. DR1766858 being a Notice registered on January 16, 2019.
17. Instrument No. DR1839055 being a Charge registered on October 22, 2019.
18. Instrument No. DR1916309 being a Transfer of Charge registered on August 10, 2020.
19. Instrument No. DR2103584 being a Transfer of Charge registered on February 24, 2022.
20. Instrument No. DR2104350 being an Application to Register Court Order registered on February 25, 2022.



21. Instrument No. DR2277369 being an Application to Register Court Order registered on November 7, 2023.
22. Instrument No. DR2286031 being an Application to Register Court Order registered on December 14, 2023.

**PIN 26459-0045 (LT)**

1. Instrument No. D292565 being a Notice of Lease registered October 4, 1988.
2. Instrument No. DR221708 being a Notice registered October 27, 2003.
3. Instrument No. DR717025 being an Application (General) registered June 4, 2008.
4. Instrument No. DR1186166 being a Notice registered on June 21, 2013.
5. Instrument No. DR1483975 being a Charge registered on June 16, 2016.
6. Instrument No. DR1484004 being a Notice of Assignment of Rents – General registered on June 16, 2016.
7. Instrument No. DR1516601 being a Charge registered on September 15, 2016.
8. Instrument No. DR1516602 being a Notice of Assignment of Rents – General registered on September 15, 2016.
9. Instrument No. DR1669953 being a Charge registered on December 22, 2017.
10. Instrument No. DR1669954 being a Notice of Assignment of Rents – General registered on December 22, 2017.
11. Instrument No. DR1704190 being a Transfer of Charge registered on May 18, 2018.
12. Instrument No. DR1704193 being a Transfer of Charge registered on May 18, 2018.
13. Instrument No. DR1704240 being a Notice of Assignment of Rents – General registered on May 22, 2018.

14. Instrument No. DR1704245 being a Notice of Assignment of Rents – General registered on May 22, 2018.
15. Instrument No. DR1763115 being a Charge registered on December 28, 2018.
16. Instrument No. DR1766858 being a Notice registered on January 16, 2019.
17. Instrument No. DR1916309 being a Transfer of Charge registered on August 10, 2020.
18. Instrument No. DR2104350 being an Application to Register Court Order registered on February 25, 2022.
19. Instrument No. DR2277369 being an Application to Register Court Order registered on November 7, 2023.
20. Instrument No. DR2286031 being an Application to Register Court Order registered on December 14, 2023.

**PIN 26459-0046 (LT)**

1. Instrument No. DR1483975 being a Charge registered on June 16, 2016.
2. Instrument No. DR1484004 being a Notice of Assignment of Rents – General registered on June 16, 2016.
3. Instrument No. DR1516601 being a Charge registered on September 15, 2016.
4. Instrument No. DR1516602 being a Notice of Assignment of Rents – General registered on September 15, 2016.
5. Instrument No. DR1669953 being a Charge registered on December 22, 2017.
6. Instrument No. DR1669954 being a Notice of Assignment of Rents – General registered on December 22, 2017.
7. Instrument No. DR1704190 being a Transfer of Charge registered on May 18, 2018.

8. Instrument No. DR1704193 being a Transfer of Charge registered on May 18, 2018.
9. Instrument No. DR1704240 being a Notice of Assignment of Rents – General registered on May 22, 2018.
10. Instrument No. DR1704245 being a Notice of Assignment of Rents – General registered on May 22, 2018.
11. Instrument No. DR1763115 being a Charge registered on December 28, 2018.
12. Instrument No. DR1766858 being a Notice registered on January 16, 2019.
13. Instrument No. DR1916309 being a Transfer of Charge registered on August 10, 2020.
14. Instrument No. DR2104350 being an Application to Register Court Order registered on February 25, 2022.
15. Instrument No. DR2277369 being an Application to Register Court Order registered on November 7, 2023.
16. Instrument No. DR2286031 being an Application to Register Court Order registered on December 14, 2023.

**PIN 26459-0050 (LT)**

1. Instrument No. CO101401 being an Assignment of Lease registered on March 8, 1962.
2. Instrument No. DR1483975 being a Charge registered on June 16, 2016.
3. Instrument No. DR1484004 being a Notice of Assignment of Rents – General registered on June 16, 2016.
4. Instrument No. DR1516601 being a Charge registered on September 15, 2016.
5. Instrument No. DR1516602 being a Notice of Assignment of Rents – General registered on September 15, 2016.

