



TDB Restructuring Limited
Licensed Insolvency Trustee

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IN THE MATTER OF THE RECEIVERSHIP OF
CBJ DEVELOPMENTS INC., CBJ – CLEARVIEW GARDEN ESTATES INC.,
CBJ BRIDLE PARK II INC.

SECOND REPORT TO THE COURT OF TDB RESTRUCTURING LIMITED

SEPTEMBER 20, 2024

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1.0 INTRODUCTION

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated January 26, 2024 (the “**Receivership Order**”), RSM Canada Limited (“**RCL**”) was appointed receiver and manager (the “**Receiver**”) of all property, assets, and undertakings of CBJ - Clearview Garden Estates Inc. (“**CBJ Clearview**”), CBJ Bridle Park II Inc. (“**CBJ Bridle Park II**”), and CBJ Developments Inc. (“**CBJ Developments**” and collectively referred to as the “**Debtors**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**.
2. The property, assets and undertakings of the Debtors is comprised primarily of the following real property:
 - a) 7535 Highway 26 Nottawasaga comprising 97.28 acres (the “**CBJ Property**”);
 - b) 7535 Highway 26, Nottawasaga, Ontario comprising 78.6 acres (the “**Bridle Park II Property**”); and
 - c) 6273 27/28 Sideroad, Stayner (the “**Clearview Property**”).

Together, the CBJ Property, the Bridle Park II Property and the Clearview Property are referred to herein as the “**Real Property**” or “**Properties**”.
3. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RCL (the “**Substitution Order**”). A copy of the Substitution Order is attached as **Appendix “B”** to this report.
4. Terms not defined herein are defined in the Receivers report dated May 22, 2024 (the “**First Report**”).
5. The Receivership Order, together with Court documents related to the receivership proceeding, have been posted on the Receivers website, which can be found at: <https://tdbadvisory.ca/insolvency-case/cbj-developments-inc-cbj-clearview-garden-estates-inc-and-cbj-bridle-park-ii-inc/> (the “**Case Website**”).

1.1 Purpose of Report

6. The purpose of this report (the “**Second Report**”) is to:
 - a) provide the Court with information about the Receiver’s activities since its First Report;
 - b) report to the Court on the results of the Receiver’s efforts to market and sell the Real Property (the “**Sale Process**”) including the circumstances surrounding the termination of the Initial Transaction (as defined below);
 - c) provide the Court with a summary of the Receiver’s cash receipts and disbursements for the period January 26, 2024, to August 31, 2024 (the “**R&D**”), including the Receiver’s borrowings pursuant to the Receiver’s Certificate; and
 - d) seek an Order from the Court:
 - i. approving the transaction (the “**Sale Transaction**”) detailed in the asset purchase agreement between the Receiver and 1180554 Ontario Limited (“**118**”) dated July 24, 2024 (the “**APA**”), and vesting all of the Receiver’s and the Debtors’ right, title and interest in and to the Property (as defined in the APA, including the Real Property) in and to 118 upon the closing of the Sale Transaction;
 - ii. approving the R&D;
 - iii. approving this Second Report and the Receiver’s activities as set out herein; and
 - iv. approving the fees of the Receiver and its insolvency counsel, Paliare Roland Rosenberg Rothstein LLP (“**Paliare**”), and real estate counsel Dickinson Wright.

2.0 TERMS OF REFERENCE

7. In preparing this 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 this 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 of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
8. Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

3.0 BACKGROUND

9. Details regarding the background of these proceedings and the Receiver’s activities through May 22, 2024 can be found in the Receiver’s First Report, a copy of which (without appendices) is attached hereto as **Appendix “C”**.

4.0 ACTIVITIES OF THE RECEIVER

10. Further to the activities of the Receiver as set out in the First Report, the Receiver has since undertaken the following activities:
 - a) maintained the Receiver’s Case Website;
 - b) corresponded with tenants and collected rent;
 - c) renewed insurance coverage;
 - d) paid interim property taxes;

- e) corresponded with Canada Revenue Agency regarding the Debtors' HST accounts;
- f) negotiated extension arrangements with Toronto Capital (Stayner) Corp. in Trust (the "**Initial Purchaser**") and its solicitors;
- g) terminated the Initial Transaction;
- h) engaged in ongoing discussions with First Global Financial Corp., the second mortgagee ("**First Global**"), and its solicitors regarding the Initial Purchaser's refinancing and inability to close;
- i) consulted with the first secured creditors and their counsel regarding the status and difficulties in completing the Initial Transaction;
- j) engaged in status discussions with Royal LePage ("**RLP**") and reengagement with new listing agreement after Initial Purchaser aborted the Initial Transaction;
- k) negotiated the APA with 118 and its counsel; and
- l) prepared the Second Report.

5.0 SALE PROCESS

5.1 The Approval and Subsequent termination of the Initial Transaction

- 11. On April 28, 2024, the Receiver entered into an asset purchase agreement with the Initial Purchaser contemplating the sale of the Real Property to the Initial Purchaser (the "**Terminated APA**").
- 12. On May 29, 2024, Justice Kimmel granted an Approval and Vesting Order approving the transaction (the "**Initial Transaction**") detailed in the Terminated APA and vesting all of the Receiver's and the Debtors' right, title and interest in the Real Property to the Initial Purchaser upon the closing of the Initial Transaction. The

particulars of the Initial Transaction were described in the First Report and the Confidential Appendix attached thereto.

13. The closing date for the Initial Transaction was expected to be on June 10, 2024.
14. Following Court approval of the Initial Transaction, the Initial Purchaser advised the Receiver that it would not be able to close the transaction on the originally scheduled closing date and requested an extension in order to finalize its financing commitment. The Receiver agreed to extend the closing to June 28, 2024 to provide time for the Initial Purchaser to secure its financing. In consideration for the extension, the Initial Purchaser provided the Receiver with a further deposit of \$250,000 (in addition to the \$750,000 deposit that the Receiver was already holding) on June 17, 2024 (such sums being the “**Deposits**”).
15. The Initial Purchaser was again unable to close on June 28, 2024 and requested a further extension. The Receiver agreed to grant the Initial Purchaser a further extension to July 3, 2024.
16. Notwithstanding the further extension, the Initial Purchaser failed to close the Initial Transaction and, accordingly, the Initial Purchaser forfeited the Deposits.
17. On July 3, 2024, the Receiver’s real estate counsel, Dickinson Wright, confirmed to the Initial Purchaser’s counsel that the Initial Transaction was terminated and that the Deposits were forfeited. A copy of Dickinson Wright’s July 3, 2024 letter concerning the Initial Purchaser’s forfeiture of the Deposits is attached as **Appendix “D”** to this Report.

5.2 The Relaunch of the Sale Process

18. On July 11, 2024, the Receiver relaunched the Sale Process.
19. The relaunch of the Sales Process included the following activities:
 - a) the Real Property was re-listed on the MLS on July 11, 2024;

- b) RLP sent out email brochures to a targeted list of 1,234 prospective purchasers on two separate occasions;
 - c) RLP posted a highlight video showcasing the Properties on YouTube and a link provided the video to prospective purchasers;
 - d) RLP made targeted solicitation calls to developers and prospective purchasers;
 - e) the Properties were again advertised via social media (Linkedin) postings by RLP; and
 - f) an electronic data room was established to provide access to confidential information pertaining to the Properties, including the Receiver's standard form of APA, to parties who had executed a confidentiality agreement.
20. Throughout the new marketing process, RLP provided the Receiver with updated status reports of the marketing activities undertaken by RLP, including the names of prospective purchasers.
21. In connection with the relaunch of the Sales Process, RLP advised interested parties that the deadline to submit offers for the Properties was July 31, 2024 (the "**Second Bid Submission Deadline**")
22. As of the Second Bid Submission Deadline, 118's offer was the only offer made for the Properties.

5.3 The 118 Credit Bid

23. 118 holds first mortgages registered against the Properties. As at September 30, 2024, the amount owing to 118 under these mortgages will total \$18,479,188, according to a statement provided by 118, a copy of which is attached to this report as **Appendix "E"**). In addition, 118 claims that it is owed a Participation Fee (as described and defined below) totaling \$11,685,000 and that this amount is also secured in first position under its mortgages.

24. 118 submitted its offer in the form of the APA to the Receiver on July 30, 2024. The APA is structured as a credit bid for the Real Property. A partially redacted copy of the APA (redacted only to conceal financial terms of the offer), is attached as **Appendix “F”** to this report. An unredacted copy of the APA is attached as **Confidential Appendix “1”**.
25. The key terms of the APA are as follows:
- a) **Purchase Price:** as set out in the APA;
 - b) **Purchased Assets:** the Real Property;
 - c) **Closing:** 11 days following the issuance of the Approval and Vesting Order;
 - d) **Representations and Warranties:** “as is, where is” transaction with limited representations and warranties; and
 - e) **Material Conditions:** issuance of an approval and vesting order.
26. The APA requires that an Approval and Vesting Order (in the form sought on this motion) be granted, which Approval and Vesting Order contemplates the usual mechanism requiring the Receiver to deliver to 118 a Certificate of the Receiver (in the form attached to the form of Approval and Vesting Order sought on this motion) which will certify that all of the conditions in the APA have been satisfied or waived, and that the balance of the Purchase Price (as defined in the APA), has been paid in full by 118.

5.4 Reasonability of the Sales Process

27. The Receiver remains of the view that the Sale Process, as described in the First Report and above, was robust and appropriate to obtain the best transaction capable of being completed in the circumstances.
28. In total, the Real Property was marketed by the Receiver and its agent from February 13, 2024 to May 29, 2024 and again from July 11, 2024 to July 31, 2024. Moreover, as set out in the First Report, prior to the commencement of this receivership, the

Debtors were actively marketing the Real Property for sale and the Real Property had been listed on MLS from October 11, 2023 to the date of the Receivership Order.

29. In all, the Receiver is of the view that
- a) sufficient efforts were made to obtain the highest and best price for the Properties;
 - b) the length of the marketing process was appropriate;
 - c) the marketing process was conducted fairly and with integrity; and
 - d) the Offer represents the highest and best offer in the circumstances.

6.0 SUMMARY OF THE NET SALE PROCEEDS

6.1 Background to the Mortgages on Title to the Properties and Amounts Owing

30. As set out in the Application Record in support of the Receivership Order, on September 15, 2021, pursuant to a loan agreement between the Debtors and 118 (the “**Loan Agreement**”), 118 made a mortgage loan available to the Debtors in the principal amount of \$16,000,000.
31. As security for the loan, the Debtors granted 118, among other things, the following mortgages (“collectively the “**118 Mortgages**”):
- a) On October 22, 2021, CBJ Developments granted 118 a first mortgage in the amount of \$5 million on the CBJ Property;
 - b) On October 14, 2021, CBJ Bridle Park II granted 118 a first mortgage in the amount of \$5 million on the Bridle Park II Property; and
 - c) On October 8, 2021, CBJ Clearview granted 118 a first mortgage in the amount of \$6 million on the Clearview Property.

32. The Debtors also granted the following additional mortgages (collectively, the “**Second Mortgages**”) in respect of the Properties:
- a) On September 29, 2021, CBJ Developments granted Bridle Park Inc. a mortgage in the amount of \$12,969,738 on the CBJ Property. On October 22, 2021, this mortgage was postponed in favour of 118;
 - b) On September 8, 2021, CBJ Bridle Park II granted Bridle Park II Inc. a mortgage in the amount of \$9,999,762. On October 14, 2021, this mortgage was postponed in favour of 118.
 - c) On October 8, 2021, CBJ Clearview granted Bridle Park II Inc. a mortgage in the amount of \$13,001,142 on the CBJ Clearview Property; and
 - d) Each of the Second Mortgages was assigned to First Global Financial Corp. (“**First Global**”), the current second mortgagee. As at May 22, 2024, the amount that First Global claims is owing is \$44,601,713, inclusive of principal and interest.
33. As at September 30, 2024, the amount owing to 118 under the Loan Agreement (and secured by the 118 Mortgages) is \$18,479,188 in respect of the principal, interest and costs and advances by way of borrowings made to the Receiver (this amount being the “**118 Credit**”).
34. The Receiver has obtained an opinion from its independent legal counsel confirming that, subject to usual assumptions and qualifications, (i) the 118 Mortgages constitute valid and enforceable charges in first priority against the respective Properties. A copy of the security opinion will be made available upon request.

6.2 The Credit Bid and Forfeiture of the Deposits

35. Given that the Sale Transaction contemplates the acquisition of the Properties by 188 through a credit bid, the Sale Transaction will not generate any proceeds for distribution to creditors.

36. However, as noted above, Receiver received Deposits in the amount of \$1 million in connection with the Initial Transaction, which amounts have now been forfeited. Following the termination of the Initial Transaction, the Receiver distributed \$500,000 of the forfeited Deposits to 118 and the Receiver has and continues to use the balance of the Deposits for general administrative purposes, as reflected in the R&D.
37. If, following the completion of the Sale Transaction, there remains unextinguished 118 Credit, the Receiver intends to distribute the remaining Deposits to 118, up to the amount of unextinguished 118 Credit and less such holdback as the Receiver determines necessary, in its discretion, to bring its mandate to a conclusion (such scheme of distribution being the “**118 Distribution**”).

7.0 PARTICIPATION AGREEMENT

38. In connection with the Loan Agreement, on September 28, 2021, the Debtors, 118 and 1852733 Alberta Ltd. entered into a participation agreement (the “**Participation Agreement**”). The Participation Agreement stipulates, among other things, that the Debtors shall pay 118 \$10,000 per single detached, semi-detached or townhouse unit that is sold on the Properties, and \$5,000 per unit for apartments, condos or other high-density units that is sold on the Properties.
39. In addition to the 118 Credit, 118 claims to be owed \$11,685,000 by the Debtors under the Participation Agreement (the “**Participation Fee**”), as reflected in the payout statement 118 referenced above and attached as **Appendix “E”** to this report.
40. First Global disputes the validity and enforceability of the Participation Fee claimed under the Participation Agreement.
41. Accordingly, the 118 Distribution is limited to the value of the 118 Credit, which reflects the undisputed portion of the Debtors’ indebtedness to 118 (as set out in the payout statement) but not any amounts in relation to the disputed Participation Fee. To the extent that there are any surplus proceeds following the 118 Distribution that

could be attributable to the Participation Fee, the Receiver will hold these funds pending further order of the Court.

42. The Receiver's independent legal counsel did not opine on the validity, enforceability or any amounts that may be owing under the Participation Agreement.

8.0 RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

43. The R&D for the period from January 26, 2024 to August 31, 2024 sets out cash receipts of \$1,065,832, including an advance made by 118 totaling \$50,000 pursuant to Receiver's Certificate #1, and cash disbursements of \$891,736, resulting in an excess of receipts over disbursements of \$174,096. A copy of the interim R&D is attached as **Appendix "G"** to this report.

9.0 PROFESSIONAL FEES

44. The Receiver's accounts for the period from May 1, 2024 to August 31, 2024 total \$127,902.12 in fees and disbursements, plus HST of \$16,627.28, for a total amount of \$144,529.41. 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 Bryan A. Tannenbaum sworn on September 18, 2024 and attached as **Appendix "H"** to this report.
45. The accounts of the Receiver's counsel, Paliare, for the period from May 1, 2024 to August 31, 2024 total \$57,518.66 in fees and disbursements, inclusive of HST. A copy of Paliare'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.
46. The accounts of the Receiver's real estate counsel, Dickinson Wright, for the period from May 7, 2024 to July 3, 2024 total \$67,496.67 in fees and disbursements, inclusive of HST. A copy of Dickinson Wright'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 Marc Lean sworn on September 19, 2024 and attached as **Appendix “J”** to this report.

10.0 RECEIVER’S REQUEST OF THE COURT

47. Based on the foregoing, the Receiver respectfully requests that the Court grant the order described in paragraph 6 (d) above.

All of which is respectfully submitted to this Court as of this 20th day of September 2024.

TDB RESTRUCTURING LIMITED, solely in its capacity as Receiver of the Debtors and not in its personal or corporate capacity

Per:



Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT
Managing Director

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF SECTION 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**

THE HONOURABLE

)

FRIDAY, THE 26th DAY

JUSTICE PENNY

)

OF JANUARY, 2024

)

1180554 ONTARIO LIMITED

Applicant

and

**CBJ DEVELOPMENTS INC., CBJ – CLEARVIEW GARDEN ESTATES INC.,
CBJ – BRIDLE PARK II INC.**

Respondents

**ORDER
(appointing Receiver)**

THIS MOTION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing RSM Canada Limited as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Respondents, CBJ - Clearview Garden Estates Inc. ("**CBJ - Clearview**"), CBJ Bridle Park II Inc. ("**CBJ - II**"), CBJ Developments Inc. ("**CBJ**") (hereinafter CBJ – Clearview, CBJ – II, and CBJ collectively referred to as the "**CBJ**" or "**Debtors**"), acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, the Affidavits of Matthew Castelli sworn October 20, 2023, November 16, 2023, and January 24, 2024, the Affidavit of Serafino Paul Mantini sworn December 5, 2023, the Affidavits filed by the Respondents being the Affidavits of Jeffrey Burrell sworn November 29, 2023, and December 5, 2023, and the Affidavit of Scott Metcalfe sworn January 24, 2024, and the Affidavit sworn by Randy Hoffner on January 25, 2024, filed by the parties holding a subsequent charge (“Subsequent Lenders”) as it relates to the Properties that are the subject matter of this Receivership, the Factum of the Applicants, the Factum of the Respondents and on hearing submissions for counsel for the Applicants, Respondents and the Subsequent Lenders 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 motion 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 all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property").

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 Property 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 Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the

relocating of Property 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 carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (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 to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, 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, the Property 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 Property, including advertising and soliciting offers in respect of the Property 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 Property 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 \$100,000.00, 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 Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (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 Property 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 Property against title to any of the Property;

- (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;
- (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 property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; 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, 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.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. 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 OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property 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 or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, 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 is 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

11. 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, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors 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 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, 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

13. 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 Property 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") and 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

14. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. 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

15. 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 Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (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 Property 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

16. 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 Property 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 Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. 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

18. 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 Property 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.

19. 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.

20. 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

21. 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

\$250,000.00 (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 Property 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.

22. 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.

23. 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.

24. 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

25. 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 www.rsmcanada.com/CBJ-developments-inc-et-al.

26. 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

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 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 Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors estate 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 (the "Receiver") of the assets, undertakings and properties of CBJ - Clearview, CBJ – II and CBJ acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, 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 Property, 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 Property 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 _____ 202__.

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

Per: _____

Name:

Title:

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.

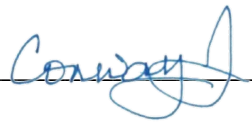
15. **THIS COURT ORDERS** that the requirement for a separate Notice of Motion and supporting Affidavit to be filed in the Court file of each of the Substituted Mandates be and is hereby waived.

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 is written over a horizontal black line. The signature appears to be "Conway J." with a stylized flourish at the end.

Schedule "A": BIA Mandates

Bankruptcies

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

Division 1 Proposals

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

Schedule “B”: Receivership Proceedings

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

Schedule "C": CCAA Proceedings

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

Schedule "D": Estate Trustee During Litigation Proceedings

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

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

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

TDB RESTRUCTURING LIMITED

and

RSM CANADA OPERATIONS ULC

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

O R D E R

CHAITONS LLP

Barristers and Solicitors
5000 Yonge Street, 10th Floor
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Maya Poliak (LSUC #54100A)

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Lawyers for the Applicant



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tdbadvisory.ca

IN THE MATTER OF THE RECEIVERSHIP OF
CBJ DEVELOPMENTS INC., CBJ – CLEARVIEW GARDEN ESTATES INC.,
CBJ BRIDLE PARK II INC.