6. Instrument No. DR1669953 being a Charge registered on December 22, 2017.
7. Instrument No. DR1669954 being a Notice of Assignment of Rents – General registered on December 22, 2017.
8. Instrument No. DR1704190 being a Transfer of Charge registered on May 18, 2018.
9. Instrument No. DR1704193 being a Transfer of Charge registered on May 18, 2018.
10. Instrument No. DR1704240 being a Notice of Assignment of Rents – General registered on May 22, 2018.
11. Instrument No. DR1704245 being a Notice of Assignment of Rents – General registered on May 22, 2018.
12. Instrument No. DR1763115 being a Charge registered on December 28, 2018.
13. Instrument No. DR1766858 being a Notice registered on January 16, 2019.
14. Instrument No. DR1916309 being a Transfer of Charge registered on August 10, 2020.
15. Instrument No. DR2104350 being an Application to Register Court Order registered on February 25, 2022.
16. Instrument No. DR2277369 being an Application to Register Court Order registered on November 7, 2023.
17. Instrument No. DR2286031 being an Application to Register Court Order registered on December 14, 2023.

**Schedule “D”**  
**Permitted Encumbrances**

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 Vesting Order)

PIN No.	Reg. Num.	Date	Instrument Type	Parties To
26459-0050	CO97966	September 29, 1961	Municipal By-Law	
	DR431409	September 26, 2005	Airport Zoning Regulations	
	DR963279	January 11, 2011	Director of Titles Order	
26459-0046	CO97966	September 29, 1961	Municipal By-Law	
	DR431409	September 26, 2005	Airport Zoning Regulations	

26459-0045	CO97966	September 29, 1961	Municipal By-Law	
	DR431409	September 26, 2005	Airport Zoning Regulations	
26456-0108	CO169590	June 26, 1968	Municipal By-Law	The Corporation of the Town of Ajax  Ajax Master Holding Inc.  The Corporation of the Town of Ajax  Lakeshore Luxe Design and Build Group Inc.
	D79596	November 1, 1978	Municipal By-law	
	DR431409	September 26, 2005	Airport Zoning Regulations	
	DR1508437	August 24, 2016	Notice of Site Plan Agreement	
	DR1675556	January 19, 2018	Charge/Mortgage	
	DR1511281	August 31, 2016	Municipal By-Law	
	DR2241513	June 27, 2023	Transfer of Charge	
	(related to DR1675556 as the Charge/Mortgage has been transferred)			
26459-0037	CO97966	September 29, 1961	Municipal By-Law	Ajax Master Holding Inc.
	DR1675556	January 19, 2018	Charge/Mortgage	

	DR431409  DR2241513 (related to DR1675556 as the Charge/Mortgage has been transferred)	September 26, 2005       June 27, 2023	Airport Zoning Regulations       Transfer of Charge	Lakeshore Luxe Design and Build Group Inc.
26459-0036	CO97966  DR1675556  DR2241513 (related to DR1675556 as the Charge/Mortgage has been transferred)	September 29, 1961  January 19, 2018  June 27, 2023	Municipal By-law  Charge/Mortgage  Transfer of Charge	Ajax Master Holding Inc.   Lakeshore Luxe Design and Build Group Inc.
26459-0035	LTC3716  DR1675556	September 29, 1961  January 19, 2018	Municipal By-law  Charge/Mortgage	Ajax Master Holding Inc.



	DR2241513  (related to  DR1675556 as  the  Charge/Mortgage  has been  transferred)	June 27, 2023	Transfer of Charge	Lakeshore Luxe Design and  Build Group Inc.
--	--	---------------	--------------------	---

**2615333 ONTARIO INC.**

- and -

**CENTRAL PARK AJAX DEVELOPMENTS PHASE 1 INC., et al**

Applicant

Respondents

Court File No. CV-20-00651299-00CL

<p><b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b> <b>(COMMERCIAL LIST)</b></p> <p>Proceedings commenced at Toronto, Ontario</p>	
<p><b>ORDER</b> <b>(Approval and Vesting Order)</b></p>	
<p><b>Thornton Grout Finnigan LLP</b> TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7</p> <p><b>Rebecca L. Kennedy (LSO# 61146S)</b> Tel: (416) 304-0603 Email: <a href="mailto:rkennedy@tgf.ca">rkennedy@tgf.ca</a></p> <p><b>Alexander Soutter (LSO# 72403T)</b> Tel: (416) 304-0595 Email: <a href="mailto:asoutter@tgf.ca">asoutter@tgf.ca</a></p> <p>Lawyers for the Court-appointed Receiver, TDB Restructuring Limited</p>	

## **APPENDIX “B”**

## Rushi Chakrabarti

---

**From:** Shapira, Daniel <daniel.shapira@ca.dlapiper.com>  
**Sent:** October 2, 2024 4:19 PM  
**To:** Avrom Brown; Cerelli, Julianne  
**Cc:** Mark Lauriola; Alexander Soutter  
**Subject:** Re: [EXTERNAL] Ajax Closing Date

Confirmed.

Daniel Shapira  
Partner

T +1 416.862.3371  
E daniel.shapira@dlapiper.com

---

**From:** Avrom Brown <abrown@GARFINKLE.com>  
**Sent:** Wednesday, October 2, 2024 2:31:16 PM  
**To:** Shapira, Daniel <daniel.shapira@ca.dlapiper.com>; Cerelli, Julianne <julianne.cerelli@ca.dlapiper.com>  
**Cc:** Mark Lauriola <mlauriola@garfinkle.com>; Alexander Soutter <ASoutter@tgf.ca>  
**Subject:** [EXTERNAL] Ajax Closing Date

**DLA Piper (Canada) LLP ALERT:** This is an external email. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Daniel  
You were going to email me confirmation of the October 15th closing .  
Can you please do that right away.  
Needed before tomorrow's Motion.  
Thx very much.

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](mailto:abrown@garfinkle.com)  
[www.garfinkle.com](http://www.garfinkle.com)

IMPORTANT NOTICE: This message and the information contained therein is intended only for the use of the individual or entity to which it is addressed. The message may be protected by solicitor client-privilege and contain information that is confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify Garfinkle Biderman LLP immediately by contacting (416) 869-1234 and delete this electronic message from your computer system and that of your Internet Service Provider. Please note that any information provided via electronic messaging will be collected in accordance with Garfinkle

Biderman LLP's Privacy Policy (the "Policy"), which adopts the "Firm Privacy Policy" provisions provided by the Lawyer's Professional Indemnity Company, in compliance with the requirements of the Personal Information Protection and Electronic Documents Act, S.C. 2000 c.5., as amended. This Policy is available upon request from Garfinkle Biderman LLP.

## **APPENDIX “C”**

Avrom W. Brown  
Direct Line: 416-869-7600  
e-mail: abrown@garfinkle.com

Assistant/Clerk: Courtney Clarkson  
Direct Line: 416-869-7649  
e-mail: cjclarkson@garfinkle.com

**VIA EMAIL:**

October 15, 2024

DLA Piper LLP  
100 King St W Suite 6000  
Toronto, ON M5X 1E2

**Attention: Daniel Shapira**

Dear Sir:

Re: Sale of Ajax Lands  
Our File No.: 12859-001

---

We have earlier today forwarded to you all of the Vendor's closing deliveries.

To date, we have not received any of the Purchaser's closing deliveries and you have left us a voice message indicating that you were not yet in funds.

Accordingly, please consider the delivery of the Vendor's closing deliveries as tender upon you as solicitor for the Purchaser evidencing that the Vendor is ready, willing and able to complete this transaction.

Today is the closing date and accordingly, if the Purchaser has not delivered the Purchaser's closing deliveries by close of business today, the Purchaser will be in default under the Agreement of Purchase and Sale and as a result of such default, the Agreement of Purchase and Sale will be at an end and the deposit will be forfeited to the Vendor.

Yours very truly,

**GARFINKLE BIDERMAN LLP**

Per:

Avrom W. Brown



AWB:cjc

F:\apps\lctwin\masters\c7-ltr.doc

cc: TDB Restructuring Limited

cc: Alex Soutter

cc: Julianne Cerelli

## **APPENDIX “D”**



Avrom W. Brown  
Direct Line: 416-869-7600  
e-mail: abrown@garfinkle.com

Assistant/Clerk: Courtney Clarkson  
Direct Line: 416-869-7649  
e-mail: cjclarkson@garfinkle.com

October 16, 2024

**VIA EMAIL:**

DLA Piper LLP  
100 King St W Suite 6000  
Toronto, ON M5X 1E2

**Attention: Daniel Shapira**

Dear Sir:

Re: Sale of Ajax Lands  
Our File No.: 12859-001

---

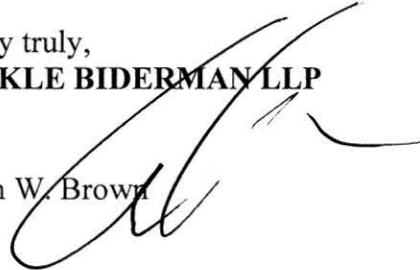
Further to our letter of yesterday afternoon, this transaction did not close yesterday, which was the closing date, as a result of the Purchaser's default resulting from its inability to close.