FIRST REPORT TO THE COURT OF TDB RESTRUCTURING LIMITED

MAY 22, 2024

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

1180554 ONTARIO LIMITED

Applicant

-and-

**CBJ DEVELOPMENTS INC., CBJ – CLEARVIEW GARDEN ESTATES INC.,
CBJ – BRIDLE PARK II 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**”) dated January 26, 2024 (the “**Receivership Order**”), RSM Canada Limited (“**RSM**”) was appointed receiver and manager (the “**Receiver**”) of all property, assets, and undertakings of CBJ - Clearview Garden Estates Inc. (“**CBJ Clearview**”), CBJ Bridle Park II Inc. (“**CBJ Bridle Park II**”), and CBJ Developments Inc. (“**CBJ Developments**” and collectively referred to as the “**Debtors**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**.
2. The property, assets and undertakings of the Debtors is comprised primarily of the following real property:
 - a) 7535 Highway 26 Nottawasaga comprising 97.28 acres (the “**CBJ Property**”);
 - b) 7535 Highway 26, Nottawasaga, Ontario comprising 78.6 acres (the “**Bridle Park II Property**”); and
 - c) 6273 27/28 Sideroad, Stayner (the “**Clearview Property**”).

(Together, the CBJ Property, the Bridle Park II Property and the Clearview Property are referred to herein as the “**Real Property**” or “**Properties**”).
3. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM (the “**Substitution Order**”). A copy of the Substitution Order is attached as **Appendix “B”** to this report.

1.1 Purpose of Report

4. The purpose of this report (the “**First Report**”) is to:
 - a) provide the Court with a brief background leading up to the receivership proceedings;

- b) provide the Court with information about the Receiver’s activities since the Receivership Order;
- c) report to the Court on the results of the Receiver’s efforts to market and sell the Real Property (the “**Sale Process**”);
- d) provide the Court with a summary of the Receiver’s cash receipts and disbursements for the period January 26, 2024 to May 20, 2024 (the “**R&D**”); and
- e) seek an Order from the Court:
 - i. approving the transaction (the “**Transaction**”) detailed in the asset purchase agreement between the Receiver and Toronto Capital (Stayner) Corp. in Trust (the “**Purchaser**”) dated April 28, 2024 (the “**APA**”), and vesting all of the Receiver’s and the Debtor’s right, title and interest, if any, in and to the Property (as defined in the APA, including the Real Property) in and to the Purchaser upon the closing of the Transaction;
 - ii. approving a distribution to the Lender of the net cash component of the Purchase Price (as defined in the APA) as set out herein, subject to the PA Holdback (as defined below) and such other holdback as the Receiver may require to complete its mandate and obtain its discharge pursuant to the Receivership Order;
 - iii. approving the R&D;
 - iv. approving this First Report and the activities of the Receiver set out herein;
 - v. approving the fees of the Receiver and its counsel, Paliare Roland Rosenberg Rothstein LLP (“**Paliare**”), for the period January 26 2024, to to April 30, 2024; and
 - vi. sealing the Confidential Appendices.

2.0 TERMS OF REFERENCE

5. 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 this 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 of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
6. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

3.0 BACKGROUND

3.1 Debtors’ Requests for Adjournment of the Receivership

7. The Receivership Order was granted by Justice Penny on January 26, 2024, on application of 1180554 Ontario Limited (the “**Lender**”), which holds a first mortgage over each of the Properties. Details as to the events leading to the Receivership Order being granted were set out in the Notice of Application dated November 15, 2023, a copy of which is attached hereto as **Appendix “C”**.
8. Prior to the granting of the Receivership Order, the receivership application was before Justice Steele on December 19, 2023. At that time, the Debtors sought, and obtained, an adjournment of the Lender’s receivership application. The basis for the adjournment was to enable the Debtors some time to proceed with a sale process it had already commenced with Royal LePage (“**RLP**”). Although the Debtors asked for

a six-month adjournment, Justice Steele granted the adjournment to January 26, 2024, a period of a little over five weeks. At the new return date, the Debtors were to report on the status of RLP's marketing efforts and the likelihood of any prospective sale transactions.

9. On return of the Application, and notwithstanding that RLP's efforts to date had not yielded any material results including a letter of intent or offer to purchase the property, the Debtors requested a further adjournment. Justice Penny ultimately did not approve the further adjournment and granted the Receivership Order on January 26, 2024.

10. As the Debtors suggested that it may not be financially prudent to jettison RLP's efforts upon the Receiver's appointment, in favour of a completely new solicitation and sale process, Justice Penny's Endorsement dated January 26, 2024, noted that:

"RSM is well aware of its obligations to the court and to the stakeholders to maximize value for the benefit of all. It is not my role, at the outset to direct the Receiver to what course of action it must take. I am sure (and have been assured that) RSM will carefully consider all proposals for how to achieve the highest value in any realization plans, including whether the ongoing work of Royal LePage is sufficient and appropriate in all the circumstances".

11. In effort to reduce costs and maximize value to the estate, the Receiver corresponded with RLP and reviewed the listing agreement that was previously in place. The Receiver and RLP entered into a new listing agreement with changes to the terms and conditions.

4.0 ACTIVITIES OF THE RECEIVER

12. The Receivership Order, among other things, authorizes and grants the Receiver the exclusive ability to market and sell the Real Property. Since the issuance of the Receivership Order, the Receiver has taken certain steps and conducted the following activities:

- a) took possession of the Real Property;
- b) registered a copy of the Receivership Order against title to the Real Property;
- c) established a website for these Receivership proceedings:
<https://tdbadvisory.ca/insolvency-case/cbj-developments-inc-cbj-clearview-garden-estates-inc-and-cbj-bridle-park-ii-inc/>
- d) issued the notices required pursuant to Sections 245 and 246 of the BIA to known creditors of the Debtors;
- e) arranged for insurance coverage in respect of the Real Property;
- f) determined the property tax arrears and made arrangements for payment to the Township of Clearview;
- g) signified bank accounts relating to the operation of the Properties;
- h) consulted with the secured creditors and other stakeholders as to the appropriate method of marketing for the Real Property;
- i) entered into a new listing agreement with RLP, the realtor who was previously engaged to market the Real Property by the Debtors;
- j) monitored RLP's weekly marketing activities;
- k) corresponded with the principals of the Debtor to obtain information pertaining to the Real Property;
- l) negotiated the APA with the Purchaser's counsel; and
- m) prepared this First Report.

5.0 SALE PROCESS

5.1 Marketing Process and Offers Received

13. RLP re-launched its marketing campaign on February 21, 2024. Interested parties were advised that offers were to be submitted by 3:00 p.m. (EST) on Monday, April 15, 2024 (the “**Bid Submission Deadline**”).
14. The Receiver, in consultation with its counsel, reviewed the adequacy of the RLP confidentiality agreement (the “**Confidentiality Agreement**”) and prepared a template form of agreement of purchase and sale to be sent to those parties that executed a Confidentiality Agreement. Confidentiality Agreements were executed by a total of 51 interested parties.
15. Throughout the marketing process, RLP provided the Receiver with detailed summaries of the marketing activities undertaken by RLP, including the names of prospective purchasers (the “**RLP Reports**”).
16. Among other activities set out in the RLP Reports, the following activities were highlighted by RLP:
 - a) The Real Property was re-listed on the MLS on February 13, 2024;
 - b) email brochures were sent out to a targeted list of 1,071 prospective purchasers on four (4) separate occasions: February 21, 2024, March 7, 2024, March 21, 2024 and April 9, 2024;
 - c) a highlight video showcasing the Properties was posted on YouTube and a link was provided to prospective purchasers;
 - d) targeted solicitation calls were made to developers and prospective purchasers;
 - e) the Properties were advertised via social media (LinkedIn) postings by RLP; and

- f) an electronic data room was established to provide access to confidential information pertaining to the Real Property, including the Receiver's standard form of APA, to parties who had executed a Confidentiality Agreement.
17. As of the Bid Submission Deadline, one offer was received on the Receiver's form of APA, and one other letter of interest was submitted to the Receiver.
 18. On April 28, 2024, the Receiver and the Purchaser entered into the APA. A copy of the APA, with certain confidential terms redacted, is attached as **Appendix "D"** to this report. An unredacted copy of the APA is attached as **Confidential Appendix "2"** to this report.
 19. The APA requires that an Approval and Vesting Order (in the form sought on this motion) be granted, which Approval and Vesting Order contemplates the usual mechanism requiring the Receiver to deliver to the Purchaser a Certificate of the Receiver (in the form attached to the form of Approval and Vesting Order sought on this motion) which will certify that all of the conditions in the APA have been satisfied or waived, and that the balance of the Purchase Price (as defined in the APA), has been paid in full by the Purchaser.
 20. The closing date for the Transaction is expected to be on or about June 10, 2024.

5.2 Reasonability of Sales Process

21. The Receiver is of the view that the Sales Process, as described above, was robust and appropriate to obtain the best transaction capable of being completed in the circumstances.
22. In all, the Real Property has been marketed by the Receiver and its agent since February 13, 2024 given that, as previously noted, prior to the commencement of this receivership, the Debtors were actively marketing the Real Property and the Real Property had been listed on MLS since October 11, 2023.

23. The Receiver is of the view that (i) sufficient efforts were made to obtain the highest and best price for the Properties, (ii) the length of the marketing process was appropriate, (iii) the marketing process was conducted fairly and with integrity, and (iv) the APA represents the highest and best offer in the circumstances.

6.0 DISTRIBUTION OF NET SALES PROCEEDS

24. As set out in the Application Record in support of the Receivership Order, on September 15, 2021, pursuant to a loan agreement between the Debtors and the Lender (the “**Loan Agreement**”), the Lender made a mortgage loan available to the Debtors in the principal amount of \$16,000,000, plus interest and costs.
25. As security for the loan, the Debtors granted the Lender, among other things, the following mortgages (“collectively the “**118 Mortgages**”):
 - a) On October 22, 2021, CBJ Developments granted the Lender a first mortgage in the amount of \$5 million on the CBJ Property;
 - b) On October 14, 2021, CBJ Bridle Park II granted the Lender a first mortgage in the amount of \$5 million on the Bridle Park II Property; and
 - c) On October 8, 2021, CBJ Clearview granted the Lender a first mortgage in the amount of \$6 million on the CBJ Clearview Property.
26. The Debtors granted the following additional mortgages (collectively, the “**Second Mortgages**”) on title to the Properties:
 - a) On September 29, 2021, CBJ Developments granted Bridle Park Inc. a mortgage in the amount of \$12,969,738 on the CBJ Property. On October 22, 2021, this mortgage was postponed in favour of the Lender;
 - b) On September 8, 2021, CBJ Bridle Park II granted Bridle Park II Inc. a mortgage in the amount of \$9,999,762. On October 14, 2021, this mortgage was postponed in favour of the Lender.

- c) On October 8, 2021, CBJ Clearview granted Bridle Park II Inc. a mortgage in the amount of \$13,001,142 on the CBJ Clearview Property; and
 - d) Each of the Second Mortgages was assigned to First Global Financial Corp. (“**First Global**”), the current second mortgagee. As at May 22, 2024, the amount that First Global claims is owing is \$44,601,713, inclusive of principal and interest.
27. As at May 29, 2024, the amount owing under the Loan Agreement (and secured by the 118 Mortgages) is \$18,158,231 in respect of the principal, interest and costs and advances by way of borrowings made to the Receiver.
28. On September 28, 2021, the Debtors, the Lender and 1852733 Alberta Ltd. entered into a participation agreement (the “**Participation Agreement**”). The Participation Agreement stipulates, among other things, that the Debtors shall pay the Lender \$10,000 per single detached, semi-detached or townhouse unit, and \$5,000 per unit for apartments, condos or other high density units.
29. As at May 29, 2024, the amount claimed under the Participation Agreement is \$11,685,000(the “**Participation Fee**”). A payout statement showing the amount owing to the Lender, inclusive of interest and costs and the Participation Fee, is attached as **Appendix “E”** to this report.
30. The second mortgagee, First Global, disputes the validity and enforceability of the Participation Fee claimed under the Participation Agreement. Since the dispute will not be resolved prior to the anticipated closing of the transaction, the Receiver proposes to hold back the entire Participation Fee (the “**PA Holdback**”) pending agreement of the parties or further order of this court.
31. The Receiver has obtained an opinion from its independent legal counsel confirming that, subject to usual assumptions and qualifications, (i) the 118 Mortgages held by the Lender constitute valid and enforceable charges in first priority against the respective Properties, and (ii) the Second Mortgages held by First Global constitute

valid and enforceable charges in second priority against the respective Properties. A copy of the security opinion will be made available upon request.

32. Counsel did not opine on the validity, enforceability or any amounts that may be owing under the Participation Agreement. The Receiver understands that the Lender and First Global will attempt to resolve the issues relating to the Participation Agreement, failing which those parties will seek an adjudication by the court.

7.0 RECEIVER’S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

33. The R&D for the period from January 26, 2024 to May 15, 2024 sets out cash receipts of \$54,540, including an advance made by the Lender totaling \$50,000 pursuant to Receiver’s Certificate #1, and cash disbursements of \$41,091, resulting in an excess of receipts over disbursements of \$13,449. A copy of the interim R&D is attached as **Appendix “F”** to this report.

8.0 PROFESSIONAL FEES

34. The Receiver’s accounts for the period from January 26, 2024 to April 30, 2024 total \$44,015.04 in fees and disbursements, plus HST of \$5,721.96, for a total amount of \$49,737.00. 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 Bryan A. Tannenbaum sworn on May 22, 2024 and attached as **Appendix “G”** to this report.
35. The accounts of the Receiver’s counsel, Paliare, for the period from February 5, 2024 to April 30, 2024 total \$9,107.50 in fees and disbursements, plus HST of \$1,183.98 for a total amount of \$10,291.48. A copy of Paliare’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 May 22, 2024 and attached as **Appendix “H”** to this report.

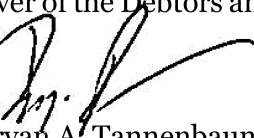
9.0 RECEIVER'S REQUEST OF THE COURT

36. Based on the foregoing, the Receiver respectfully requests that the Court grant the order described in paragraph 4 (e) above.

All of which is respectfully submitted to this Court as of this 22nd day of May, 2024.

TDB RESTRUCTURING LIMITED, solely in its capacity as Receiver of the Debtors and not in its personal or corporate capacity.

Per:


Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT
Managing Director

July 3, 2024

Brar Tamber Rigby
100-25 Morrow Avenue
Toronto, Ontario
M6R 2H9

Attention: David Badham

and to:

Fogler, Rubinoff LLP
77 King St W Suite 3000
Toronto, Ontario
M5K 1G8

Attention: Joseph Fried and Navneet Sandhu

**Re: TDB RESTRUCTURING LIMITED solely in its capacity as Court-appointed receiver of the Debtors ("Vendor") sale to Toronto Capital (Stayner) Corp. in Trust (for a company to be incorporated) (the "Purchaser")
7537 Highway No. 26, Nottawasaga, Ontario, 6273 27/28 Sideroad, Stayner, Ontario**

Further to correspondence from David Badham this morning and subsequently, my telephone conversation with Joe Fried today, we confirm your advice that the Purchaser is without funds and will not be in a position to close the transaction today or any time in the near future.

The Vendor therefore, takes the position that, without prejudice to its rights in contract, law and equity to claim for damages, costs and interest, the transaction is terminated as a result of the Purchaser's default and the deposit is immediately forfeit to the Vendor.

The Vendor will continue with its efforts to sell the property and mitigate its damages, again without prejudice to its right to claim for any losses and damages resulting from your client's failure to complete the transaction.

Yours very truly,

Dickinson-Wright LLP



Marc A. Lean
MAL:za

cc. Bryan Tannenbaum
Jeffrey Larry
Jonathan Kulathungam

1180554 Ontario Limited

111 Mildenhall Road, Toronto, ON M4N 3H4

Lender: 1180554 Ontario Limited
Borrowers: Clearview Garden States Inc., CBJ Developments Inc., and Bridle Park II Inc
Guarantors: 1852733 Alberta Ltd, Jeffrey Burrell, Salvatore Romeo, Christopher Agagnier and Kimberley Zacharias
Principal Properties: 7535 Highway 26, Stayner, Ontario;
 Lot 26 Concession 3, Stayner, Ontario; and
 6237 Nottawasaga 27/28 Sideroad, Stayner, Ontario
Principal Outstanding: \$16,000,000.00
Mortgage Interest Rate: 13%
Mortgage Status: Default/Enforcement
Default Date: 15-Aug-23
Discharge Date: 30-Sep-24
Statement Date: 17-Sep-24

Address	Total	6237 Nottawasaga 27/28 Sideroad, Stayner, Ontario		7535 Highway 26, Stayner Ontario		Lot 26 Concession 3, Stayner, Ontario	
		Clearview	BPI	BPI	BPII		
Principal	\$ 16,000,000.00	\$ 6,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00		
Accrued Interest August 15, 2023	\$ 173,333.33	\$ 65,000.00	\$ 54,166.67	\$ 54,166.67	\$ 54,166.67		
Accrued Interest September 15, 2023	\$ 175,211.11	\$ 65,704.17	\$ 54,753.47	\$ 54,753.47	\$ 54,753.47		
Accrued Interest October 15, 2023	\$ 177,109.23	\$ 66,415.96	\$ 55,346.63	\$ 55,346.63	\$ 55,346.63		
Accrued Interest November 15, 2023	\$ 179,027.91	\$ 67,135.47	\$ 55,946.22	\$ 55,946.22	\$ 55,946.22		
Accrued Interest December 15, 2023	\$ 180,967.38	\$ 67,862.77	\$ 56,552.31	\$ 56,552.31	\$ 56,552.31		
Accrued Interest January 15, 2024	\$ 182,927.86	\$ 68,597.95	\$ 57,164.96	\$ 57,164.96	\$ 57,164.96		
Accrued Interest February 15, 2024	\$ 184,909.58	\$ 69,341.09	\$ 57,784.24	\$ 57,784.24	\$ 57,784.24		
Accrued Interest March 15, 2024	\$ 186,912.77	\$ 70,092.29	\$ 58,410.24	\$ 58,410.24	\$ 58,410.24		
Accrued Interest April 15, 2024	\$ 188,937.66	\$ 70,851.62	\$ 59,043.02	\$ 59,043.02	\$ 59,043.02		
Accrued Interest May 15, 2024	\$ 190,984.48	\$ 71,619.18	\$ 59,682.65	\$ 59,682.65	\$ 59,682.65		
Accrued Interest June 15, 2024	\$ 193,053.48	\$ 72,395.06	\$ 60,329.21	\$ 60,329.21	\$ 60,329.21		
Accrued Interest July 15, 2024	\$ 195,144.89	\$ 73,179.34	\$ 60,982.78	\$ 60,982.78	\$ 60,982.78		
Repayment Interest July 19, 2024	\$ (237,111.15)	\$ (88,916.68)	\$ (74,097.23)	\$ (74,097.23)	\$ (74,097.23)		
Accrued Interest August 15, 2024	\$ 199,011.31	\$ 74,629.24	\$ 62,191.03	\$ 62,191.03	\$ 62,191.03		
Accrued Interest September 15, 2024	\$ 200,621.35	\$ 75,233.01	\$ 62,694.17	\$ 62,694.17	\$ 62,694.17		
Accrued Interest September 30, 2024	\$ 98,146.66	\$ 36,805.00	\$ 30,670.83	\$ 30,670.83	\$ 30,670.83		
Total Principal and Interest	\$ 18,469,187.87	\$ 6,925,945.45	\$ 5,771,621.21	\$ 5,771,621.21	\$ 5,771,621.21		
Legal Fees							
Teplitsky Invoice #212224 (paid)	\$ 18,513.60						
Accrued Interest from 9/30/2023	\$ 1,932.01	\$ 20,445.61	\$ 7,667.10	\$ 6,389.25	\$ 6,389.25		
Teplitsky Invoice #212533 (paid)	\$ 28,179.85						
Accrued Interest from 11/17/2023	\$ 2,458.98	\$ 30,638.83	\$ 11,489.56	\$ 9,574.63	\$ 9,574.63		
Teplitsky Invoice #212578 (paid)	\$ 7,102.05						
Accrued Interest from 11/24/2023	\$ 602.02	\$ 7,704.07	\$ 2,889.03	\$ 2,407.52	\$ 2,407.52		
Teplitsky Invoice #212825 (paid)	\$ 38,672.15						
Accrued Interest from 12/19/2023	\$ 2,933.79	\$ 41,605.94	\$ 15,602.23	\$ 13,001.85	\$ 13,001.85		
Teplitsky Invoice #212824 (paid)	\$ 5,329.14						
Accrued Interest from 12/21/2023	\$ 400.49	\$ 5,729.63	\$ 2,148.61	\$ 1,790.51	\$ 1,790.51		
Teplitsky Invoice #213177 (paid)	\$ 76,650.74						
Accrued Interest from 1/29/2024	\$ 4,695.65	\$ 81,346.39	\$ 30,504.89	\$ 25,420.75	\$ 25,420.75		
Teplitsky Invoice #213179 (paid)	\$ 8,737.72						
Accrued Interest from 1/29/2024	\$ 535.28	\$ 9,273.00	\$ 3,477.37	\$ 2,897.81	\$ 2,897.81		
Teplitsky Invoice #213650 (paid)	\$ 26,013.17						
Accrued Interest from 2/29/2024	\$ 1,306.36	\$ 27,319.53	\$ 10,244.82	\$ 8,537.35	\$ 8,537.35		
Teplitsky Invoice #213649 (paid)	\$ 847.50						
Accrued Interest from 2/29/2024	\$ 42.56	\$ 890.06	\$ 333.77	\$ 278.14	\$ 278.14		
Teplitsky Invoice #213980 (paid)	\$ 1,440.75						
Accrued Interest from 4/1/2024	\$ 55.93	\$ 1,496.68	\$ 561.26	\$ 467.71	\$ 467.71		
Teplitsky Invoice #214142 (paid)	\$ 9,251.40						
Accrued Interest from 5/13/2024	\$ 220.77	\$ 9,472.17	\$ 3,552.06	\$ 2,960.05	\$ 2,960.05		
Teplitsky Invoice #214467(paid)	\$ 9,237.75						
Accrued Interest from 6/10/2024	\$ 128.32	\$ 9,366.07	\$ 3,512.27	\$ 2,926.90	\$ 2,926.90		
Teplitsky Invoice #214466(paid)	\$ 692.13						
Accrued Interest from 6/10/2024	\$ 9.61	\$ 701.74	\$ 263.15	\$ 219.29	\$ 219.29		
Teplitsky Invoice #214948(paid)	\$ 16,899.15						
Accrued Interest from 7/19/2024	\$ -	\$ 16,899.15	\$ 6,337.18	\$ 5,280.98	\$ 5,280.98		
Repaid 7/19/2024	\$ (262,888.85)	\$ (98,583.32)	\$ (82,152.77)	\$ (82,152.77)	\$ (82,152.77)		
Estimated Teplitsky Legal Fees to Close	\$ 10,000.00	\$ 3,750.00	\$ 3,125.00	\$ 3,125.00	\$ 3,125.00		
Total Legal Fees	\$ 10,000.00	\$ 3,750.00	\$ 3,125.00	\$ 3,125.00	\$ 3,125.00		
Disbursements							
Receiver Advance	\$ 50,000.00						
Accrued Interest from 4/3/2024	\$ 1,905.48	\$ 51,905.48	\$ 19,464.55	\$ 16,220.46	\$ 16,220.46		
Repaid 6/16/2024	\$ -	\$ (51,905.48)	\$ (19,464.55)	\$ (16,220.46)	\$ (16,220.46)		
Total Receiver Advances	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Principal, Interest, Legals, and Disbursements	\$ 18,479,187.88	\$ 6,929,695.45	\$ 5,774,746.21	\$ 5,774,746.21	\$ 5,774,746.21		
Participation Payment	\$ 11,685,000.00	\$ 5,210,000.00	\$ 3,795,000.00	\$ 2,680,000.00	\$ 2,680,000.00		
Total Owing as of 30-Sep-24	\$ 30,164,187.88	\$ 12,139,695.45	\$ 9,569,746.21	\$ 8,454,746.21	\$ 8,454,746.21		
Per Diem until October 15, 2024	\$ 6,543.11						