Accordingly, the Agreement of Purchase and Sale is terminated, this transaction is at an end and the deposit is forfeited.

We will be forwarding the deposit to the Receiver pursuant to the provisions of the Agreement of Purchase and Sale.

Yours very truly,  
**GARFINKLE BIDERMAN LLP**

Per:  
Avrom W. Brown



AWB:cjc  
F:\apps\lctwin\masters\d1-ltr.doc  
cc: TDB Restructuring Limited  
cc: Alex Soutter  
cc: Julianne Cerelli

## **APPENDIX “E”**

## Rushi Chakrabarti

---

**From:** Alexander Soutter  
**Sent:** November 1, 2024 9:41 AM  
**To:** jwadden@tyrllp.com  
**Cc:** Shimon Sherrington; Rebecca Kennedy; Rushi Chakrabarti  
**Subject:** RE: Central Park project [IMAN-CLIENT.FID140057]

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Jason,

We've scheduled an appointment (November 14 at 9:45am) to book motions to approve the back up bid and for an order confirming we can keep the deposit. If we have to go through with the deposit motion we will seek costs.

Please give your client's position – will it consent to an order that the Receiver is entitled to keep the deposit?

Alex

---

**From:** Alexander Soutter <ASoutter@tgf.ca>  
**Sent:** Wednesday, October 30, 2024 10:30 AM  
**To:** jwadden@tyrllp.com  
**Cc:** Shimon Sherrington <ssherrington@tyrllp.com>; Rebecca Kennedy <Rkennedy@tgf.ca>; Rushi Chakrabarti <rchakrabarti@tgf.ca>  
**Subject:** Central Park project [IMAN-CLIENT.FID140057]

Good morning Jason,

As you know, the transaction between the Receiver and your client, 1000612843 Ontario Inc., failed to close. The Receiver is entitled to keep the deposit paid and intends to seek an order to that effect.

We would like to seek that relief as expeditiously as possible. Can you please confirm if your client will consent to that relief? If so, then we'll ask for an order at our next scheduling appointment.

Please get back to me as soon as possible.

Regards,  
Alex



Alexander Soutter | Associate | ASoutter@tgf.ca | Direct Line +1 416-304-0595 | | Suite 3200, TD West Tower, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | www.tgf.ca

PRIVILEGED & CONFIDENTIAL - This electronic transmission is subject to solicitor-client privilege and contains confidential information intended only for the person(s) named above. Any other distribution, copying or disclosure is strictly prohibited. If you have received this e-mail in error, please notify our office immediately by calling (416) 304-1616 and delete this e-mail without forwarding it or making a copy. To Unsubscribe/Opt-Out of any electronic communication with Thornton Grout Finnigan, you can do so by clicking the following link: [Unsubscribe](#)

## **APPENDIX “F”**



ONTARIO SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-20-00651299-00CL DATE: 14 November 2024

NO. ON LIST: 1

TITLE OF PROCEEDING: 2615333 v. Central Park Ajax Developments Phase I Inc. et  
al

BEFORE JUSTICE: KIMMEL

**PARTICIPANT INFORMATION**

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

Name of Person Appearing	Name of Party	Contact Info
Wendy Greenspoon-Soer	Lawyers for the Applicant, 2615333 Ontario Inc.	wgreenspoon@garfinkle.com

**For Defendant, Respondent, Responding Party, Defence:**

Name of Person Appearing	Name of Party	Contact Info
John R. Hart	Lawyers for The Corporation of the Town of Ajax	jhart@ritchieketcheson.com
Rachel Allen	Lawyer for 2449880 Ontario Inc.	rallen@agblp.com

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
Rebecca Kennedy	Counsel to the Receiver, TDB Restructuring Limited	rkennedy@tgf.ca
Rushi Chakrabarti	Receiver, TDB Restructuring Limited	rchakrabarti@tgf.ca

Jason Wadden	Counsel for Prospective Purchaser (Lakeshore Luxe)	jwadden@tyrllp.com

---

**ENDORSEMENT OF JUSTICE KIMMEL:**

1. Two proposed motions by the Receiver have been scheduled as follows:
  - a. A one hour motion on December 6, 2024 to address the Receiver's Borrowings (prior to the maturity of its existing borrowing facility on December 14, 2024) and the Receiver's entitlement to retain the Deposit paid by the Purchaser under an APS that failed to close, and for approval of the proposed use/distribution of that Deposit. The Purchaser is trying to resurrect this failed transaction, but if it is not able to do so it has advised that it will not oppose this motion as it relates to the retention of the Deposit. The applicant has reserved its right to oppose other aspects of this motion (not the retention of the Deposit), pending receipt of the motion material. Counsel shall agree upon a timetable for all pre-hearing steps for the December 6, 2024 motion such that all materials shall have been served, filed and uploaded into Case Center by no later than 12:00 p.m. on December 5, 2024.
  - b. A half-day motion on March 3, 2025 before Cavanagh J. for the return of the Receiver's motion for approval of a Back Up Bid from the Town of Ajax to purchase the subject property (in the event that the APS with the Purchaser is not resurrected).
2. The parties shall come to the December 6, 2024 hearing with a proposed timetable for all pre-hearing steps for the March 3, 2025 motion if it is proceeding.
3. If the failed purchase transaction is resurrected, the parties shall vacate the March 3, 2025 hearing date when they appear on December 6, 2024 as that motion will no longer be necessary.



KIMMEL J.

## **APPENDIX “G”**

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

B E T W E E N :

**2615333 ONTARIO INC.**

Applicant

- and -

**CENTRAL PARK AJAX DEVELOPMENTS PHASE 1 INC., 9654488 CANADA INC.,  
9654461 CANADA INC., 9654372 CANADA INC., 9617680 CANADA INC. AND  
9654445 CANADA INC.**

Respondents

**THIRD REPORT OF THE RECEIVER**  
**December 8, 2023**

**Table of Contents**

<b>I. INTRODUCTION.....</b>	<b>2</b>
<b>II. TERMS OF REFERENCE .....</b>	<b>2</b>
<b>III. BACKGROUND .....</b>	<b>3</b>
<b>IV. CONCLUSIONS .....</b>	<b>5</b>
<b>Schedule “A” .....</b>	<b>6</b>

**APPENDICES**

**Appendix “A” – Appointment Order dated April 15, 2021**

**Appendix “B” – 261 Certificate – Receiver’s Certificate #1**

**Appendix “C” – Order of Justice Kimmel dated June 1, 2023**

**Appendix “D” – October 5, 2023 email from J. Lee re agreement to postpone**

**Appendix “E” – Email thread following up with J. Lee**

**Appendix “F” – Interim Receipts and Disbursements dated December 8, 2023**



## **I. INTRODUCTION**

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated April 15, 2021 (the “**Appointment Order**”), RSM Canada Limited was appointed as receiver (the “**Receiver**”), without security, of certain lands and premises owned by the Respondents, identified in Schedule “A” hereto (the “**Harwood Properties**”), and all of the assets, undertakings and properties of the Respondents acquired for, or used in relation to such lands and premises, including all proceeds thereof (collectively, the “**Property**”). A copy of the Appointment Order is attached as **Appendix “A”**.
2. The purpose of this Third Report is to provide information related to the Receiver’s motion for an order subordinating the 261 Certificate to the Hillmount Certificates (as such terms are defined below) and postponing the repayment of the indebtedness secured by the 261 Certificate to the indebtedness secured by the Hillmount Certificates.

## **II. TERMS OF REFERENCE**

3. In preparing this 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 this 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 of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