ASSET PURCHASE AGREEMENT

THIS AGREEMENT dated as of the 24th day of July, 2024.

BETWEEN:

TDB RESTRUCTURING LIMITED
solely in its capacity as Court-appointed receiver of
the Debtors
(the “**Receiver**”)

- and -

1180554 ONTARIO LIMITED
(the “**Purchaser**”)

RECITALS:

- A. Pursuant to the Receivership Order, the Receiver: (i) was appointed as receiver of CBJ - Clearview Garden Estates Inc., CBJ Bridle Park II Inc., and CBJ Developments Inc. (collectively the “**Debtors**”) including the Property owned by the Debtors; and (ii) is authorized to market and sell the Property and negotiate such terms and conditions of sale as the Receiver may deem appropriate; and
- B. The Receiver wishes to sell, and the Purchaser wishes to purchase the Debtors’ right, title and interest in and to the Property, subject to and in accordance with the terms and conditions contained herein.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the Parties agree as follows:

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 by each of the Parties;
- (b) “**Agreement**” means this agreement together with the attached schedules, as it may be supplemented, amended, restated or replaced from time to time by written agreement between the Parties;
- (c) “**Applicable Law**” means, at any time, with respect to any Person, property, transaction, event or other matter, all applicable laws, statutes, regulations, rules, by-laws, ordinances, protocols, regulatory policies, codes, guidelines, official directives, orders, rulings, judgments and decrees of any Government Authority having authority over that Person, property, transaction or event;
- (d) “**Approval and Vesting Order**” means the order of the Court, substantially in the form of the template Model Approval and Vesting Order approved by the Commercial List Users’ Committee for use on the Court, approving the Transaction and ordering that the Debtors’ right, title and interest in the Property be vested in the Purchaser free and clear of encumbrances except for Permitted Encumbrances upon satisfaction by the Purchaser of

its obligations under this Agreement;

- (e) **"Assumed Liabilities"** has the meaning ascribed to it in Section 8 hereof;
- (f) **"Business Day"** means any day other than a Saturday or a Sunday or a statutory holiday in the Province of Ontario, or any other day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours;
- (g) **"Closing"** has the meaning ascribed to it in Section 9 hereof;
- (h) **"Closing Date"** has the meaning ascribed to it in Section 9 hereof;
- (i) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (j) **"Deposit"** has the meaning ascribed to it in Section 5(a) hereof;
- (k) **"Debtors"** has the meaning ascribed to it in the recitals hereof;
- (l) **"DRA"** has the meaning ascribed to it in Section 10(a)(ii) hereof;
- (m) **"Environmental Law"** means any and all applicable international, federal, provincial, municipal or local laws, by-laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, health protection or any Hazardous Materials;
- (n) **"ETA"** means the *Excise Tax Act* (Canada);
- (o) **"Final"** with respect to any order of the Court, means that leave to appeal or reconsideration shall not have been sought in respect of such order and that such order shall not have been stayed, appealed, varied (except with the consent of the Receiver and Purchaser) or vacated, and all time periods within which leave to appeal and reconsideration could at law be sought shall have expired and all time periods within which such order could at law be appealed shall have expired;
- (p) **"First Mortgage Debt"** means the indebtedness of the Debtors to the First Mortgagee and secured by, among other security, first mortgages registered against the Property as Instrument Numbers SC1836915, SC1832938 and SC1834303;
- (q) **"First Mortgagee"** means 1180554 Ontario Limited;
- (r) **"Government Authority"** means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal governments, including any district, agency, commission, board, arbitration panel or authority and any subdivision of the foregoing, having or claiming to have jurisdiction over part or all of the Property, the Transaction contemplated in this Agreement and/or one or both of the Parties, or any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;
- (s) **"Hazardous Materials"** means any, and all, 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 Government 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 and/or safety matters and, not to limit the generality of the foregoing, includes asbestos, urea formaldehyde foam insulation and mono or poly-chlorinated biphenyl wastes;

- (t) **"HST"** has the meaning ascribed thereto in Section 26 hereof;
- (u) **"Indemnitees"** has the meaning ascribed to it in Section 16(a) hereof;
- (v) **"Liabilities"** means any and all claims, actions, causes of action, suits, proceedings, applications, complaints, costs, expenses, charges, debts, liabilities, losses, damages, orders, judgments, demands, fines, penalties and obligations of any nature or kind whatsoever, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise;
- (w) **"Parties"** means collectively the Receiver and the Purchaser, and **"Party"** means either one of them;
- (x) **"Permitted Encumbrances"** means those encumbrances listed in Schedule "B" to this Agreement, which shall be accepted and/or assumed on Closing by the Purchaser;
- (y) **"Person"** means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Government Authority or other entity however designated or constituted;
- (z) **"Property"** means the lands and premises known municipally as: (i) 7535 Highway 26, Nottawasaga, Ontario (97.28 acres); (ii) 7535 Highway 26, Nottawasaga, Ontario (78.6 acres); and (iii) 6273 27/28 Sideroad, Stayner, Ontario, each property as legally described in Schedule "A" to this Agreement;
- (aa) **"Purchase Price"** shall have the meaning ascribed thereto in Section 4 hereof;
- (bb) **"Purchaser's Solicitors"** means the firm of Schneider Ruggiero Spencer Milburn LLP (Attention: Jonathan Rajzman), Telephone No.: (416) 363-2211, E-mail: jrajzman@srlawpractice.com;
- (cc) **"Receiver's Certificate"** means the certificate attached as a schedule to the Approval and Vesting Order confirming *inter alia* that the Receiver has received the Purchase Price and all conditions to Closing, if any, have been satisfied or waived by the Parties;
- (dd) **"Receiver's Solicitors"** means the firm of Paliare Roland Rosenberg Rothstein LLP, Telephone No. (416) 646-4330, e-mail: jeff.larry@paliareroland.com;
- (ee) **"Receivership Order"** means the order of the Court dated January 26, 2024 appointing the Receiver;
- (ff) **"Statement of Adjustments"** has the meaning ascribed to it in Section 22(d) hereof;
- (gg) **"TERS"** has the meaning ascribed to it in Section 10(a)(i) hereof; and
- (hh) **"Transaction"** means the transaction contemplated by this Agreement.

2. SCHEDULES

The following Schedules are appended to this Agreement:

Schedule "A"	Property
Schedule "B"	Permitted Encumbrances

3. AGREEMENT TO PURCHASE AND SELL

On the Closing Date, the Receiver shall sell the Debtors' right, title and interest in and to the Property, and assign the Assumed Liabilities, and the Purchaser shall purchase the Debtors' right, title and interest in and to the Property and assume the Assumed Liabilities, subject to and in accordance with the terms and conditions set out this Agreement.

4. PURCHASE PRICE

The aggregate purchase price payable by the Purchaser for the Property shall be [REDACTED] (the "Purchase Price"), such Purchase Price to be dealt with as set out in Section 5 hereof.

5. METHOD OF PAYMENT

The Purchase Price shall be paid, accounted for and satisfied as follows:

- (a) the Purchase Price will be credited towards the First Mortgage Debt in satisfaction of the First Mortgage Debt and the First Mortgage Debt will be extinguished on Closing; and
- (b) by the assumption of the Assumed Liabilities.

6. APPROVAL AND VESTING ORDER

Following the Acceptance Date, the Receiver shall seek an appointment with the Court for a motion to be heard within thirty (30) days thereof, or otherwise as soon as reasonably possible, to seek the Approval and Vesting Order. The Purchaser shall, at its sole cost and expense, promptly provide to the Receiver all such information and assistance as the Receiver may reasonably require to obtain the Approval and Vesting Order.

7. CLOSING ADJUSTMENTS

Adjustments shall be made as of 12:01 A.M. (Eastern Daylight Time) on the Closing Date, for all realty taxes, local improvement rates, municipal/provincial levies and charges, water and assessment rates and any other items which are usually adjusted in purchase transactions involving assets similar to the Property in the context of a receivership sale. Adjustments, to the credit of the Receiver shall include, real property taxes and rents (where applicable), Receiver's obligations, liabilities and professional fees, including but not limited to all counsel and Receiver's fees and disbursements, all payable by the Receiver in its capacity as Court-Appointed Receiver of the Debtors and a reserve held on Closing, in the event of such further and other costs and obligations of the Receiver. To the extent applicable, adjustments shall be made to the credit of the Purchaser on account of real property taxes, rents and for any moneys remaining with the Receiver after satisfying the adjustments herein. The day of Closing shall be for the account of the Purchaser. Other than as provided for in this Section 7, there shall be no adjustments to the Purchase Price.

8. ASSUMED LIABILITIES

- (a) On Closing, the Purchaser shall assume and be liable for payment and performance of the Permitted Encumbrances from and after Closing (in such capacity, the “**Assumed Liabilities**”).
- (b) The Purchaser is not assuming, and shall not be deemed to have assumed, any Liabilities of the Debtors other than the Assumed Liabilities, including without limitation any Liabilities arising or accruing from the ownership or use of the Property prior to the Closing.

9. CLOSING DATE

The Transaction shall be completed eleven (11) days immediately following the date on which the Approval and Vesting Order is granted (the “**Closing Date**” or “**Closing**”) or such other date as the Purchaser and the Receiver may agree in writing. If, prior to the Closing Date, the Approval and Vesting Order (or any orders dismissing appeals thereof) shall have been appealed or a proceeding shall have been commenced to restrain or prevent the completion of the Transaction, then the Closing Date shall mean the day that is eleven (11) days immediately following the date on which any such appeals and/or proceedings are dismissed. Provided that if the Court at any time declines to grant the Approval and Vesting Order, this Agreement shall be terminated and of no further force and effect, subject to and in accordance with the provisions set forth in Section 17 hereof.

10. ELECTRONIC REGISTRATION

The Parties hereby acknowledge and agree that:

- (a) the Purchaser shall:
 - (i) be obliged to retain a solicitor who is both an authorized user of the electronic registration system (“**TERS**”) and is in good standing with the Law Society of Ontario to represent the Purchaser in connection with the completion of the Transaction; and
 - (ii) authorize such solicitor to enter into a document registration agreement with the Receiver’s Solicitors in the form as agreed by the Purchaser’s Solicitors and the Receiver’s Solicitors (the “**DRA**”), establishing the procedures and timing for completing the Transaction;
- (b) the delivery and exchange of the closing documents:
 - (i) shall not occur contemporaneously with the registration of the Application for Vesting Order and other registerable documentation; and
 - (ii) shall be governed by the DRA, pursuant to which the Receiver’s Solicitors and Purchaser’s Solicitors shall hold all closing documents in escrow, and will not be entitled to release them except in strict accordance with the provisions of the DRA;
- (c) the Receiver will not release the Receiver’s Certificate confirming the effectiveness of the Approval and Vesting Order until the balance of funds due on Closing, in accordance with the Statement of Adjustments, are remitted by wire transfer to the Receiver’s Solicitors (or in such other manner as the Receiver or Receiver’s Solicitors may in writing direct);
- (d) notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the Parties that an effective tender shall be deemed to have been made by the Receiver upon the Purchaser when the Receiver’s Solicitors have:

- (i) delivered all documents required to be delivered by the Receiver to the Purchaser pursuant to Section 22 hereof;
- (ii) advised the Purchaser's Solicitors in writing that the Receiver is ready, willing and able to complete the Transaction in accordance with the terms and provisions of this Agreement; and
- (iii) completed all steps required by TERS to complete the Transaction that can be performed or undertaken by the Receiver's Solicitors without the cooperation or participation of the Purchaser's Solicitors, and specifically when the "completeness signatory" for the Application for Vesting Order has been electronically "signed" by the Receiver's Solicitors,

without the necessity of personally attending upon the Purchaser or the Purchaser's Solicitors with the closing documents, and without any requirement to have an independent witness evidencing the foregoing;

- (e) notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the Parties that an effective tender shall be deemed to have been made by the Purchaser upon the Receiver, when the Purchaser's Solicitors have:
 - (i) delivered the balance due at Closing and all the documents required to be delivered by the Purchaser to the Receiver pursuant to Section 23 hereof;
 - (ii) advised the Receiver's Solicitors in writing that the Purchaser is ready, willing and able to complete the Transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) completed all steps required by TERS to complete the Transaction that can be performed or undertaken by the Purchaser's Solicitors without the cooperation or participation of the Receiver's Solicitors, and specifically when the "completeness signatory" for the Application for Vesting Order has been electronically "signed" by the Purchaser's Solicitors,

without the necessity of personally attending upon the Receiver or the Receiver's Solicitors with the closing documents, and without any requirement to have an independent witness evidencing the foregoing; and

- (f) if through no fault of the Purchaser's Solicitors or the Receiver's Solicitors TERS is unavailable on the Closing Date, such that the Purchaser's Solicitors are unable to register the Application for Vesting Order, then the Transaction shall be completed in escrow in accordance with the terms of the DRA which shall apply until such time as TERS becomes available. Upon TERS becoming available, the Receiver's Solicitors shall advise the Purchaser's Solicitors forthwith and the Parties shall arrange to complete the registration of the Approval and Vesting Order as expeditiously as possible, whereupon the escrow shall be released.

In the event of any conflict or inconsistency between the terms of this Section 10 and the terms of the DRA, the terms of this Section 10 shall prevail.

11. PRE-CLOSING RISK

The Property is and shall remain at the Receiver's risk until Closing and the Receiver shall hold all insurance policies and the proceeds thereunder, in trust, for the Parties as their respective interests may appear pending Closing.

12. PURCHASER'S REPRESENTATIONS AND WARRANTIES

As a material inducement to the Receiver entering into this Agreement and completing the Transaction, acknowledging that the Receiver is entering into this Agreement in reliance upon the representations and warranties of the Purchaser set out in this Section 12, the Purchaser represents and warrants to the Receiver as follows:

- (a) it is a corporation duly incorporated, organized and validly subsisting under the laws of the Province of Ontario and has all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Purchaser's rights and compliance with each of the Purchaser's obligations hereunder) by the Purchaser of the Transaction will violate:
 - (i) the Purchaser's articles of incorporation and/or by-laws;
 - (ii) any agreement to which the Purchaser is bound;
 - (iii) any judgement or order of a court of competent authority or any Government Authority; or
 - (iv) any Applicable Law;and it has duly taken, or has caused to be taken, all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;
- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms;
- (c) there are no orders or proceedings pending before any Government Authority, or threatened to be brought by or before any Government Authority by or against the Purchaser, affecting the legality, validity or enforceability of this Agreement or the consummation of the Transaction contemplated hereby by the Purchaser;
- (d) it has made adequate arrangements to have sufficient funds available to satisfy its obligations to pay the cash portion of the Purchase Price to the Receiver on Closing;
- (e) it will be responsible for and will remit to or reimburse, as applicable, all taxes, including without limitation land transfer tax, levies or the like that arise from the sale of the Property unless otherwise specified in this Agreement;
- (f) it is a registrant under Part IX of the ETA;
- (g) it is (i) not a non-resident, as defined in section 116 of the *Income Tax Act* (Canada) and (ii) not a non-Canadian, as defined in the *Investment Canada Act* (Canada) and the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada);
- (h) it acknowledges that it is responsible for conducting its own searches and investigations of the current and past uses of the Property;
- (i) it is satisfied with the Property and all matters and things connected therewith or in any way related thereto; and

- (j) it relies entirely on its own judgment, inspection and investigation of the Property, and any documentation relating to the Property obtained from the Receiver has been prepared or collected solely for the convenience of prospective purchasers and is not warranted to be complete or accurate and is not part of this Agreement.

13. RECEIVER'S REPRESENTATIONS AND WARRANTIES

As a material inducement to the Purchaser entering into this Agreement and completing the Transaction, acknowledging that the Purchaser is entering into this Agreement in reliance upon the representations and warranties of the Receiver set out in this Section 13, the Receiver represents and warrants to the Purchaser as follows:

- (a) subject to the granting of the Approval and Vesting Order, this Agreement constitutes a valid and binding obligation of the Receiver, enforceable against the Receiver, in accordance with its terms;
- (b) it is a registrant under Part IX of the ETA;
- (c) it is not a non-resident within the meaning of the *Income Tax Act* (Canada); and
- (d) the Receivership Order is in full force and effect.