4. Unless otherwise stated, all monetary amounts contained in this Third Report are expressed in Canadian dollars.

### **III. BACKGROUND**

5. The Harwood Properties are real property located in Ajax, Ontario.
6. Pursuant to the Appointment Order, the Receiver was authorized to borrow funds pursuant to Receiver's Certificates.
7. The Receiver borrowed \$500,000 from the Applicant pursuant to a Receiver's Certificate dated April 14, 2022 (the "**261 Certificate**"). A copy of the 261 Certificate is attached at **Appendix "B"**.
8. The Receiver required further funding. By order dated June 1, 2023 (the "**June 1 Order**"), Justice Kimmel authorized the Receiver to borrow up to a maximum of \$1,500,000. A copy of the June 1 Order is attached at **Appendix "C"**.
9. On May 29, 2023, counsel to 261 advised that 261 would not be able to fund the additional borrowings by the Receiver.
10. Between June 1, 2023 and August 15, 2023, the Receiver approached two other lenders to request funding pursuant to a Receiver's certificate, and both lenders declined.
11. Eventually, after 261 and two other lenders declined to provide the Receiver with further funding, the Receiver entered into discussions with Hillmount Capital Inc. ("**Hillmount**")

for the purpose of obtaining additional financing and was advised that it would be a term of Hillmount entering into any agreement for additional financing that 261 agree to postpone and subordinate the 261 Certificate to the indebtedness owing pursuant to any Receiver's Certificates issued in favour of Hillmount (the "**Hillmount Certificates**").

12. By email dated October 5, 2023, real estate / corporate counsel to 261 confirmed that 261 "is agreeable to a postponement of its \$500,000 mortgage to the new mortgage of up to \$1,000,000.00". A copy of this email is attached at **Appendix "D"**.
13. The Receiver entered into a term sheet with Hillmount dated November 16, 2023 (the "**Term Sheet**"), for the purpose of obtaining further financing.
14. The Term Sheet provides that, as a condition of financing, the amount owing under the 261 Certificate would be subordinated and postponed to any amount advanced by Hillmount pursuant to the Hillmount Certificates.
15. Hillmount prepared a form of subordination agreement. The Receiver sent a copy of this agreement to counsel to 261 on November 21, 2023, and asked that they comment on the draft and finalize it.
16. By emails dated November 23, 27, and 29, 2023, counsel to the Receiver followed up with counsel to 261. Despite confirming that they received the draft and were reviewing it, the subordination agreement has not been finalized, nor has 261 provided any comments. A copy of the email thread containing the November 21, 23, 27 and 29, 2023, emails is attached at **Appendix "E"**.

17. The Receiver urgently requires funding. Professionals have gone unpaid for the better part of a year. The Receiver's property manager has threatened to cease activity in respect of the Property, and there are ongoing repairs and maintenance costs that the Receiver is unable to address due to a lack of funds. The Receiver's ability to carry out its mandate is being threatened by 261 not engaging on terms of a subordination agreement satisfactory to Hillmount. A copy of the Receiver's Interim Receipts and Disbursements for the period April 15, 2021 to November 30, 2023 is attached at **Appendix "F"**.

#### **IV. CONCLUSIONS**

18. Given the foregoing, the Receiver respectfully requests that this Court make the requested order and subordinate the 261 Certificate to the Hillmount Certificates and postpone the repayment of all amounts owing pursuant to the 261 Certificate to the amounts that may become owing pursuant to the Hillmount Certificates.

All of which is respectfully submitted to this Court as of this 8<sup>th</sup> day of December, 2023.

**RSM Canada Limited**, in its capacity as Court-appointed Receiver of the Property listed on Schedule "A" hereto, and not in its personal or corporate capacity

Per:



Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT  
President

**Schedule “A”**

PIN:26459-0050(LT) -PT LT 3, PL 488 AJAX AS IN CO78427; AJAX- 134 HARWOOD

PIN: 26459-0046(LT)- LT 6 PL 488 AJAX; AJAX - 148 HARWOOD

PIN: 26459-0045(LT)- LT 7 PL 488 AJAX; LT 8 PL 488 AJAX; AJAX – 152 HARWOOD

PIN: 26456-0108- PART OF MUNICIPAL PARKING AREA, PLAN 488 PICKERING, PART 1, PLAN 40R28209; SUBJECT TO AN EASEMENT AS IN DR1517437; TOWN OF AJAX-184/188 HARWOOD

PIN: 26459-0037(LT)-LT 21 PL 488 AJAX; PT LT 20 PL 488 AJAX; PT LT 22 PL 488 AJAX AS IN CO52847; AJAX-214 HARWOOD

PIN: 26459-0036(LT)-TO LT 22 PL 488 AJAX; PT LT 23 PL 488 AJAX AS IN CO72557; TOWN OF AJAX- 224 HARWOOD

PIN: 26459-0035(LT)- PCL 23-1 SEC M27; LT 23 PL M27 EXCEPT THE NLY 2 FT FROM FRONT TO REAR AS SHOWN ON PL M27; S/T AN EASEMENT, IF ANY, FOR THE CORPORATION OF THE TOWN OF AJAX, FOR THE PURPOSE OF CONSTRUCTING, REPAIRING AND MAINTAINING WATERMAINS AND SEWERS IN OR UNDER THE SAID LANDS; AJAX- 226 HARWOOD

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

**2615333 ONTARIO INC.**

- and -

**CENTRAL PARK AJAX DEVELOPMENTS PHASE 1 INC. *et al***

Applicant

Respondents

Court File No.: CV-20-00651299-00CL

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

Proceedings commenced at Toronto, Ontario

**THIRD REPORT OF THE RECEIVER  
December 8, 2023**

**THORNTON GROUT FINNIGAN LLP**  
TD West Tower, Toronto-Dominion Centre  
100 Wellington Street West, Suite 3200  
Toronto, ON M5K 1K7

**Rebecca L. Kennedy (LSO# 61146S)**  
Tel: (416) 304-0603  
Email: [rkennedy@tgf.ca](mailto:rkennedy@tgf.ca)

**Alexander Soutter (LSO# 72403T)**  
Tel: (416) 304-0595  
Email: [asoutter@tgf.ca](mailto:asoutter@tgf.ca)

Lawyers for the Court-appointed Receiver

## **APPENDIX ‘H’**



Court File No. CV-20-00651299-00CL

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

THE HONOURABLE

)

TUESDAY, THE 12<sup>TH</sup>

)

JUSTICE CAVANAGH

)

DAY OF DECEMBER, 2023

**2615333 ONTARIO INC.**

Applicant

- and -

**CENTRAL PARK AJAX DEVELOPMENTS PHASE 1 INC., 9654488 CANADA INC.,  
9654461 CANADA INC., 9654372 CANADA INC., 9617680 CANADA INC. and  
9654445 CANADA INC.**

Respondents

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

**ORDER  
(Priority of Receiver's Certificates)**

**THIS MOTION** made by RSM Canada Limited, in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of certain lands and premises owned by the Respondents, identified in Schedule “A” hereto (the “**Real Property**”), and all of the assets, undertakings and properties of the Respondents acquired for, or used in relation to such lands and premises, including all proceeds thereof (collectively, the “**Property**”), for an order subordinating the Receiver’s Certificate dated April 14, 2022 (the “**261 Certificate**”) in favour of the Applicant, to the Receiver’s Certificates (the “**Hillmount Certificates**”) in favour of Hillmount Capital Inc. (“**Hillmount**”) issued further to the term sheet dated November 16, 2023 between Hillmount and the Receiver, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.



- 2 -

**ON READING** the Third Report of the Receiver dated December 8, 2023, and on hearing the submissions of counsel for the Receiver and such other parties listed on the Counsel Slip, no one else appearing although duly served as appears from the Affidavit of Service of Roxana G. Manea sworn December 11, 2023,

**PRIORITY OF RECEIVER'S CERTIFICATES**

1. **THIS COURT ORDERS** that notwithstanding paragraph 23 of the Order of Justice Cavanagh dated April 15, 2021, the 261 Certificate is subordinated to the Hillmount Certificates, and the repayment of the 261 Certificate is postponed until all amounts due under the Hillmount Certificates are repaid in full.

**REGISTRATION ON TITLE**

2. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Durham (LRO No. 40) accept this Order for registration on title to the Real Property described in Schedule "A" hereto.
3. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without further need for entry and filing.



Digitally signed by  
Mr. Justice  
Cavanagh

- 3 -

**Schedule “A”**

**Real Property**

PIN26459-0050 (LT) - PT LT 3, PL 488 AJAX AS IN CO78427; AJAX- 134 HARWOOD

PIN26459-0046 (LT) - LT 6 PL 488 AJAX; AJAX - 148 HARWOOD

PIN26459-0045 (LT) - LT 7 PL 488 AJAX; LT 8 PL 488 AJAX; AJAX – 152 HARWOOD

PIN26456-0108 (LT) - PART OF MUNICIPAL PARKING AREA, PLAN 488 PICKERING, PART 1, PLAN 40R28209; SUBJECT TO AN EASEMENT AS IN DR1517437; TOWN OF AJAX 184/188 HARWOOD