14. "AS IS, WHERE IS" ACKNOWLEDGEMENT

The Purchaser acknowledges that the Receiver is selling the Property on an "as is, where is" and "without recourse" basis. Other than as specifically indicated herein, neither the Receiver nor any of its directors, officers, employees, professional consultants or advisors, agents or representatives make or grant any representations, warranties, terms, conditions, understandings or collateral agreements, express or implied, statutory or otherwise, including, without limitation, under the *Sale of Goods Act* (Ontario) and/or all Applicable Law, all of which are expressly waived by the Purchaser, with respect to title, encumbrances, outstanding liens, assignability, merchantability, condition, description, present or future uses, fitness for purpose or use, quality, quantity, marketability, zoning, the existence of any work orders or open permits, location and/or size, cost, or as to any other matter whatsoever regarding the Property and/or the Debtors, either stated or implied. Without limiting the generality of the foregoing, the Purchaser acknowledges having conducted its own due diligence and investigations in respect of the Property, including without limitation the environmental state thereof, the existence, nature, kind, state or identity of any Hazardous Materials on, under, or about the Property, the existence, state, nature, kind, identity, extent and effect of any administrative order, control order, stop order, compliance order or any other orders, proceedings or actions under any Environmental Law, and the existence, nature, kind, state or identity, extent and effect of any liability to fulfill any obligation to compensate any third party for any costs incurred in connection with or damages suffered as a result of any discharge of any Hazardous Materials whether on, under or about the Property or elsewhere. The Purchaser has relied entirely on its own judgment, inspection and investigation of the Property, and further acknowledges that, at its own expense, it has inspected the Property and in entering into this Agreement and proceeding with and completing its purchase of the Property pursuant hereto, it is satisfied with and has relied entirely on its own inspection, investigations and judgment. Notwithstanding anything contained herein to the contrary, the Purchaser further hereby covenants and agrees to release the Receiver of and from all claims and Liabilities which the Purchaser may have against the Receiver in regard to any matter relating to the Property. The provisions of this Section 14 shall not merge on Closing but shall remain in effect thereafter without limitation.

15. ENCROACHMENTS

The Purchaser acknowledges agrees that the Receiver shall not be responsible for any matters relating to encroachments on or to the Property and/or the adjoining lands, or to remove same or for any matters relating to any Applicable Law in existence now or in the future affecting any of the Property.

16. INDEMNIFICATION AND RELEASE BY PURCHASER

The Purchaser hereby acknowledges and agrees that:

- (a) it shall indemnify and save harmless the Receiver and its directors, officers, employees, shareholders, agents and representatives and their respective heirs, successors and assigns (collectively, the “**Indemnitees**”) from and against any and all Liabilities incurred by or asserted against them arising out of or in connection with the Property from and after the Closing Date;
- (b) it shall release and discharge the Indemnitees from any Liabilities that the Purchaser may make, suffer, sustain or incur in regard to any Hazardous Materials relating to the Property. The Purchaser further agrees that the Purchaser will not, directly or indirectly, attempt to compel the Receiver to clean up or remove or pay for the cleanup or removal of any Hazardous Materials, remediate any condition or matter in, on, under or in the vicinity of the Property, or seek an abatement in the Purchase Price or damages in connection with any Hazardous Materials; and
- (c) the foregoing provisions shall not merge on Closing and shall remain in effect thereafter without limitation.

17. TERMINATION DUE TO APPROVAL AND VESTING ORDER NOT BEING GRANTED

The Parties hereby acknowledge and agree that in the event that the Court does not grant the Approval and Vesting Order for any reason whatsoever, this Agreement shall be terminated and of no further force and effect and:

- (a) the Receiver shall return the Deposit (without deduction and/or set-off) to the Purchaser forthwith; and
- (b) the Purchaser shall have no further rights or remedies against the Receiver arising out of the termination of this Agreement.

18. NON-REGISTRATION

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, instrument or court order or judgement providing evidence of this Agreement against title to Property. Should the Purchaser be in default of its obligations under this Section 18, the Receiver 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. The Purchaser irrevocably nominates, constitutes and appoints the Receiver 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 the Receiver may rely on the terms of this Section 18 as a full estoppel to any proceeding, suit, claim, motion or other action brought by the Purchaser in order to obtain and attempt to register against the title to the Property any of the items set out in this Section 18.

19. MUTUAL CONDITIONS

- (a) This Agreement is conditional upon:
 - (i) the Court granting the Approval and Vesting Order; and
 - (ii) the Approval and Vesting Order being Final.

- (b) The foregoing conditions contained in this Section 19 are inserted for the mutual benefit of Parties and cannot be waived by either one of them. If any of the conditions contained in this Section 19 are not fulfilled or complied with at or prior to the Closing Date, either Party may terminate this Agreement by notice in writing to the other.

20. RECEIVER'S CLOSING CONDITIONS

The Receiver shall not be obliged to complete the Transaction unless, on or before the Closing Date, the following conditions shall have been satisfied, it being understood that the conditions are included for the exclusive benefit of the Receiver and may be waived in writing in whole or in part by the Purchaser at any time:

- (a) all the representations and warranties of the Purchaser contained in this Agreement shall be true and correct on the Closing Date with the same force and effect as if such representations and warranties were made at such time, and a certificate of the Purchaser, dated as of the Closing Date, to that effect shall have been delivered to the Receiver, such certificate to be in a form and substance satisfactory to the Receiver, acting reasonably;
- (b) all of the terms, covenants and agreements set forth in this Agreement to be complied with or performed by the Purchaser on or before the Closing Date shall have been complied with or performed by the Purchaser;
- (c) no court order restraining or prohibiting Closing shall have been made;
- (d) the Property shall not have been removed from the Receiver's control; and
- (e) the Purchaser delivers the documents referenced in Section 23 to the Receiver.

21. PURCHASER'S CLOSING CONDITIONS

The Purchaser shall not be obliged to complete the Transaction unless, on or before the Closing Date, the following conditions shall have been satisfied, it being understood that the conditions are included for the exclusive benefit of the Purchaser and may be waived in writing in whole or in part by the Purchaser at any time:

- (a) all the representations and warranties of the Receiver contained in this Agreement shall be true and correct on the Closing Date with the same force and effect as if such representations and warranties were made at such time, and a certificate of the Receiver, dated as of the Closing Date, to that effect shall have been delivered to the Purchaser, such certificate to be in a form and substance satisfactory to the Purchaser, acting reasonably;
- (b) all of the terms, covenants and agreements set forth in this Agreement to be complied with or performed by the Receiver on or before the Closing Date shall have been complied with or performed by the Receiver;
- (c) no court order restraining or prohibiting Closing shall have been made and no legal proceeding shall be pending which enjoins, restricts or prohibits the purchase and sale of the Property contemplated hereby; and
- (d) the Receiver delivers the documents referenced in Section 22 to the Purchaser.

22. RECEIVER'S CLOSING DELIVERIES

The Receiver covenants to execute, where applicable, and deliver the following to the Purchaser at Closing

or on such other date expressly provided herein:

- (a) the Approval and Vesting Order;
- (b) the Receiver's Certificate;
- (c) a direction of funds;
- (d) a statement of adjustments prepared in accordance with Section 7 ("**Statement of Adjustments**") not less than one (1) Business Day prior to the Closing Date;
- (e) an undertaking to readjust any item on, or omitted, from the Statement of Adjustments within ninety (90) days of Closing, or such longer period as the Receiver and the Purchaser shall mutually agree in writing. After the expiry of such date, all adjustments shall be final and binding;
- (f) a general conveyance and assumption of liabilities with respect to Property and the Assumed Liabilities, to the extent applicable;
- (g) the Receiver's certificate setting out that the Receiver is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada);
- (h) an application for vesting order in Teraview, prepared by the Receiver's Solicitors, in accordance with the Purchaser's direction re title; and
- (i) a bring down certificate dated as of the Closing Date, confirming that all of the representations and warranties of the Receiver contained in this Agreement are true and correct as of the Closing Date, with the same effect as though made on and as of the Closing Date.

23. PURCHASER'S CLOSING DELIVERIES

The Purchaser covenants to execute, where applicable, and deliver the following to the Receiver at or prior to Closing:

- (a) the balance of the Purchase Price described in Section 4 hereof;
- (b) the Purchaser's certificate and indemnity described in Section 26 hereof;
- (c) an undertaking to readjust any item on, or omitted, from the Statement of Adjustments within ninety (90) days of Closing, or such longer period as the Receiver and the Purchaser shall mutually agree in writing. After the expiry of such date, all adjustments shall be final and binding;
- (d) a general conveyance and assumption of liabilities with respect to Property and the Assumed Liabilities, to the extent applicable;
- (e) an undertaking with respect to refunds and/or reassessments of all realty taxes attributable to the period prior to the Closing Date;
- (f) a release as contemplated in Paragraph 16(b);
- (g) a direction re title to confirm the name in which title to the Property will be taken, provided that such direction must be provided to the Receiver no less than ten (10) Business Days prior to the hearing date for the motion to obtain the Approval and Vesting Order;

- (h) a bring down certificate dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true and correct as of the Closing Date, with the same effect as though made on and as of the Closing Date; and
- (i) any other documentation relative to the completion of this Agreement as may reasonably be required by the Receiver or the Receiver's Solicitors.

24. DOCUMENTATION PREPARATION AND REGISTRATION

The Receiver shall prepare or cause to be prepared all documentation described in Sections 22 and 23 hereof and shall deliver draft documentation to the Purchaser not less than five (5) Business Days prior to Closing. Except as otherwise expressly provided in this Agreement, all such documentation shall be in form and substance satisfactory to the Parties, acting reasonably. The Purchaser shall be responsible for and pay all registration costs incurred in connection with the Transaction. Except as otherwise expressly provided in this Agreement, each of the Parties shall be responsible for and pay all legal and other professional/consultant fees and disbursements incurred by it, directly or indirectly, in connection with this Agreement.

25. LAND TRANSFER TAXES

The Purchaser shall pay all land transfer taxes as required pursuant to the *Land Transfer Tax Act* (Ontario) in connection with the transfer of the Property pursuant to this Agreement.

26. HARMONIZED SALES TAX

The Purchaser acknowledges and agrees that:

- (a) the Transaction shall be subject to the goods and services tax and harmonized sales tax ("HST") levied pursuant to the ETA and that HST shall be in addition to and not included in the Purchase Price and shall be collected and remitted in accordance with the ETA.
- (b) if (i) the Receiver is a non-resident of Canada or the Receiver would be a non-resident of Canada but for Subsection 132(2) of the ETA; and/or (ii) the Purchaser is a "prescribed recipient" under the ETA and/or is registered under the ETA, then, in each case, the Purchaser shall deliver, prior to Closing, its certificate in form prescribed by the ETA or, if no such form is prescribed, then in form satisfactory to the Receiver and the Receiver's Solicitors, 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. If Subsection (b) hereof shall be applicable, then 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. If the Purchaser shall fail to deliver its certificate, then the Purchaser shall tender to the Receiver, at Closing, in addition to the balance otherwise due at Closing, an amount equal to the HST that the Receiver shall be obligated to collect and remit in connection with the Transaction; and
- (c) the Purchaser shall indemnify and save harmless the Receiver, its directors, officers, employees, shareholders, agents and representatives from all Liabilities other expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the Transaction.

27. PLANNING ACT (ONTARIO)

This Agreement shall be effective to create an interest in the Property for the Purchaser only if Part VI of the *Planning Act* (Ontario) is complied with prior to Closing.

28. NOTICE

Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally (ii) sent by prepaid courier service or (iii) sent by electronic transmission, in each case to the applicable address set out below:

(a) in the case of the Purchaser at:

1180554 Ontario Limited
111 Mildenhall Road
Toronto, ON M4N 3H4

Attn: S. Paul Mantini
Email: mantinisp@bennettjones.com

with a copy to the Purchaser's Solicitors:

Schneider Ruggiero Spencer Milburn LLP
Unit 302, 610 Applewood Crescent
Vaughan, ON L4K 0E3

Attn: Jonathan Rajzman
Email: jrajzman@srlawpractice.com

(b) in the case of the Receiver at:

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

Attention: Bryan Tannenbaum
Email: btannenbaum@tdbadvisory.ca

with a copy to the Receiver's Solicitors:

Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto ON M5H 3W5

Attention: Jeffrey Larry
Email: jeff.larry@paliareroland.com

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing or sending by other means of recorded electronic transmission, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 4:30 P.M. (Eastern Daylight Time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt. Either Party may from time to time change its address under this Section 28 by notice to the other Party given in the manner provided by this Section.

29. WAIVER OF CONDITIONS

Except as otherwise provided in this Agreement, all conditions contained herein have been inserted for the

benefit of either the Receiver or the Purchaser, as indicated, and are conditions of the obligations of such Party to complete the Transaction at Closing. Subject to and in accordance with the terms and conditions contained in this Agreement, any one or more of the said conditions may be waived, in writing, in whole or in part, by the benefiting Party without prejudice to the benefiting Party's right of termination in the event of the non-fulfilment of any other condition, and, if so waived, this Agreement shall be read exclusive of the said condition or conditions so waived. For greater certainty, the Closing of the Transaction by a Party shall be deemed to be a waiver by such Party of compliance with any condition inserted for its benefit and not satisfied at Closing. For greater certainty, the conditions under Section 19 cannot be waived by either Party.

30. SEVERABILITY

If any provision contained in this Agreement or the application thereof to any Person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those to whom/which it is held invalid or unenforceable, shall not be affected thereby and each provision contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

31. DIVISION/HEADINGS

The division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part hereof.

32. ENTIRE AGREEMENT

This Agreement, together with the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and sets out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties relating to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement. This Agreement is intended to create binding obligations on the part of the Receiver 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.

33. CUMULATIVE REMEDIES

No remedy conferred upon or reserved to one or both of the Parties is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

34. DAMAGES

Under no circumstance shall any of the Parties or their respective representatives be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transaction.

35. INTERPRETATION

This Agreement shall be read with all changes of gender and number as required by the context.

36. STATUTE AND SECTION REFERENCES

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section or sections, paragraph or paragraphs and/or clause or clauses of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

37. AMENDMENTS

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, shall be binding unless executed in writing by the Party to be bound thereby.

38. 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 the Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

39. TIME OF ESSENCE

Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Parties or their respective solicitors who are hereby expressly appointed for that purpose.

40. CURRENCY AND PAYMENT OBLIGATIONS

Except as otherwise provided in this Agreement, all dollar amounts referred to in this Agreement are stated in Canadian Dollars and any payment contemplated by this Agreement shall be made by certified cheque, bank draft or wire transfer.

41. TENDER

Any tender of notices, documents and/or monies hereunder may be made upon the Receiver or the Purchaser and/or their respective solicitors.

42. FURTHER ASSURANCES

Except as otherwise expressed herein to the contrary, each Party shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement.

43. CONFIDENTIALITY

The Purchaser agrees that all information and documents supplied by the Receiver or anyone on its behalf to the Purchaser or anyone on the Purchaser's behalf (including but not limited to information in the schedules hereto) shall, unless and until Closing occurs, be received and kept by the Purchaser and anyone acting on the Purchaser's behalf on a confidential basis and, without the Receiver's prior written consent shall not be disclosed to any third-party. If for any reason Closing does not occur, all such documents shall forthwith be returned intact to the Receiver and no copies (physical or digital) and/or details thereof shall be retained by the Purchaser or anyone acting on its behalf. The Purchaser and Receiver further agree that unless and until the terms of this Agreement become public knowledge in connection with an application to the Court, the Purchaser shall keep such terms confidential and shall not disclose them to anyone except

the Purchaser's Solicitors, agents or lenders acting in connection herewith and then only on the basis that such Persons also keep such terms confidential as aforesaid.

44. NON-BUSINESS DAYS

In the event that any date specified, or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

45. GOVERNING LAWS

This Agreement has been executed in the Province of Ontario and, for all purposes, shall be construed in accordance with and governed by the laws in effect within the Province of Ontario. The Parties consent to the jurisdiction and venue of the Court for the resolution of any disputes under this Agreement.

46. ASSIGNMENT

No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, the Purchaser shall have the right, upon written notice to the Receiver's Solicitors delivered not less than ten (10) Business Days prior to the motion to be heard in respect of the Approval and Vesting Order, to assign, in whole or part, its rights to acquire the Property hereunder to any company or companies affiliated (as that term is defined in the *Business Corporations Act* (Ontario)) with the Purchaser. Provided that notwithstanding the foregoing, in no event shall any assignment relieve the Purchaser of any of its obligations under this Agreement to and including Closing and the Purchaser shall remain jointly and severally liable with any such assignee for the performance of all of the terms and conditions on the part of the Purchaser to be performed pursuant to the terms and conditions of this Agreement including the execution of all closing documents up to and including the Closing Date.

47. RECEIVER'S CAPACITY

It is acknowledged by the Purchaser that the Receiver is entering into this Agreement solely in its capacity as Court-Appointed Receiver of the Debtors and that the Receiver shall have no personal or corporate liability under or as a result of this Agreement. Any Liabilities against the Receiver shall be limited to and only enforceable against the property and assets then held by or available to it in its capacity as Receiver of the Debtors and shall not apply to its personal property and other assets held by it in any other capacity. The term "Receiver" as used in this Agreement shall have no inference or reference to the present registered owner of the Property.

48. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

49. THIRD PARTY BENEFICIARIES

Unless where provided to the contrary by the specific terms hereof, this Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

50. NO INTERMEDIARIES

The Parties acknowledge and agree that the Purchaser shall not be liable for any commission or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Receiver. The Parties further acknowledge and agree that the Receiver shall not be liable for any commission or other remuneration payable or alleged to be payable to any broker, agent

or other intermediary who purports to act or have acted for the Purchaser.

51. COUNTERPARTS AND ELECTRONIC TRANSMISSION

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the Parties adopt any signatures received by electronic transmission as original signatures of the Parties.

52. IRREVOCABLE

This Agreement shall be irrevocable by the Purchaser until no earlier than 5:00 P.M. (Eastern Daylight Time) on August 14, 2024.

[remainder of this page intentionally left blank]

DATED as of the date first written above.

1180554 ONTARIO LIMITED

Signed by:
Per: Paul Mantini
S. Paul Mantini
President

I have authority to bind the Corporation.

The Receiver hereby accepts this offer to purchase and agrees with the Purchaser to duly complete the Transaction, subject to the conditions stated above.

8/14/2024

DATED this ____ day of _____, 2024.

TDB RESTRUCTURING LIMITED, solely in its capacity as court-appointed receiver of the Debtors

Signed by:
Per: Jeffrey Berger
Name: Jeffrey Berger
Title: Managing Director

Per: _____
Name:
Title:

I/We have authority to bind the Receiver.

SCHEDULE "A"

THE PROPERTY

7535 Highway 26, Nottawasaga, Ontario (97.28 acres)

PIN 58239-0302LT

Legally described as: PART LOT 26, CONCESSION 3 NOTTAWASAGA AS IN RO301861, EXCEPT RO1374660 AND EXCEPT RO476761; S/T RO130516; S/T EASEMENT AS IN SC1827975; CLEARVIEW

7535 Highway 26, Nottawasaga, Ontario (78.6 acres)

PIN 58239-0450LT

Legally described: as PART LOT 26, CONCESSION 3 NOTTAWASAGA AS IN RO301862 W OF RO1374660 (FORMER CNR LANDS); S/T RO130515; T/W EASEMENT AS IN SC1827975; CLEARVIEW

6273 27/28 Sideroad, Stayner, Ontario

PINs 58239-0013LT, 58239-0014LT and 58239-0015LT

Legally described as: PART LOT 27, CONCESSION 3 NOTTAWASAGA AS IN RO289265, EXCEPT 51R279030; S/T RO130023; CLEARVIEW, PART LOT 27, CONCESSION 3 NOTTAWASAGA PT 1, 51R27930; CLEARVIEW and PART LOT 27, CONCESSION 3 NOTTAWASAGA PT 2, 51R27930; CLEARVIEW

SCHEDULE "B"

THE PERMITTED ENCUMBRANCES

1. any registered reservations, restrictions, rights of way, easements or covenants that run with the Lands;
2. any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. all Applicable Laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Lands;
4. any minor easements for the supply of utility service to the Lands or adjacent properties;
5. encroachments disclosed by any errors or omissions in existing surveys of the Lands or neighbouring properties and any title defect, encroachment or breach of a zoning or building by-laws or any other Applicable Law, by-laws or regulations which might be disclosed by a more up-to-date survey of the land and survey matters generally;
6. the exceptions and qualifications set forth in the *Land Titles Act* (Ontario);
7. the reservations contained in the original grant from the Crown; and
8. liens for taxes if such taxes are not due and payable.
9. RO294298 Order;
10. Instrument RO130023 Transfer of Easement; and
11. Instrument RO130515 Transfer of Easement.

4855-9069-1031 v6 [109692-2]

Certificate Of Completion

Envelope Id: B0BBA3D676DF4CBB9CCB3BA52DE57F98	Status: Completed
Subject: Complete with Docusign: Amended APS - with Purchaser Amendments 8 12 24 and ML amendments.pdf	
Source Envelope:	
Document Pages: 20	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Sandeep Tyagi
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2600 W Big Beaver Rd
	#300
	Troy, MI 48084
	STyagi@dickinson-wright.com
	IP Address: 38.99.133.150

Record Tracking

Status: Original	Holder: Sandeep Tyagi	Location: DocuSign
8/14/2024 11:32:48 AM	STyagi@dickinson-wright.com	

Signer Events

Jeffrey Berger
 jberger@tdbadvisory.ca
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 24CFFC4443CC40B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 130.41.63.75

Timestamp

Sent: 8/14/2024 11:38:10 AM
 Viewed: 8/14/2024 11:38:34 AM
 Signed: 8/14/2024 11:39:37 AM

Electronic Record and Signature Disclosure:
 Accepted: 8/14/2024 11:38:34 AM
 ID: 83a0463d-43a0-44cf-b94d-e448f43a30b8

Paul Mantini
 MANTINISP@bennettjones.com
 President
 Security Level: Email, Account Authentication (None)

Signed by:

 47BC4B81AC2F45B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 184.150.227.52
 Signed using mobile

Sent: 8/14/2024 11:38:09 AM
 Viewed: 8/14/2024 12:06:38 PM
 Signed: 8/14/2024 12:07:31 PM

Electronic Record and Signature Disclosure:
 Accepted: 8/14/2024 12:06:38 PM
 ID: 0d46f518-ca12-4d6a-8957-de286505138f

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Marc A. Lean
 mlean@dickinsonwright.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/14/2024 11:38:09 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/5/2024 2:10:53 PM
 ID: 688b2eb7-3d3e-4abf-9a00-6fac32662a10

Carbon Copy Events	Status	Timestamp
Sandeep Tyagi styagi@dickinson-wright.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/14/2024 11:38:09 AM Resent: 8/14/2024 12:07:35 PM Viewed: 8/14/2024 5:01:17 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/14/2024 11:38:10 AM
Certified Delivered	Security Checked	8/14/2024 12:06:38 PM
Signing Complete	Security Checked	8/14/2024 12:07:31 PM
Completed	Security Checked	8/14/2024 12:07:31 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dickinson Wright PLLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dickinson Wright PLLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mkolb@dickinsonwright.com

To advise Dickinson Wright PLLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mkolb@dickinsonwright.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dickinson Wright PLLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mkolb@dickinsonwright.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dickinson Wright PLLC

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mkolb@dickinsonwright.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dickinson Wright PLLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dickinson Wright PLLC during the course of your relationship with Dickinson Wright PLLC.

TDB Restructuring Limited
Court-Appointed Receiver of CBJ Developments Inc., CBJ - Clearview Garden
Estates Inc., CBJ - Bridle Park II Inc.
Statement of Receipts and Disbursements
For the period January 26, 2024 to August 31, 2024

Receipts

Sale of Land	\$	1,000,000
Receiver's Certificate - advance (Note 1)		50,000
Interest		7,398
Rental Income		6,106
Cash on hand		1,520
HST Collected		795
Insurance refund		13
Total receipts	\$	<u>1,065,832</u>

Disbursements

Payments to Secured Creditors	\$	500,000
Receiver's Certificate - repayment (Note 1)		50,000
Property Tax		20,893
Insurance		3,402
Interest (Note 1)		1,336
Miscellaneous		790
Receiver's Fees (Note 2)		164,397
Legal Fees		114,697
HST Paid		36,223
Total disbursements	\$	<u>891,736</u>
Excess of Receipts over Disbursements	\$	<u>174,096</u>

Notes:

1.

This amount represents an advance from Boulder View Holdings Inc. secured by Receiver Certificates No. 1. This advance of \$50,000.00 was repayed on June 17, 2024 with interest of \$1,336.00, totalling \$51,336.00.

2. Represents receivership fees as follows:

To March 31, 2024	\$	20,616
To April 30, 2024		23,400
To May 31, 2024		71,912
To June 30, 2024		34,373
To July 31, 2024		14,097
	\$	<u>164,397</u>

E & OE

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

1180554 ONTARIO LIMITED

Applicant

- and -

**CBJ DEVELOPMENTS INC., CBJ – CLEARVIEW GARDEN ESTATES INC.,
CBJ – BRIDLE PARK II INC.**

Respondent

AFFIDAVIT OF BRYAN TANNENBAUM
(Sworn September 18, 2024)

I, **BRYAN TANNENBAUM**, 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 Court dated January 26, 2024, RSM Canada Limited (“**RCL**”) was appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business

carried on by the Debtors, including all proceeds of. Effective February 1, 2024, the name RCL was changed to TDB Restructuring Limited (“**TDB**”). By Order of the Ontario Superior Court of Justice (Commercial List) dated March 1, 2024, TDB replaced RCL as the Receiver.


3. Attached hereto and marked as **Exhibit “A”** to this my affidavit are copies of invoices issued by TDB for fees incurred by TDB in respect of the receivership proceedings for the period May 1 to August 31, 2024 (the “**Period**”). The total fees charged for the Period are \$127,821.00, the total disbursements are \$81.12 and HST of \$16,627.28 for a total of \$144,529.41. The average hourly rate charged during the Period was \$574.48.

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

5. 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.

6. 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 at the City of)
Toronto, in the Province of Ontario, on)
the 18th day of September, 2024)
)
)
)
)
)
)
)
)



A Commissioner, etc.

*Arif Nazarali Dhanani,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires April 21, 2026.*



BRYAN TANNENBAUM

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF BRYAN TANNENBAUM SWORN BEFORE ME
THIS 18th DAY OF SEPTEMBER, 2024**



A Commissioner, etc.

**Arif Nazarali Dhanani,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires April 21, 2026.**

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
 Court-Appointed Receiver of CBJ Developments Inc., CBJ – Clearview
 Garden Estates Inc., CBJ – Bridle Park II Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited
11 King Street West, Suite 700

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

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

tdbadvisory.ca

Date June 5, 2024

Client File 39-001
Invoice TDB #3
No. 2406011

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of CBJ Developments Inc., CBJ – Clearview Garden Estates Inc., CBJ – Bridle Park II Inc. (collectively referred to as the “Debtors”) for the period May 1, 2024 to May 31, 2024.

Date	Professional	Description
5/1/2024	Donna Nishimura	Prepare receipts processing form and deposit cheque at the bank.
5/2/2024	Nisan Thurairatnam	Prepare draft First Report to Court.
5/3/2024	Nisan Thurairatnam	Review of motion materials, endorsements, orders; review file matters; prepare draft First Report to Court.
5/3/2024	Bryan Tannenbaum	J. Fried of Fogler Rubinoff LLP (“Foglers”) of May 1 email re delay to Friday for deposit; email from M. Castelli re delay of deposit comments; email to J. Fried re deposit status; email from S. Metcalfe of Royal LePage re status; telephone call with J. Fried re status of deposit; telephone call from M. Castelli.
5/6/2024	Nisan Thurairatnam	Internal meeting regarding file; emails regarding the APA and the deposit; continue to draft First Report to Court.
5/6/2024	Jeff Berger	Confirm receipt of deposit and exchange emails with B. Tannenbaum and counsel re same; discuss the content to be addressed in the First Report with N. Thurairatnam and B. Tannenbaum.
5/6/2024	Bryan Tannenbaum	Telephone call from Foglers to confirm wire transfer details; follow up email sent; telephone call from M. Castelli; email from S. Metcalfe and response sent; emails re receipt of deposit; confirm receipt; sent executed APS to J. Fried; email to J. Larry of Paliare Roland Rosenberg Rothstein LLP to obtain a court date; another email from S. Metcalfe; email to J. Larry re security opinion; response from J. Larry.
5/7/2024	Bryan Tannenbaum	Receipt and review of J. Larry email to Debtor's counsel re court date for sale approval; telephone call with M. Castelli re real estate lawyer; telephone call with M. Lean of Dickinson Wright LLP to act on real estate transaction; email to M. Lean re background information.
5/8/2024	Nisan Thurairatnam	Review internal emails regarding selection of real estate counsel.
5/8/2024	Bryan Tannenbaum	Receipt and review of Mr. Katz letter re unsecured claim; response sent; receipt and review of J. Larry email attaching D. Badham's email regarding second mortgagee being notified about court date.

Date	Professional	Description
5/9/2024	Jennifer Hornbostel	Update R&D.
5/9/2024	Jeff Berger	Review various emails and documents from listing broker re referral arrangements and commission, etc.; discuss same with B. Tannenbaum; begin review of draft First Report to Court.
5/10/2024	Jeff Berger	Receipt and review of various forms from the listing broker re commission, representation and cooperating broker arrangements; call with S. Metcalfe, J. Campagnaro of Royal LePage and B. Tannenbaum re same; edit Receiver's First Report to Court.
5/10/2024	Bryan Tannenbaum	Receipt of realtor emails regarding documents for signature; review S. Metcalfe email to J. Larry re deposit; teams call with J. Campagnaro, S. Metcalfe and J. Berger re signing documents and commission.
5/12/2024	Bryan Tannenbaum	Receipt and review of Dinning Hunter Jackson Law ("Dinning") letter re unsecured creditor; response sent.
5/13/2024	Jennifer Hornbostel	Email to vendor.
5/15/2024	Jennifer Hornbostel	Post transaction.
5/16/2024	Tanveel Irshad	Update HST schedule.
5/16/2024	Arif Dhanani	Review draft Receiver's report and amend same; discussions with J. Berger and B. Tannenbaum; discussion with N. Thurairatnam regarding report.
5/16/2024	Nisan Thurairatnam	Call with A. Dhanani regarding the First Report; call with A. Dhanani regarding edits to the First Report; call with T. Irshad regarding all HST filings for file.
5/16/2024	Bryan Tannenbaum	Email to K. McLeod re updated discharge statement; email to J. Larry re security opinion and his response; email from J. Kulathungam of Teplitsky LLP re same; email to J. Kulathungam re profit participation wording for the court report.
5/17/2024	Nisan Thurairatnam	Review edits made by A. Dhanani on the First Report and edit same; provide draft report to J. Berger for review.
5/17/2024	Tanveel Irshad	Update HST schedule; pull and input GL and documents into iManage.
5/17/2024	Bryan Tannenbaum	Telephone call from J. Burrell re liabilities and status; edit draft report to court; email to Royal LePage regarding marketing efforts.
5/19/2024	Brenda Wong	Prepare bank reconciliation and email to J. Hornbostel re posting error.
5/20/2024	Jeff Berger	Conference call with B. Tannenbaum and J. Larry to discuss various items to be addressed in the upcoming motion to be heard on May 29, 2024.
5/21/2024	Jeff Berger	Review additional changes to the First Report and discuss same with B. Tannenbaum; edit report per discussion with B. Tannenbaum and send to J. Larry for review and comments.
5/21/2024	Nisan Thurairatnam	Discussion with T. Irshad regarding Company's HST.
5/21/2024	Tanveel Irshad	Upload and review GL and documents from Ascend; meeting with N. Thurairatnam to discuss; organize deliverables from meeting.
5/21/2024	Bryan Tannenbaum	To record teams call last night with J. Larry and J. Berger re status and second loan registrations; receipt and review of D. Badham's email confirming discharge of second mortgage that appeared to have priority to his client; email from M. Lean to J. Larry re PIN's; emails re realtor's confirmation of cooperation and representation forms and execute same and return; review and edit report to court; review updated mortgage discharge statement from first mortgagee.
5/21/2024	Jennifer Hornbostel	Post transactions.
5/22/2024	Jeff Berger	Review additional comments and edits from J. Larry and B. Tannenbaum.

Date	Professional	Description
5/22/2024	Tanveel Irshad	Prepare and call with Canada Revenue Agency ("CRA") contact person to discuss status of HST returns, redirected to another agent who was not available, left voicemail message.
5/22/2024	Bryan Tannenbaum	Continue to edit report to court; email to D. Badham re discharge statement for the second mortgage; review of D. Badham's response and request a formal discharge statement; review email from J. Larry to M. Lean with second mortgage discharge numbers; receipt and review of J. Larry email to J. Fried re name for vesting order, etc.
5/22/2024	Jennifer Hornbostel	Prepare fee affidavit.
5/23/2024	Tanveel Irshad	Call with CRA contact person to understand status of RT001 and RT002.
5/23/2024	Bryan Tannenbaum	Receipt and review of J. Larry email with draft Notice of Motion; receipt and review of M. Lean email to J. Larry re AVO wording; review of J. Larry response to M. Lean; review revisions to our report to court; email from J. Larry to M. Lean re comments on encumbrance schedule; receipt and review of J. Fried email re purchasers name for vesting order; receipt and review of J. Burrell email re all liabilities; response sent; receipt and review of the Motion Record; distribute same to the lenders; receipt and review of P. Mantini question re notice of motion; response sent; review J. Larry response.
5/23/2024	Jeff Berger	Final changes to the report and compile appendices.
5/24/2024	Nisan Thurairatnam	Review the Motion Record for Court Approval of the Sale.
5/26/2024	Bryan Tannenbaum	Emails with M. Castelli re profit participation portion dispute; email to V. Salvatore representing second mortgagee re same.
5/27/2024	Jennifer Hornbostel	Post transaction.
5/27/2024	Donna Nishimura	Prepare receipts processing form and deposit cheque at the bank.
5/27/2024	Bryan Tannenbaum	Telephone call with V. Salvatore re second mortgage and profit participation issue; review J. Larry email re M. Lean to register substitution order on title; email from M. Lean to J. Larry re second mortgage discharge statement; receipt and review of Factum from J. Larry's office.
5/28/2024	Tanveel Irshad	Save GL and documents in iManage for review and update HST tracker with comments.
5/28/2024	Bryan Tannenbaum	Telephone call from J. Kulathungam re proceeds; receipt and review of J. Larry email to M. Lean re registration of orders on title and Foglers request for closing.
5/29/2024	Jeff Berger	Prepare for and attend in Court re sale approval hearing; subsequent call with J. Larry and B. Tannenbaum to debrief.
5/29/2024	Nisan Thurairatnam	Attend Court virtually regarding the sale approval.
5/29/2024	Bryan Tannenbaum	Email to M. Castelli re V. Salvatore dispute of profit participation portion of first mortgage; email to secured creditors with Endorsement and Orders; email from M. Castelli re 11 days to close; email from M. Castelli re V. Salvatore position; email to real estate counsel re closing date; receipt and review of service list email with endorsement and Orders; email to Royal LePage re court approval; responding email from M. Lean; telephone call from V. Salvatore.
5/30/2024	Nisan Thurairatnam	Review all HST matters and documents prepared by T. Irshad.
5/30/2024	Bryan Tannenbaum	Receipt and review of the revised draft order; receipt and review of J. Kulathungam email to J. Larry re disputing second mortgage amount; review J. Larry response re same; email to J. Larry's office re second order required as set out in the Receiver's report; response received; review J. Larry email to Foglers re draft order; Foglers response; prepare for and attend court for approval of the sale; receipt and review of Endorsement and Orders of Justice

Date	Professional	Description
		Kimmel; receipt and review of email from Dinning; response sent; second email and response from Dinning.
5/31/2024	Bryan Tannenbaum	Receipt and review of J. Fried email confirming closing date; discuss with J. Berger; receipt of email from Royal LePage; review accounting for statement of adjustments.
		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	55.20	\$ 695	\$ 38,364.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	5.10	\$ 625	3,187.50
Jeff Berger, CPA, CA, CIRP, LIT	Managing Director	25.40	\$ 575	14,605.00
Brenda Wong, CIRP, LIT	Director	0.10	\$ 495	49.50
Nisan Thurairatnam, CPA	Manager	34.10	\$ 425	14,492.50
Tanveel Irshad	Associate	3.30	\$ 295	973.50
Jennifer Hornbostel/Donna Nishimura	Estate Administrator	1.60	\$ 150	240.00
Total hours and professional fees		<u>124.80</u>		\$ 71,912.00
HST @ 13%				9,348.56
Total payable				\$ 81,260.56

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
Court-Appointed Receiver of CBJ Developments Inc., CBJ – Clearview
Garden Estates Inc., CBJ – Bridle Park II Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

TDB Restructuring Limited
11 King St. W, Suite 700
Toronto, ON M5H 4C7
info@tdbadvisory.ca
416-575-4440
416-915-6228
tdbadvisory.ca

Date July 11, 2024

Client File 39-001
Invoice TDB #4
No. 2407008

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of CBJ Developments Inc., CBJ – Clearview Garden Estates Inc., CBJ – Bridle Park II Inc. (collectively referred to as the “Debtors”) for the period June 1, 2024, to June 30, 2024.

Date	Professional	Description
6/3/2024	Jeff Berger	Review correspondence from broker re closing and B. Tannenbaum response to same; discuss status of file and closing considerations with B. Tannenbaum.
6/3/2024	Tanveel Irshad	Create and update receivership checklist.
6/3/2024	Donna Nishimura	Prepare receipts processing form and deposit cheque at the bank.
6/3/2024	Bryan Tannenbaum	Receipt, review and response to Royal LePage email re confirmation of closing date.
6/4/2024	Jeff Berger	Call from M. Lean of Dickinson Wright LLP re statement of adjustments and information required for same; discussion with B. Tannenbaum and N. Thurairatnam re outstanding adjustments and estimates, etc.
6/4/2024	Nisan Thurairatnam	Prepare a summary of receipts and disbursement and determine amounts outstanding to be paid.
6/4/2024	Tanveel Irshad	Update receivership tracker.
6/4/2024	Donna Nishimura	Printout GL showing rent cheques relating to the property and list post-dated cheques that are being held.
6/4/2024	Bryan Tannenbaum	Emails re tenant deposits for adjustment on closing; email to K. Zacharis re lease documents; telephone call with M. Lean re closing issues, expenses, and accruals, etc.; review property tax payment status and emails re same with M. Lean.
6/4/2024	Jennifer Hornbostel	Register for taxes with Clearview Township; review statements and update R&D.
6/5/2024	Nisan Thurairatnam	Review the summary of receipts and disbursements and add a section for accruals and estimated cost to complete; meet with B. Tannenbaum regarding the summary of receipts and disbursements; edit the workbook regarding several adjustments discussed during meeting.
6/5/2024	Jeff Berger	Correspond with the broker regarding an invoice for their commissions, as well as information required by the Broker of Record to document the vendor's authority to sell the property; discuss same with B. Tannenbaum; call with

Date	Professional	Description
		B. Tannenbaum and M. Lean to discuss the statement of adjustments and other matters re closing.
6/5/2024	Bryan Tannenbaum	Telephone call with M. Lean re real estate commission issue; email from S. Metcalfe of Royal LePage re RECO compliance information; receipt and review of D. Badhan email to J. Kulathungam of Teplitsky LLP re court date for profit participation issue; review of J. Kulathungam response re same; receipt and review of Clearwater property tax statements; review of J. Berger response to S. Metcalfe; review accounting for closing adjustments with N. Thurairatnam; conference call with M. Castelli and M. Goikberg re closing and distribution of funds and scenario if transaction does not close.
6/6/2024	Tanveel Irshad	Call with N. Thurairatnam; email to B. Tannenbaum regarding Statement of Receipts and Disbursements.
6/6/2024	Nisan Thurairatnam	Edits to the summary of receipts and disbursements; call with B. Tannenbaum regarding same.
6/6/2024	Bryan Tannenbaum	Receipt and review of Royal LePage commission statement; review adjustments accounting; review M. Lean email to J. Fried of Fogler Rubinoff LLP ("Foglers") re draft agreements for review; discussions with J. Larry of Paliare Roland Rosenberg Rothstein LLP re accounting adjustments; telephone call with M. Lean re accounting for adjustments.
6/7/2024	Bryan Tannenbaum	Zoom call with S. Brunswick of Teplitsky and J. Kulathungam re potential fraud claim by his clients against CBJ; calls with M. Lean re statement of adjustments; receipt and review of M. Lean email to J. Fried re property tax status; J. Larry email re P. Mantini involvement and response sent; telephone call with J. Kulathungam re debrief from our meeting with S. Brunswick; review Foglers emails to M. Lean with property tax bills and arrears for hydro/water; email from J. Larry re request for extension in closing; telephone call with M. Castelli re same; telephone call from A. Kumar and M. Castelli; email to Royal LePage re closing delay; teams call with J. Larry, M. Lean, R. Shah and J. Berger re our alternatives for their extension request; two emails from Royal LePage re did not know of extension request; receipt and review of J. Larry email to J. Kulathungam re extension request and Receiver's proposal; review of J. Kulathungam's response and J. Larry reply re reason for extension request; review Royal LePage email re other agent told with lawyers.
6/7/2024	Nisan Thurairatnam	Several emails regarding the transaction not closing.
6/8/2024	Bryan Tannenbaum	Receipt and review of J. Kulathungam's email responding to J. Larry draft email to purchaser's lawyer; send responding comments; receipt and review of J. Larry email response; review of J. Kulathungam response to my email; review J. Larry email to Receiver; arrange call for this afternoon; email to J. Kulathungam re agree but need to discuss; teams call with J. Kulathungam, J. Larry, M. Lean and J. Berger to discuss our position to go back to the purchaser; receipt and review of J. Larry draft email to J. Fried re same; review J. Kulathungam comments; receipt and review of J. Larry email to J. Fried with extension terms.
6/8/2024	Jeff Berger	Review correspondence with counsel re purchaser's request for an extension; call with counsel and B. Tannenbaum to discuss same.
6/9/2024	Anne Baptiste	Prepare bank reconciliation.
6/9/2024	Bryan Tannenbaum	Receipt and review of J. Fried email to J. Larry confirming he has forwarded our email to his clients; receipt and review of J. Larry email to M. Lean re tender; email to J. Larry re second mortgagee; review J. Larry response; email to J. Larry re agreement to contact D. Badham; receipt and review of J. Larry email to D. Badham.