PIN26459-0037 (LT) - LT 21 PL 488 AJAX; PT LT 20 PL 488 AJAX; PT LT 22 PL 488 AJAX AS IN CO52847; AJAX-214 HARWOOD

PIN26459-0036 (LT) - TO LT 22 PL 488 AJAX; PT LT 23 PL 488 AJAX AS IN CO72557; TOWN OF AJAX- 224 HARWOOD

PIN26459-0035 (LT) - PCL 23-1 SEC M27; LT 23 PL M27 EXCEPT THE NLY 2 FT FROM FRONT TO REAR AS SHOWN ON PL M27; S/T AN EASEMENT, IF ANY, FOR THE CORPORATION OF THE TOWN OF AJAX, FOR THE PURPOSE OF CONSTRUCTING, REPAIRING AND MAINTAINING WATERMAINS AND SEWERS IN OR UNDER THE SAID LANDS; AJAX- 226 HARWOOD

**2615333 ONTARIO INC.**

- and -

**CENTRAL PARK AJAX DEVELOPMENTS PHASE 1 INC., et al**

Applicant

Respondents

Court File No. CV-20-00651299-00CL

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

Proceedings commenced at Toronto, Ontario

**ORDER  
(Priority of Receiver's Certificates)**

**Thornton Grout Finnigan LLP**  
TD West Tower, Toronto-Dominion Centre  
100 Wellington Street West, Suite 3200  
Toronto, ON M5K 1K7

**Rebecca L. Kennedy (LSO# 61146S)**  
Tel: (416) 304-0603  
Email: [rkennedy@tgf.ca](mailto:rkennedy@tgf.ca)

**Alexander Soutter (LSO# 72403T)**  
Tel: (416) 304-0595  
Email: [asoutter@tgf.ca](mailto:asoutter@tgf.ca)

Lawyers for the Court-appointed Receiver, RSM Canada Limited

## **APPENDIX “I”**

**TDB Restructuring Limited**  
**Court-Appointed Receiver of 134, 148, 152, 184/188, 214,**  
**224 and 226 Harwood Avenue South, Ajax**  
**Interim Statement of Receipts and Disbursements**  
**For the period April 15, 2021 to November 27, 2024**

**Receipts**

Advance from secured creditors (Note 1)	\$ 1,500,000
Rental Income	202,342
HST Collected	26,304
Interest	16,291
Miscellaneous	73
<b>Total receipts</b>	<b>\$ 1,745,010</b>

**Disbursements**

Repairs and Maintenance	\$ 196,312
Property Management Fees	129,685
Interest Charges	106,920
Insurance	66,000
Financing Fees	45,000
Utilities	38,507
Miscellaneous	13,755
Appraisal Fees	13,000
Environmental Consulting	5,000
Legal Fees and Disbursements	466,254
Receiver's Fees & Costs	364,384
HST Paid	154,852
<b>Total disbursements</b>	<b>\$ 1,599,668.70</b>
<b>Excess of Receipts Over Disbursements</b>	<b>\$ 145,341</b>

**Notes:**

1. These amounts represent advances from 2615333 Ontario Inc. and Hillmount Capital secured by Receiver Certificates No. 1, 2 and 3 in the amounts of \$500,000 and \$750,000 and \$250,000, respectively.
2. The deposit relating to the failed Transaction is not disclosed in the R&D above, as the amount of the deposit is confidential.

***E&OE***

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

**2615333 ONTARIO INC.**

- and -

**CENTRAL PARK AJAX DEVELOPMENTS PHASE 1 INC. *et al***

Applicant

Respondents

Court File No.: CV-20-00651299-00CL

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

Proceedings commenced at Toronto, Ontario

**SIXTH REPORT OF THE RECEIVER**

**THORNTON GROUT FINNIGAN LLP**

TD West Tower, Toronto-Dominion Centre  
100 Wellington Street West, Suite 3200  
Toronto, ON M5K 1K7

**Rebecca L. Kennedy (LSO# 61146S)**

Tel: (416) 304-0603 / Email: [rkennedy@tgf.ca](mailto:rkennedy@tgf.ca)

**Alexander Soutter (LSO# 72403T)**

Tel: (416) 304-0595 / Email: [asoutter@tgf.ca](mailto:asoutter@tgf.ca)

**Rudrakshi Chakrabarti (LSO# 86868U)**

Tel: (416) 307-2425 / Email: [rchakrabarti@tgf.ca](mailto:rchakrabarti@tgf.ca)

Lawyers for the Court-appointed Receiver,  
TDB Restructuring Limited