Date	Professional	Description
6/10/2024	Jeff Berger	Review various emails re extension of closing and the negotiation of terms re same; review and sign sale documents to complete tender process; call with M. Lean to discuss status of closing, extension, tender, etc.
6/10/2024	Nisan Thurairatnam	Several emails regarding the transaction not closing.
6/10/2024	Tanveel Irshad	Call with Canada Revenue Agency regarding HST.
6/10/2024	Bryan Tannenbaum	Receipt and review of Royal LePage email re reason for looking to other prospective purchasers; response sent; review email from J. Kulathungam to J. Larry; review J. Larry response re nothing further from J. Fried; telephone call from Jacob C. of Royal LePage; email from S. Metcalfe re meeting scheduled with another prospective purchaser; various calls and emails with J. Larry and M. Lean re terms of extension; email from J. Fried re confirmation of increased deposit and extension terms; telephone call from M. Castelli; email from Royal LePage re other prospective purchaser; approve J. Larry draft email to J. Fried; email from Royal LePage re verdict; telephone call from Jacob C. re confirming extension to him and confirming instructions to find other buyers.
6/11/2024	Bryan Tannenbaum	Receipt and review of Royal LePage email re extension agreement.
6/12/2024	Bryan Tannenbaum	Telephone call from M. Castelli re funds release; email to J. Larry re release a payment to first mortgagee; telephone call from V. Salvatore re profit participation agreement; review court report regarding approved distribution waterfall; email from Royal LePage re update.
6/13/2024	Bryan Tannenbaum	Telephone call with J. Larry re paying secured creditor from the proceeds of deposit; receipt and review of J. Larry accounts; process same for payment.
6/13/2024	Jennifer Hornbostel	Prepare payment and post transaction.
6/14/2024	Bryan Tannenbaum	Telephone call from C. Agagnier re status and closing and fraud involving Ft. Erie property; telephone call from M. Castelli re status of additional deposit; email re same to J. Fried; review of J. Fried response; inform M. Castelli; email re Receiver's certificate payout; email M. Castelli re payment towards indebtedness; email from J. Kulathungam re deposit; response sent; review of Royal LePage email re additional deposit and respond to same; email from Royal LePage re deposit made; response re negative on second deposit; telephone call with J. Fried; receipt and review of emails confirming second deposit to be sent Monday morning; call from M. Castelli re deposit; telephone call from V. Salvatore; telephone call from Jacob C.
6/16/2024	Bryan Tannenbaum	Receipt and review of K. McLeod email with Receiver's certificate payout amount; email re banking information.
6/17/2024	Bryan Tannenbaum	Receipt and review of Foglers email re additional deposit funds wired; review bank account to confirm; repay Receiver's certificate; emails with K. McLeod re same.
6/17/2024	Jennifer Hornbostel	Prepare and post transaction.
6/18/2024	Bryan Tannenbaum	Review bank account; email to Foglers to confirm funds received for second deposit; telephone call from John C. re deposit confirmation and other interested parties.
6/19/2024	Bryan Tannenbaum	Telephone call from V. Salvatore re closing.
6/19/2024	Jennifer Hornbostel	Post transaction.
6/25/2024	Donna Nishimura	Prepare receipts processing form and deposit cheque at the bank.
6/25/2024	Bryan Tannenbaum	Telephone call from M. Castelli re second mortgagee legal challenge of profit participation amount; subsequent emails received re same; email from M. Lean re Foglers request for updated discharge statement; email re same to K. McLeod; receipt and review of Royal LePage invoice; forward same to M. Lean; telephone

Date	Professional	Description
		call from J. Larry re his call with J. Fried regarding concept of a first mortgage to replace profit participation, etc.; email to and from Royal LePage re closing date for June 28, 2024; receipt and review of six emails from J. Kulathungam re PIN's and registration of Receiving Order on title.
6/25/2024	Nisan Thurairatnam	Review emails regarding the closing of sale and realtor commissions.
6/26/2024	Bryan Tannenbaum	Receipt and review of K. McLeod email with updated discharge statement; forward comments to M. Lean; review M. Lean email to Foglers regarding updated statement of adjustments, etc.; receipt of wire details for 1180554 Ontario Limited for closing; review of PIN registration of receiving order invoices; telephone call from V. Salvatore re closing; review J. Larry email attaching D. Badham email to court withdrawing urgent request; telephone call from J. Campagnaro of Royal LePage re status of closing; various emails from D. Badham re arrange a meeting; email to D. Badham re purpose of meeting; telephone call with J. Larry re meeting and concerns; telephone call from M. Lean re revised and updated statement of adjustments; receipt and review of statement of adjustments.
6/26/2024	Nisan Thurairatnam	Review several emails regarding the sale and fees to be paid.
6/27/2024	Bryan Tannenbaum	Zoom call with D. Badham, J. Larry , V. Salvatore, B. Brar re closing and profit participation issue; email from J. Kulathungam re heard anything from purchaser; call with J. Kulathungam and J. Larry re same; call from M. Castelli; call from V. Salvatore; Zoom call with J. Kulathungam, M. Castelli, A. Kumar, P. Mancini and others, J. Larry and J. Berger re closing status issues, extension request, alternatives, etc.; conference call with D. Badham, V. Salvatore and J. Larry to make proposals; email from D. Badham confirming call discussions; conference call with M. Lean and J. Larry to discuss reasonableness of arrangements; telephone call from M. Lean re first mortgage is good on sale of property; telephone call from M. Lean to review the wording of his draft email; email from S. Metcalfe re closing status and response sent.
6/27/2024	Jeff Berger	Call with the secured lenders and counsel to discuss the purchaser's request for a further extension and the terms upon which the Receiver may be willing to proceed.
6/28/2024	Jeff Berger	Call with the secured lender and counsel to discuss additional terms to the extension requested by the purchaser; discuss same with B. Tannenbaum.
6/28/2024	Bryan Tannenbaum	Telephone call from J. Larry and then added J. Kulathungam re first mortgagee upset; email from M. Lean re understanding sent to all; receipt and review of J. Larry email to M. Lean re our call with J. Kulathungam; telephone call from M. Lean re his conversation with J. Kulathungam; receipt and review of J. Campagnaro email and response sent re extension of closing; conference call with M. Lean and J. Larry re results of their non-conference call with J. Kulathungam and the lenders to debrief me; email from Royal LePage re other prospective purchaser's status; review J. Kulathungam email confirming decisions from the call, etc.; review M. Lean response to J. Kulathungam re wording issues; review of J. Kulathungam two emails with response; review of J. Larry comments to wording for agreement; email to M. Lean to send to J. Kulathungam.
6/28/2024	Jennifer Hornbostel	Post transaction and prepare cheque.
		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	41.30	\$ 695	\$ 28,703.50
Jeff Berger, CPA, CA, CIRP, LIT	Managing Director	6.20	\$ 575	3,565.00
Nisan Thuraiaratnam, CPA	Manager	3.20	\$ 425	1,360.00
Tanveel Irshad	Associate	1.20	\$ 295	354.00
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	2.60	\$ 150	390.00
Total hours and professional fees		<u>54.50</u>		\$ 34,372.50
HST @ 13%				4,468.43
Total payable				\$ 38,840.93

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
Court-Appointed Receiver of CBJ Developments Inc., CBJ – Clearview
Garden Estates Inc., CBJ – Bridle Park II Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

TDB Restructuring Limited
INCORPORATED IN CANADA

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 39-001
Invoice TDB #5
No. 2408011

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of CBJ Developments Inc., CBJ – Clearview Garden Estates Inc., CBJ – Bridle Park II Inc. (collectively referred to as the “Debtors”) for the period July 1, 2024, to July 31, 2024.

Date	Professional	Description
7/2/2024	Nisan Thurairatnam	Internal correspondence regarding the claims process.
7/2/2024	Bryan Tannenbaum	Receipt and review of M. Lean of Dickinson Wright LLP email with draft first mortgage; telephone call from M. Lean re same; ; email from J. Kulathungam of Teplitsky LLP; email from Royal LePage realtor re outcome of discussions and response sent; various emails re mortgage; call with M. Lean; conference call with M. Lean and J. Larry of Paliare Roland Rosenberg Rothstein LLP re editing of first mortgage and M. Lean conversation with P. Mantini; receipt and review of M. Lean email with redline wording; telephone call from M. Castelli; review of M. Lean email to J. Fried of Fogler Rubinoff LLP ; telephone call with J. Larry re closing issues; add D. Badham to conference call re closing and issues, etc.
7/3/2024	Nisan Thurairatnam	Review a termination letter regarding the termination of a purchase and sale agreement due to financing; email correspondence with an individual who claims they are a secured creditor; review and edit S246(2) notice and the summary of receipts and disbursements.
7/3/2024	Bryan Tannenbaum	Telephone call from V. Salvatore re closing difficulties; telephone call from M. Castelli re closing issues; telephone call from M. Lean re same; telephone call from C. Agagnier re lawsuit, etc.; receipt and review of M. Lean email re amended statement of adjustments; receipt and review of emails between J. Kulathungam and M. Lean with updated statement of adjustments; email from C. Agagnier re introduction to lawyer; receipt and review of D. Badham email re will not be in receipt of funds to close; receipt and review of J. Larry email with suggested response to D. Badham; review M. Lean email re same; telephone conference call with J. Kulathungam and M. Lean; telephone call from J. Campagnaro; review of M. Lean draft email to purchaser's lawyers; telephone and email from G. Roberts; responding email to G. Roberts with receivership orders; receipt and review of Dickinson Wright letter to Purchaser's lawyer re termination; email from S. Metcalfe re status of transaction and response sent; email from J. Campagnaro re another purchaser.
7/3/2024	Jennifer Hornbostel	Post transactions.

Date	Professional	Description
7/4/2024	Jeff Berger	Call with the secured lenders, B. Tannenbaum and counsel to discuss next steps, including a potential credit bid.
7/4/2024	Bryan Tannenbaum	Zoom call with lenders and J. Berger re plan moving forward; various emails with S. Metcalfe; telephone call from J. Campagnaro re status.
7/5/2024	Jeff Berger	Correspond with T. Irshad and B. Tannenbaum re HST returns;
7/5/2024	J. Hornbostel	Correspond with T. Irshad re HST returns;
7/5/2024	Bryan Tannenbaum	Correspond with J. Berger and T. Irshad re HST returns;
7/5/2024	Tanveel Irshad	Correspond with B. Tannenbaum and J. Berger re HST returns; correspond with J. Hornbostel re outstanding RT0001 period; prepare letter to Canada Revenue Agency ("CRA") and prepare nil returns for RT0001 and send to J. Berger for review; prepare letter to CRA to file nil returns for RT0001.
7/8/2024	Tanveel Irshad	Correspond with CRA to open RT0002 account and close RT0001 account.
7/8/2024	Bryan Tannenbaum	Receipt and review of Royal LePage email regarding recent marketing initiatives; forward same to lenders; email from P. Mantini re credit bid; review C. Agagnier email attaching statement of claim against other debtors; forward same to M. Castelli and P. Mantini; email from M. Castelli attaching new Royal LePage marketing email; email from J. Campagnaro re new offer from same group; forward same to M. Lean and J. Larry; telephone call from M. Lean re his discussion with J. Fried; email from J. Campagnaro re will speak to other agent as we never heard anything re new revised offer; email to D. Badham and J. Fried re new marketing email.
7/9/2024	Bryan Tannenbaum	Receipt and review of M. Lean email detailing his account; telephone call from M. Castelli re status and new bid deadline; telephone call with J. Fried re status of his client's offer; telephone call with J. Campagnaro re renewal of listing agreement and commission structure, etc.
7/9/2024	Jennifer Hornbostel	Prepare and mail cheque.
7/10/2024	Nisan Thurairatnam	Call with B. Tannenbaum and J. Berger to discuss all aspects of the mandate; internal correspondence regarding the collection of rents.
7/10/2024	Bryan Tannenbaum	Receipt, review and response to P. Mantini email; review property tax payments and authorize for payment of final installment; process property tax payments attend a call with J. Berger and N. Thurairatnam re all aspects of the mandate.
7/10/2024	Jeff Berger	Attend a call with B. Tannenbaum and N. Thurairatnam re all aspects of the mandate.
7/10/2024	Jennifer Hornbostel	Prepare and post property tax payments.
7/11/2024	Nisan Thurairatnam	Review property tax statements from the township and arrange payment of same.
7/11/2024	Tanveel Irshad	Call with CRA Officer re unsecured claim; send update to J. Berger.
7/11/2024	Jeff Berger	Receipt and review of T. Irshad email re CRA unsecured claim.
7/11/2024	Bryan Tannenbaum	Receipt and review of J. Campagnaro email with revised commission structure; response sent not to accept; telephone call with J. Campagnaro to revise and email confirming sent; review and DocuSign new listing agreement.
7/12/2024	Jennifer Hornbostel	Prepare payment.
7/13/2024	Anne Baptiste	Prepare bank reconciliation.
7/15/2024	Jennifer Hornbostel	Post transaction.
7/15/2024	Donna Nishimura	Email to B. Tannenbaum re post-dated rent cheques.
7/15/2024	Bryan Tannenbaum	Review D. Nishimura email with post-dated rent cheques.

Date	Professional	Description
7/16/2024	Bryan Tannenbaum	Receipt and review of K. McLeod email regarding payment of funds forfeited; email to J. Larry re same.
7/16/2024	Nisan Thurairatnam	Attend to matters regarding the collection of rents; review of fire hydrant fees and arrange payment of same.
7/16/2024	Jennifer Hornbostel	Prepare payment for hydrant service.
7/17/2024	Nisan Thurairatnam	Attend to matters regarding the confirmation of active insurance.
7/18/2024	Tanveel Irshad	Review correspondence from CRA re RT0001 accounts; save same to iManage.
7/18/2024	Bryan Tannenbaum	Review accounting and discuss R&D with J. Hornbostel; email to K. McLeod; review J. Larry response re security opinion and ability to make a distribution to secured creditor from forfeited deposit; process interim distribution to secured creditor.
7/18/2024	Jennifer Hornbostel	Update R&D and discuss with B. Tannenbaum; request EFT information; prepare and post payments.
7/19/2024	Tanveel Irshad	Call with N. Thurairatnam re HST; update HST - schedule to showcase outstanding HST returns.
7/19/2024	Nisan Thurairatnam	Attend a call with T. Irshad re HST.
7/19/2024	Bryan Tannenbaum	Telephone call from C. Agagnier; receipt and review of Royal LePage marketing update; forward to secured creditors.
7/22/2024	Bryan Tannenbaum	Receipt and review of CRA unsecured proof of claim; forward same to C. Agagnier re explanation.
7/22/2024	Jennifer Hornbostel	Record claim.
7/23/2024	Bryan Tannenbaum	Email from J. Larry and send APS to P. Mantini; receipt and review of P. Mantini email re deposit for a credit bid; response sent; second email from P. Mantini re clarification and response sent.
7/24/2024	Nisan Thurairatnam	Review proof of claim received in the mail from CRA.
7/24/2024	Bryan Tannenbaum	Emails from P. Mantini re APA irrevocable date and credit bid; receipt of same.
7/25/2024	Donna Nishimura	Prepare receipts processing form and deposit cheque at the bank.
7/25/2024	Jennifer Hornbostel	Post receipt.
7/26/2024	Bryan Tannenbaum	Email to Royal LePage requesting marketing update; response received; forward to secured creditor.
7/26/2024	Nisan Thurairatnam	Attend to HST matters.
7/29/2024	Jeff Berger	Review various emails re status of offers; call with K. Macleod re status of credit bid review.
7/31/2024	Nisan Thurairatnam	Preparing the Receiver's Second Report to Court.
7/31/2024	Jeff Berger	Review and respond to email from M. Castelli re status of offer; call with J. Larry re review of offer, amendments required to the agreement of purchase and sale, and next steps.
		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	13.40	\$ 695	\$ 9,313.00
Jeff Berger, CPA, CA, CIRP, LIT	Managing Director	2.10	\$ 575	1,207.50
Nisan Thurairatnam, CPA	Manager	5.50	\$ 425	2,337.50
Tanveel Irshad	Associate	2.40	\$ 295	708.00
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	3.00	\$ 150	450.00
Total hours and professional fees		<u>26.40</u>		\$ 14,016.00
Disbursements				
PPSA			\$ 57.12	
Reg Fee (tax exempt)			<u>24.00</u>	
Total disbursements				81.12
Total professional fees and disbursements				\$ 14,097.12
HST @ 13%				1,829.51
Total payable				\$ 15,926.63



To TDB Restructuring Limited
 Court-Appointed Receiver of CBJ Developments Inc., CBJ – Clearview
 Garden Estates Inc., CBJ – Bridle Park II Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited
 Toronto, ON M5H 4C7

11 King St. W, Suite 700
 Toronto, ON M5H 4C7
 info@tdbadvisory.ca
 416-575-4440
 416-915-6228
 tdbadvisory.ca

Date September 17, 2024

Client File 39-001
Invoice TDB #6
No. 2409011

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of CBJ Developments Inc., CBJ – Clearview Garden Estates Inc., CBJ – Bridle Park II Inc. (collectively referred to as the “Debtors”) for the period August 1, 2024, to August 31, 2024.

Date	Professional	Description
8/1/2024	Jeff Berger	Call from M. Lean of Dickinson Wright LLP re comments on the Agreement of Purchase and Sale (“APS”).
8/1/2024	Nisan Thurairatnam	Prepare the Second Report to Court.
8/6/2024	Nisan Thurairatnam	Review of property tax statement of account and compare to payments made; arrange for payment; edits to the Second Report to Court.
8/6/2024	Jeff Berger	Calls with M. Lean re APS and finalization of same.
8/6/2024	Jennifer Hornbostel	Prepare cheques and respond to emails.
8/7/2024	Jeff Berger	Call with M. Lean re finalization of APS; review of emails from M. Lean and J. Larry of Paliare Roland Rosenberg Rothstein LLP re same; call with M. Castelli to provide status update.
8/9/2024	Jeff Berger	Call with K. MacLeod and M. Castelli re status of offer, timing for Court hearing, etc.; call with J. Larry re same; email to M. Lean re status.
8/11/2024	Anne Baptiste	Prepare bank reconciliation.
8/12/2024	Anne Baptiste	Prepare bank reconciliation.
8/12/2024	Nisan Thurairatnam	Review of several invoices from the Township; email to Township to arrange call for clarity on the fees being charged.
8/12/2024	Tanveel Irshad	Update and assemble letters to Canada Revenue Agency (“CRA”) re RT0001 for J. Berger's review; update HST master schedule.
8/12/2024	Jennifer Hornbostel	Prepare payments.
8/13/2024	Tanveel Irshad	Call with CRA re issue GST/HST filing package.
8/13/2024	Jeff Berger	Correspond with M. Lean, J. Larry, and the secured lenders regarding the status of the credit bid APS review and the Court's availability to hear the Receiver's motion for approval of same; review final APS and email to M. Lean re additional change required.
8/14/2024	Nisan Thurairatnam	Attend a call with the Township regarding invoices charged back to the Debtor and discussing stay of proceedings.

Date	Professional	Description
8/14/2024	Jeff Berger	Review and sign APS; call with J. Larry re Court availability for a motion re approval of the sale.
8/16/2024	Bryan Tannenbaum	Receipt and review of various emails with APS updates; email regarding no individual sales and deposits on this site; supervision status update call with J. Berger.
8/19/2024	Bryan Tannenbaum	Various emails regarding Court dates; telephone call with M. Castelli re same.
8/19/2024	Jennifer Hornbostel	Prepare and post transaction.
8/21/2024	Bryan Tannenbaum	Receipt and review of S. Campbell email requesting copy of credit bid offer.
8/22/2024	Jennifer Hornbostel	Prepare and post payment.
8/23/2024	Bryan Tannenbaum	Review Royal Lepage email re commission invoicing; response sent.
8/26/2024	Donna Nishimura	Prepare receipts processing form and deposit cheque at the bank.
8/26/2024	Bryan Tannenbaum	Review accounting, APS, listing agreements, etc.; email to J. Larry re security opinion status; review J. Larry response.
8/26/2024	Nisan Thurairatnam	Review email correspondence with counsel re security opinion.
8/26/2024	Jennifer Hornbostel	Update R&D and post transaction.
8/28/2024	Bryan Tannenbaum	Receipt and review of email re insurance renewal; response sent as no attachment as referenced in email; receipt of attachment; attend to several emails re insurance renewal.
8/29/2024	Tanveel Irshad	Prepare Statement of Receipts and Disbursements and Interim Report.
		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	3.90	\$ 695	\$ 2,710.50
Jeff Berger, CPA, CA, CIRP, LIT	Managing Director	2.20	\$ 575	1,265.00
Nisan Thurairatnam, CPA	Manager	6.00	\$ 425	2,550.00
Tanveel Irshad	Associate	2.00	\$ 295	590.00
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	2.70	\$ 150	405.00
Total hours and professional fees		16.80		\$ 7,520.50
HST @ 13%				977.67
Total payable				\$ 8,498.17

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF BRYAN TANNENBAUM SWORN BEFORE ME
THIS 18th DAY OF SEPTEMBER, 2024**



A Commissioner, etc.

Arif Nazarah Dhanani,
a Commissioner, etc., Province of Ontario,
for TD3 Restructuring Limited.
Expires April 21, 2026.

**In the Matter of the Receivership of
 CBJ Developments Inc., CBJ - Clearview Garden Estates Inc., CBJ - Bridle Park II Inc.
 Summary of Receiver's Fees
 For the Period May 1, 2024 to August 31, 2024**

Invoice #	Invoice Date	Period	Hours	Fees	Disburse - ments	Subtotal	HST	Total	Average Hourly Rate
TDB #3	5-Jun-24	May 1, 2024 to May 31, 2024	124.8	\$ 71,912.00	\$ -	\$ 71,912.00	\$ 9,348.56	\$ 81,260.56	\$ 576.22
TDB #4	11-Jul-24	June 1, 2024 to June 30, 2024	54.5	\$ 34,372.50	\$ -	\$ 34,372.50	\$ 4,468.43	\$ 38,840.93	\$ 630.69
TDB #5	6-Aug-24	July 1, 2024 to July 31, 2024	26.4	\$ 14,016.00	\$ 81.12	\$ 14,097.12	\$ 1,832.63	\$ 15,929.75	\$ 530.91
TDB #6	17-Sep-24	August 1, 2024 to Ausut 31, 2024	16.8	\$ 7,520.50	\$ -	\$ 7,520.50	\$ 977.67	\$ 8,498.17	\$ 447.65
Total			222.5	\$ 127,821.00	\$ 81.12	\$ 127,902.12	\$ 16,627.28	\$ 144,529.41	\$ 574.48

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

BETWEEN:

1180554 ONTARIO LIMITED

Applicant

-and-

**CBJ DEVELOPMENTS INC., CBJ – CLEARVIEW GARDEN ESTATES INC. and
CBJ – BRIDLE PARK II INC.**

Respondents

**AFFIDAVIT OF BEATRICE LOSCHIAVO
(Sworn September 17, 2024)**

I, Beatrice Loschiavo, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY:**

1. I am an assistant at the law firm of Paliare Roland Rosenberg Rothstein LLP (“Paliare Roland”). I have personal knowledge of the matters to which I hereinafter refer.
2. Paliare Roland has provided legal services to and incurred disbursements on behalf of the Receiver. The detailed invoices attached hereto and marked as **Exhibit “A”** are dockets (the “**Dockets**”) which set out Paliare Roland’s fees and disbursements from May 6, 2024 to August 28, 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 for this type of matter charged by Paliare Roland for the listed professionals.

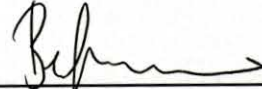
Professional	Hourly Rate	Hours Billed	Fees Billed
Jeff Larry	\$950/hr	44.60	\$42,370.00
Ryan Shah	\$500/hr	7.80	\$3,900.00
Meredith Francis	\$275/hr	4.90	\$1,347.50
Ellie McPhee-Mullins	\$275/hr	1.20	\$330.00
Subtotal			\$48,797.50

4. Inclusive of HST and disbursements, the total amount of the Dockets are **\$57,518.66**

SWORN remotely by Beatrice Loschiavo at)
the City of Toronto, in the Province of)
Ontario before me, on this 17th day of)
September, 2024 in accordance with O.)
Reg. 431/20, Administering Oath or)
Declaration Remotely)




A Commissioner for taking Affidavits



BEATRICE LOSCHIAVO

Pooja Bharat Patel, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 18, 2026.

This is **Exhibit "A"**
Referred to in the Affidavit of Beatrice Loschiavo
Affirmed remotely before me this 17th day of September 2024



A Commissioner for Taking Affidavits (or as may be)

Pooja Bharat Patel, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 18, 2026.

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
Attention: Bryan Tannenbaum

May 31, 2024
Invoice No.: 127308
Our File No.: 38743-102026

RE: CBJ Developments Inc.

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

OUR FEES	\$ 29,170.00
Non Taxable Disbursements	339.00
Total Disbursements subject to HST	8.00
Total HST	<u>3,793.14</u>
INVOICE TOTAL	<u><u>\$ 33,310.14</u></u>

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:



Jeffrey Larry

Private and Confidential
TDB Advisory
11 King St. W., Suite 700
Toronto, Ontario M5H 4C7
Attention: Bryan Tannenbaum

May 31, 2024
Invoice No.: 127308
Our File No.: 38743-102026

RE: CBJ Developments Inc.

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

DATE	LJR	DESCRIPTION	RATE	HOURS	AMOUNT
06/05/24	JL	Arrange court date; consider issues re hearing; correspondence re deposit and transaction; outline for opinion and related issues;	950.00	0.60	570.00
07/05/24	JL	Arrange court attendance; correspondence with J. Berger; review and consider issues for motion;	950.00	0.70	665.00
07/05/24	JL	Internal correspondence; arrange for court hearing date; arrange service list; correspondence with counsel;	950.00	0.80	760.00
08/05/24	JL	Correspondence with counsel re priority issues; drafting opinion; discussion with TDB; email correspondence;	950.00	2.10	1,995.00
10/05/24	JL	Issues re opinion; correspondence with broker re deposit; correspondence with TDB; internal discussions re upcoming motion;	950.00	1.10	1,045.00
13/05/24	JL	Consider issues re approval motio; call with B. Tannenbaum;	950.00	0.60	570.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
16/05/24	JL	Review materials re preliminary opinion; correspondence with counsel; correspondence with B. Tannenbaum;	950.00	0.50	475.00
16/05/24	JL	Review and consider issues re motion and security; correspondence with B. Tannenbaum;	950.00	1.40	1,330.00
17/05/24	MF	Email instructions from J. Larry and requesting numerous corporate and real estate reports; reporting email to J. Larry;	275.00	1.70	467.50
19/05/24	JL	Review searches; drafting opinion; correspondence re upcoming motion;	950.00	2.40	2,280.00
20/05/24	JL	Working on opinion; review issue re second mortgage; call with B. Tannenbaum and J. Berger; email correspondence;	950.00	0.90	855.00
21/05/24	MF	Download and review Superior Court Bankruptcy reports; reporting email to J. Larry;	275.00	0.60	165.00
21/05/24	JL	Call with M. Lean; correspondence with Receiver; prepare materials; discussion with R. Shah; revise Receiver's report;	950.00	3.50	3,325.00
21/05/24	RS	Draft notice of motion;	500.00	1.20	600.00
22/05/24	MF	Review of status of recent corporate requests;	275.00	0.10	27.50
22/05/24	JL	Revising report; preparing order; preparing motion materials; call with J. Berger; preparing Notice of Motion;	950.00	4.30	4,085.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
22/05/24	RS	Draft order; draft notice of motion;	500.00	0.70	350.00
23/05/24	JL	Call with M. Lean; call with M. Lean and J. Fried; correspondence with J. Berger re materials; finalize Order and serve materials;	950.00	2.60	2,470.00
23/05/24	RS	Prepare motion materials; correspondence with J. Larry re. same; review motion record; emails to B. Loschiavo re. same;	500.00	1.70	850.00
24/05/24	JL	Various issues;	950.00	0.30	285.00
25/05/24	RS	Draft factum for AVO motion;	500.00	1.20	600.00
26/05/24	EM	Corresponding with R. Shah re citation assignment;	275.00	0.10	27.50
26/05/24	RS	Draft factum; email E. McPhee-Mullins re. hyperlinking same;	500.00	0.90	450.00
27/05/24	JL	Call with M. Lean; correspondence with TDB; review and finalize factum;	950.00	1.10	1,045.00
27/05/24	EM	Hyperlink factum citations to caselaw and caselines in preparation for a motion; correspond with J. Larry and R. Shah re citations for draft factum;	275.00	1.10	302.50
27/05/24	RS	Review and revise factum; file confidential appendix with court; commission affidavit of service of B. Loschiavo;	500.00	0.50	250.00
28/05/24	MF	Review of bankruptcy search results received and email to J. Larry;	275.00	0.20	55.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
28/05/24	RS	Meet with J. Larry re. draft order; revise same; serve and upload same to caselines;	500.00	1.30	650.00
29/05/24	JL	Prepare for and participate on motion; call with TDB; call with counsel;	950.00	2.60	2,470.00
29/05/24	RS	Amend draft order; upload same to caselines;	500.00	0.20	100.00
31/05/24	RS	Email assistant re. filing confidential appendix;	500.00	0.10	50.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
McPhee-Mullins, Ellie (EM)	1.20	275.00	330.00
Shah, Ryan (RS)	7.80	500.00	3,900.00
Francis, Meredith (MF)	2.60	275.00	715.00
Larry, Jeffrey (JL)	25.50	950.00	24,225.00
	<u>37.10</u>		

OUR FEES \$ 29,170.00
 HST at 13% 3,792.10

Non Taxable Disbursements:

24/05/24 Filing Fee Re: Motion Record Voucher No. 35957 for Invoice No. 29375742 issued by: (130)CIBC 339.00

Taxable Disbursements:

Laser Copies 8.00
 HST at 13% 1.04

INVOICE TOTAL \$ 33,310.14

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
Attention: Bryan Tannenbaum

May 31, 2024
Invoice No.: 127308
Our File No.: 38743-102026

RE: CBJ Developments Inc.

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES	\$ 29,170.00
Non Taxable Disbursements	339.00
Total Disbursements subject to HST	8.00
Total HST	<u>3,793.14</u>
INVOICE TOTAL	<u><u>\$ 33,310.14</u></u>

Paliare Roland

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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

June 30, 2024
Invoice No.: 128151
Our File No.: 38743-102026

RE: CBJ Developments Inc.

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

OUR FEES	\$ 10,450.00
Non Taxable Disbursements	505.70
Total Disbursements subject to HST	1,348.44
Total HST	1,533.80

INVOICE TOTAL **\$ 13,837.94**

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:



Jeffrey Larry

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

June 30, 2024
Invoice No.: 128151
Our File No.: 38743-102026

RE: CBJ Developments Inc.

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

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
04/06/24	JL	Correspondence with J. Fried; correspondence with B. Tannenbaum and J. Berger; consideration of issues re closing;	950.00	0.60	570.00
05/06/24	JL	Correspondence with TDB; review and consider issues with agreement;	950.00	0.30	285.00
06/06/24	JL	Discussions and working on issues towards closing;	950.00	0.40	380.00
07/06/24	JL	Call with M. Lean; correspondence with P. Mantini;	950.00	0.40	380.00
07/06/24	JL	Issues re potential extension; calls and email correspondence with TDB and counsel;	950.00	1.40	1,330.00
08/06/24	JL	Various calls and email correspondence re extension; correspondence with J. Fried;	950.00	0.90	855.00
09/06/24	JL	Email correspondence with M. Lean and B. Tannenbaum; calls with counsel re next steps;	950.00	0.60	570.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
10/06/24	JL	Discussion with counsel re closing; correspondence; issues re mortgage and closing procedure;	950.00	0.80	760.00
13/06/24	JL	Correspondence with B. Tannenbaum;	950.00	0.20	190.00
25/06/24	JL	Issues re closing; call with counsel; call with Teplitskys;	950.00	0.50	475.00
26/06/24	JL	Calls with B. Tannenbaum; email correspondence;	950.00	1.50	1,425.00
27/06/24	JL	Calls with B. Tannenbaum; call with M. Lean; call with counsell; various calls and discussions re closing;	950.00	1.80	1,710.00
28/06/24	JL	Calls with M. Lean; calls with B. Tannenbaum; calls with Teplitskys; email correspondence; various issues re closing; email correspondence re closing;	950.00	1.60	1,520.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Larry, Jeffrey (JL)	11.00	950.00	10,450.00
	<u>11.00</u>		

OUR FEES \$ 10,450.00
 HST at 13% 1,358.50

Non Taxable Disbursements:

Search Disbursement - Non-taxable 505.70

Taxable Disbursements:

Courier Expense 5.30

13/06/24 Process Server Fees/Disbursements Re: File sealed material at Commercial List Voucher No. 36118 for Invoice No. 164199 issued by: (581)Nixon Legal Services Inc. 75.00

Search Disbursement	<u>1,268.14</u>	
Total Disbursements		1,348.44
HST at 13%		<u>175.30</u>
INVOICE TOTAL		<u><u>\$ 13,837.94</u></u>

Paliare Roland

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

T. 416.646.4300 / F. 416.646.4301

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

June 30, 2024
Invoice No.: 128151
Our File No.: 38743-102026

RE: CBJ Developments Inc.

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES	\$ 10,450.00
Non Taxable Disbursements	505.70
Total Disbursements subject to HST	1,348.44
Total HST	<u>1,533.80</u>
INVOICE TOTAL	<u><u>\$ 13,837.94</u></u>

Paliare Roland

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

T. 416.646.4300 / F. 416.646.4301

Private and Confidential
CBJ Developments Inc. et al
c/o TDB Restructuring Limited, Receiver
11 King St. W, Suite 700
Toronto, ON M5H 4C7

July 31, 2024
Invoice No.: 128769
Our File No.: 38743-102026

RE: CBJ Developments Inc.

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

OUR FEES	\$ 6,270.00
Total HST	<u>815.10</u>
INVOICE TOTAL	<u><u>\$ 7,085.10</u></u>

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:



Jeffrey Larry

Private and Confidential
CBJ Developments Inc. et al
c/o TDB Restructuring Limited, Receiver
11 King St. W, Suite 700
Toronto, ON M5H 4C7

July 31, 2024
Invoice No.: 128769
Our File No.: 38743-102026

RE: CBJ Developments Inc.

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

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
28/05/24	JL	Revise Approval and Vesting Order; calls with Foglers; calls with M. Lean; correspondence; prepare for hearing;	950.00	3.40	3,230.00
02/07/24	JL	Call with counsel; issues re transaction;	950.00	0.40	380.00
04/07/24	JL	Meeting and call re next steps; discussion with TDB; email correspondence;	950.00	0.80	760.00
08/07/24	JL	Review agreement; call with P. Mantini; correspondence with Receiver;	950.00	0.40	380.00
18/07/24	JL	Review and address security opinion; correspondence with B. Tannenbaum; consider issues re credit bid;	950.00	0.80	760.00
29/07/24	JL	Call with J. Berger; call with P. Mantini; review and consider issues re agreement;	950.00	0.80	760.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Larry, Jeffrey (JL)	<u>6.60</u>	950.00	<u>6,270.00</u>
	6.60		
OUR FEES			\$ 6,270.00
HST at 13%			<u>815.10</u>
INVOICE TOTAL			<u><u>\$ 7,085.10</u></u>

Paliare Roland

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

T. 416.646.4300 / F. 416.646.4301

Private and Confidential
CBJ Developments Inc. et al
c/o TDB Restructuring Limited, Receiver
11 King St. W, Suite 700
Toronto, ON M5H 4C7

July 31, 2024
Invoice No.: 128769
Our File No.: 38743-102026

RE: CBJ Developments Inc.

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES	\$ 6,270.00
Total HST	<u>815.10</u>
INVOICE TOTAL	<u><u>\$ 7,085.10</u></u>

Paliare Roland

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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.: 129368
Our File No.: 6595-102026

Attention: Bryan Tannenbaum

RE: CBJ Developments Inc.

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

OUR FEES	\$ 2,907.50
Total HST	<u>377.98</u>
INVOICE TOTAL	<u><u>\$ 3,285.48</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.: 129368
Our File No.: 6595-102026

Attention: Bryan Tannenbaum

RE: CBJ Developments Inc.

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

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
09/08/24	RS	Email M. Lean re. vesting orders;	500.00	0.10	50.00
12/08/24	JL	Review agreement of purchase and sale; correspondence with M. Lean; call with M. Lean;	950.00	0.70	665.00
13/08/24	JL	Correspondence with M. Lean; correspondence with P. Mantini; consider issues re closing; correspondence with R. Shah;	950.00	0.50	475.00
19/08/24	RS	Email client re. AVO motion hearing date;	500.00	0.10	50.00
20/08/24	JL	Correspondence with P. Mantini; review agreement;	950.00	0.30	285.00
21/08/24	RS	Meet with J. Larry re. planning for hearing;	500.00	0.10	50.00
26/08/24	RS	Update security opinion; email J. Larry re. same; email clerks re. searches for same;	500.00	0.30	150.00
27/08/24	MF	Emails with R. Shah; pull numerous real estate and corporate reports;	275.00	1.30	357.50

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED.
INTEREST AT THE RATE OF 0% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE.
HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
27/08/24	RS	Review searches; prepare security opinion;	500.00	0.50	250.00
28/08/24	MF	Emails with R. Shah and corporate searcher; further search results received and provide same to R. Shah;	275.00	1.00	275.00
28/08/24	RS	Prepare security opinion; draft notice of motion; email	500.00	0.60	300.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
Shah, Ryan (RS)	1.70	500.00	850.00
Francis, Meredith (MF)	2.30	275.00	632.50
Larry, Jeffrey (JL)	1.50	950.00	1,425.00
	<u>5.50</u>		

OUR FEES \$ 2,907.50
 HST at 13% 377.98

INVOICE TOTAL \$ 3,285.48

Paliare Roland

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

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

August 31, 2024
Invoice No.: 129368
Our File No.: 6595-102026

Attention: Bryan Tannenbaum

RE: CBJ Developments Inc.

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES	\$ 2,907.50
Total HST	<u>377.98</u>
INVOICE TOTAL	<u><u>\$ 3,285.48</u></u>

1180554 ONTARIO LIMITED.

-and- CBJ DEVELOPMENTS INC. et al.

Applicant

Respondents

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

FEE 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

Court File No. CV-23-000707989-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

1180554 ONTARIO LIMITED

Applicant

- and -

**CBJ DEVELOPMENTS INC., CBJ – CLEARVIEW GARDEN ESTATES INC.,
CBJ – BRIDLE PARK II INC.**

Respondent

AFFIDAVIT OF MARC A. LEAN
(Sworn September 19, 2024)

I, **MARC A. LEAN**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am counsel and Partner in the law firm of Dickinson Wright, LLP ("**Dickinson**") , retained by the TDB Restructuring Limited ("**TDB**") in the matter of the sale of property in respect of the above referenced action 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 Court dated January 26, 2024, RSM Canada Limited ("**RCL**") was appointed receiver (the "**Receiver**"), without security, of all of the assets,

undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds of. Effective February 1, 2024, the name RCL was changed to TDB Restructuring Limited (“**TDB**”). By Order of the Ontario Superior Court of Justice (Commercial List) dated March 1, 2024, TDB replaced RCL as the Receiver.

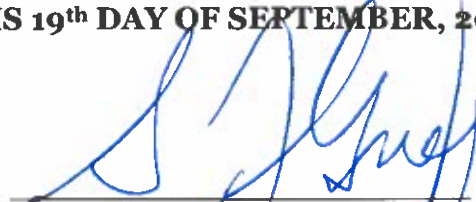
3. I was retained to complete transactions in respect to lands municipally described as 7535 Highway 26, Nottawasaga, Ontario, and 6273 27/28 Sideroad, Stayner, Ontario. The matter involves two transactions, both of which involved waivers of tender on closing and ultimately, failed closings.

4. Attached hereto and marked as **Exhibit “A”** to this my affidavit is a copy of the invoice issued by Dickinson for fees incurred by in respect of the sale proceedings for the period May 7 to July 3, 2024 (the “**Period**”). The total fees charged for the Period are \$66,786.50, the total disbursements are \$710.17 and HST of \$8,756.36 for a total of \$76,253.05. The average hourly rate charged during the Period was \$733.92. The attached invoice summarizes, the total billable hours charged, the total fees charged, disbursements, HST and the work done.

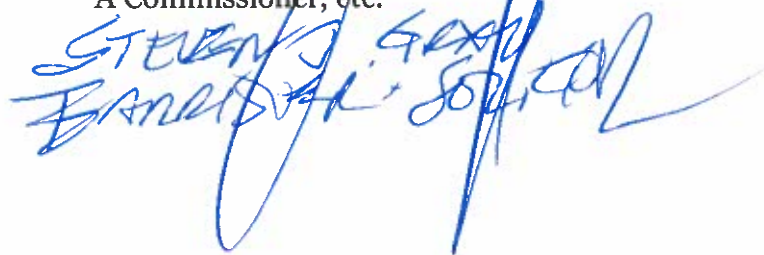
5. The invoice is a fair and accurate description of the services provided and the amounts charged by Dickinson for the Period.

6. Attached hereto and marked as **Exhibit “B”** is a schedule summarizing the invoice in Exhibit “A

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF MARC A. LEAN SWORN BEFORE ME
THIS 19th DAY OF SEPTEMBER, 2024**



A Commissioner, etc.



STEVEN J. GOSS
FRANCIS H. SOUTER



199 BAY STREET, SUITE 2200
 P.O. BOX 447, COMMERCE COURT WEST
 TORONTO, ON CANADA M5L 1G4
 TELEPHONE: (416) 777-0101
 http://www.dickinsonwright.com
 GST/HST NUMBER: 831204003 RT0001

INVOICE DATE: JULY 8, 2024
 INVOICE NO.: 1938453

TDB RESTRUCTURING LIMITED
 11 KING ST. WEST, SUITE 700
 TORONTO, ON M5H 4C7
 CANADA

ATTN: Bryan A. Tannenbaum

CLIENT/MATTER NO.: 109692-00001

RE: ASSET PURCHASE TDB RESTRUCTURING LIMITED AND TORONTO CAPITAL (STAYNER) CORP. IN TRUST

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH JULY 5, 2024

		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	66,786.50
TOTAL DISBURSEMENTS CURRENT INVOICE	\$	710.17
HST - ONTARIO	\$	<u>8,756.38</u>
TOTAL CURRENT INVOICE	\$	<u>76,253.05</u>

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code://CC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		



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GST/HST NUMBER: 831204003 RT0001

ASSET PURCHASE TDB RESTRUCTURING LIMITED AND TORONTO
CAPITAL (STAYNER) CORP. IN TRUST
CLIENT/MATTER NO.: 109692-00001

INVOICE DATE: JULY 8, 2024
INVOICE NO.: 1938453
PAGE 2

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>
05/07/24	MAL	To telephone conversation with B. Tannenbaum	0.2
05/07/24	MAL	To receipt and brief review of receivership order, listing agreement, APS, J. Penny Endorsement	1.2
05/08/24	MAL	To e-mail to B. Tannenbaum	0.1
05/08/24	MAL	To file opening	0.1
05/09/24	KK	Confirmation of BIN/corp number and status for Z.Adeel re TDB Restructuring Limited	0.2
05/19/24	MAL	To e-mail conversation with J. Larry	0.3
05/21/24	MAL	To review of title matters and to telephone meeting with J. Larry	1.2
05/22/24	MAL	To e-mail from J. Larry regarding first mortgage statement	0.2
05/27/24	MAL	To e-mail conversation and e-mail from J. Berger re substitution order, to preparation and registrations of application for order	0.8
05/27/24	MAL	To e-mail conversation with B. Tannenbaum re adjustments, to e-mail receipt of restructuring order	0.3
05/29/24	MAL	To e-mail from Joseph Fried, e-mail conversation from Jeff Larry	0.4
05/29/24	MAL	To receipt and review of draft order	0.3
05/29/24	MAL	To e-mail to Shane Xu, to edits, additions and drafting amendment, to e-mail to J Price, R. Lord	4.6
05/30/24	MAL	To e-mail from R. Shah	0.1
05/30/24	MAL	To e-mail from Beatrice Loschiavo	0.2
05/30/24	MAL	To e-mail from B. Tannenbaum	0.2
05/30/24	MAL	To review of ancillary order, to review Order, APS, to telephone call/e-mail to J. Larry, review of motion record,	1.2
05/30/24	MAL	To telephone call with Fogler Rubinoff	0.9
05/31/24	MAL	To e-mail from J. Fried	0.1
06/03/24	MAL	To e-mail from B. Loschiavo	0.2
06/03/24	MAL	To e-mails from J. Fried, N. Sandhu, B. Tannenbaum	0.5
06/04/24	MAL	To e-mail from B. Tannenbaum re tax certificate, to telephone call with B. Tannenbaum re tax certificates	0.3
06/04/24	MAL	To phone message to and from B. Tannenbaum, to telephone conversation with Jeffrey Berger re costs and reserves	0.2
06/04/24	MAL	To PIN search re tax notices and descriptions and to telephone conversation with B. Tannenbaum regarding second property and matching certificates	0.5
06/04/24	MAL	To receipt and review of leases, to attendance to statement of adjustments	0.4
06/05/24	MAL	To e-mail from Nisan Thurairatnam	0.1



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GST/HST NUMBER: 831204003 RT0001

ASSET PURCHASE TDB RESTRUCTURING LIMITED AND TORONTO
CAPITAL (STAYNER) CORP. IN TRUST
CLIENT/MATTER NO.:109692-00001

INVOICE DATE: JULY 8, 2024
INVOICE NO.: 1938453
PAGE 3

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>
06/05/24	MAL	To voice message from B. Tannenbaum, to telephone conversation with B. Tannenbaum re commission	0.2
06/05/24	MAL	To telephone conversations with Brian Tannenbaum and Jeff Berger re adjustments and calculations for statement of adjustments, to phone messages to Joe Fried, Deanne Webby, Navneet Sandhu, to telephone conversation with Jeff Larry, to e-mail exchange with Jeff Larry re VTB name, to telephone conversation with Nanveet Sandhu re VTB, to review of VTB terms, to review of APS regarding document preparation, to preparation of closing documentation, to delivery of documentation	5.6
06/05/24	ST	Prepared and registered the application to Register the Court Orders. Prepared and reviewed the documents for Purchaser, Receiver and the VTB Mortgage, Prepared the Vesting Orders, VTB Mortgage in teraview, Corresponded with the other side lawyer.	8.0
06/06/24	MAL	To e-mail from Nanveet Sandhu re adjustments, to receipt of amended closing documents, to amended documents	1.5
06/06/24	MAL	To preparation of adjustments	1.5
06/07/24	ST	Amended the Closing documents as per the Purchaser lawyer, Prepared the Statement of Adjustments, emailed the client and Opposing lawyer, message the vesting orders to the purchaser's lawyer.	5.5
06/07/24	MAL	To communoications with Jeffery Berger, to conference call, to communicaitons with D. Wehby	1.0
06/07/24	MAL	To re-adjustmejnts, to telephone conversations with Jeff Larry, to telephone conversations with B. Tannenbaum, re adjustments, to e-mail from J. Fried re extended closing, e-mail conversation with Jonathan Kulthungam, to e-mail from Jonathan Kulthungam re extension to discussions re re extension and draft proposal, conference call re extension,	4.2
06/08/24	MAL	To e-mails from J. Larry and Bryan Tannenbaum	0.2
06/08/24	MAL	To conference call, to review of terms, to e-mail conversations and approval	0.8
06/09/24	MAL	To e-mail conversations re Jeff Larry, Bryan Tannenbum, David Badgam,	0.2
06/10/24	MAL	To e-mail from J. Kulathungam, to receipt of terms from J. Kulanthugam	0.3
06/10/24	MAL	To preparation of Direction re charge and instructions to S. Tyagi	0.3
06/10/24	MAL	To e-mail from J. Larry	0.1
06/10/24	MAL	To e-mail extension proposal from J. Fried	0.2
06/10/24	MAL	To e-mail discussions regarding tender and terms of an extension	0.3
06/10/24	MAL	To e-mail conversation regarding terms of the extension with B. Tannenbaum, J. Larry, B. Tannenbaum, to prepartion of terms, to telephone conversation with J. Fried with respect to terms.	1.6
06/11/24	MAL	To receipt of Receiver's Statement, review of same and to discussions with B. Tannenbaum	0.9
06/14/24	MAL	To e-mail conversation re further deposit from B. Tannebaum and Joe fried	0.3
06/17/24	MAL	To e-mail wire confirmation from Deanna Wehby	0.1



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ASSET PURCHASE TDB RESTRUCTURING LIMITED AND TORONTO
CAPITAL (STAYNER) CORP. IN TRUST
CLIENT/MATTER NO.: 109692-00001

INVOICE DATE: JULY 8, 2024
INVOICE NO.: 1938453
PAGE 4

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>
06/18/24	MAL	Confirmation of receipt of deposit	0.1
06/24/24	MAL	To request for amended adjustments from Nanveet, to review and response, and to discussions with J. Larry and B. Tannenbaum re amended adjustments	0.7
06/25/24	MAL	To e-mail conversation regarding updated statement and receipt of Commissio Statement	0.3
06/26/24	MAL	To e-mail from Kaily McLeod	0.1
06/26/24	MAL	To e-mail conversations and preparation to new statement of adjustments	1.0
06/27/24	MAL	To e-mail communications and telephone conversations re extension	0.8
06/27/24	MAL	To e-mail to all parties, to e-mail from N. Sandhu, to e-mail and telephone conversation with Jeff larry re extension, to e-mail from J. Fried, to e-mail to B. Tannenbaum, to revisions to adjustments, to amendments to documents and mortgage schedules	3.2
06/28/24	MAL	To preparation for closing and tender, to telephone conversations with Bryan Tannenbaum, to telephone conversations with Jeff Larry, to conference calls with B. Tannenbaum and Jeff Larry, to e-mail conversations and telephone conversation regarding priority of mortgages and mortgage in lieu of cash. to telephone conversation with J. Fried. to telephone conversaiton with N. Sidhu, to to telephone conversation with David Badham, to drafting extension, to delivery of extension, to e-mail conversations with Jonathan Kulathungam regarding terms of the APS and extension terms	4.2
07/02/24	MAL	To telephone conversations with B. Tannenbaum, to e-mail from and to Jonathan Kulathugam, to voice messages to Jeffy Larry, to amendments to VTB, to e-from M Bonifaz of Bennet Jones re insructions, to e-mail conversations with Jonathan Kulathugam re VTB, to e-mail to Joe Fried, to e-mails to J. Larry and B. Tannenbaum re draft mortgage, to amendments to charges re tow purchasers, to drafting and editing cross default cross collateral mortgages, to e-mails and telephone calls with N. Sandhu re status of documenation and amendments to documents for closing, to revised statement of adjustments, to instructions to Sandeem Tyagi re amended mortgages, statements of adjustmens and revised documentation for execution, review re APS for closing, closing agenda and registrations review	7.4



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INVOICE DATE: JULY 8, 2024
 INVOICE NO.: 1938453
 PAGE 5

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>
07/03/24	MAL	To e-mail from and e-mail conversation with Jonathan Klathungam regarding ability to close, to e-mail from Jonathan re contacts, to receipt and review of current statement, to instructions to Sandeep Tyragi re adjustments, to voice message and exchange of voice messages with Jonathan Klathungam. to e-mails from Paul Mantini, to e-mail to Paul Mantini, to telephone call to Paul Mantini, to exchanges of correspondence with Jonathan Klathungam re termination letter and drafting termination letter, to e-mail to Jeff Larry and exchanges re termination letter, to e-mail conversation with Bryan Tannenbaum re termination letter, to correspondence to J. Fried, to telephone conversations with Joe Fried, to telephone conversations with Bryan Tannenbaum re status of purchaser, to conference call with B. Tannenbaum and Jonathan Klathungam, to all deliveries	4.2
07/03/24	ST	Began preparation of the Purchaser documents, Receiver documents and the 2 VTB Mortgage documents, Correspondence with the other side lawyer and clients. Prepared and amended the Teraview documents, prepared the package for signing through docu-sign, Prepared and amended Statement of Adjustments.	11.5
07/05/24	ST	Continued preparation of the Purchaser documents, Receiver documents and the 2 VTB Mortgage documents, Correspondence with the other side lawyer and clients. Prepared and amended the Teraview documents, prepared the package for signing through docu-sign, Prepared and amended Statement of Adjustments.	10.0
TOTAL FEES			91.1 \$ 66,786.50

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>VALUE</u>
05/13/24	Dickinson Wright LLP - BILLABLE COURT AND RELATED - VENDOR: DICKINSON WRIGHT LLP - TERAVIEW DAPP ACTIVITY INV# 51324TERAVIEW DATE: 05/13/2024	167.85
05/27/24	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	18.00
05/28/24	Dickinson Wright LLP - Recording/Search/Filing fee	23.30
05/28/24	Dickinson Wright LLP - Tax Exempt Filing/Registration Fees	139.90
06/03/24	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	6.00
06/03/24	Royal Bank Of Canada- Hugo He - TAX CERTIFICATE	103.39
06/03/24	Royal Bank Of Canada- Hugo He - TAX CERTIFICATE	103.39
06/03/24	Royal Bank Of Canada- Hugo He - TAX CERTIFICATE - CLEARVIEW	103.39
06/12/24	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	44.95
TOTAL DISBURSEMENTS		\$ 710.17
HST - ONTARIO		\$ 8,756.38
TOTAL CURRENT INVOICE		\$ <u>76,253.05</u>



199 BAY STREET, SUITE 2200
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GST/HST NUMBER: 831204003 RT0001

ASSET PURCHASE TDB RESTRUCTURING LIMITED AND TORONTO
CAPITAL (STAYNER) CORP. IN TRUST
CLIENT/MATTER NO.: 109692-00001

INVOICE DATE: JULY 8, 2024
INVOICE NO.: 1938453
PAGE 6

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
MARC A. LEAN	PARTNER	1,025.00	55.90	52,266.50
KATYA KARPACHEVA	LAW CLERK	195.00	0.20	39.00
SANDEEP TYAGI	LEGAL CLERK	270.00	35.00	9,450.00
TOTAL FEES CURRENT INVOICE			<u>91.10</u>	<u>\$ 66,786.50</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

MARC A. LEAN

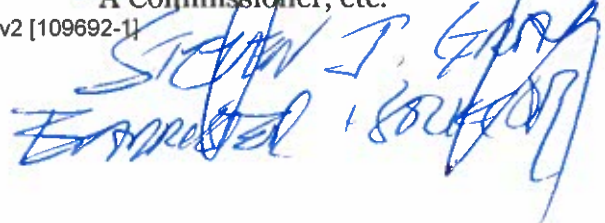
In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E. & O. E.

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF MARC A. LEAN SWORN BEFORE ME
THIS 19th DAY OF SEPTEMBER, 2024**



A Commissioner, etc.

4880-7006-2311 v2 [109692-1]



ACCOUNT SUMMARY

Date	No.	Fee	Hours	Costs	HST	Total
July 8, 2024	1938453	\$66,786.50	91.10	\$710.17	\$8756.38	\$76,253.05

4886-0326-6279 v1 [109692-1]

Certificate Of Completion

Envelope Id: 38B24B2EEFDE43D49EE89EDE071C2387	Status: Completed
Subject: Complete with DocuSign: Amended-Sep 19- Fee affidavit of Marc Lean September 19 2024(194610.2) ...	
Source Envelope:	
Document Pages: 12	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Sandeep Tyagi
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2600 W Big Beaver Rd
	#300
	Troy, MI 48084
	STyagi@dickinson-wright.com
	IP Address: 99.246.132.13

Record Tracking

Status: Original	Holder: Sandeep Tyagi	Location: DocuSign
9/20/2024 4:29 55 PM	STyagi@dickinson-wright.com	

Signer Events

Marc A. Lean
 mlean@dickinsonwright.com
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 ABC123A7781A985

Timestamp

Sent: 9/20/2024 4:31:23 PM
 Viewed: 9/20/2024 4:32:12 PM
 Signed: 9/20/2024 4:32:33 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 142.198.65.72

Electronic Record and Signature Disclosure:
 Accepted: 9/20/2024 4:32:12 PM
 ID: de5e6315-d5eb-4731-86b7-db6023a426b7

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

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Status

Timestamp

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Status

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 styagi@dickinson-wright.com
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Sent: 9/20/2024 4:31:23 PM
 Resent: 9/20/2024 4:32:36 PM
 Viewed: 9/20/2024 4:33:09 PM

Electronic Record and Signature Disclosure:
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Steven J. Gray
 SGray@dickinson-wright.com
 Security Level: Email, Account Authentication (None)

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Sent: 9/20/2024 4:31:24 PM
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Electronic Record and Signature Disclosure:
 Accepted: 8/23/2024 8:48:44 AM
 ID: df410839-7dff-4a17-bab6-09cafe86dc5e

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2024 4:31:24 PM
Certified Delivered	Security Checked	9/20/2024 4:32:12 PM
Signing Complete	Security Checked	9/20/2024 4:32:33 PM
Completed	Security Checked	9/20/2024 4:32:33 PM

Payment Events	Status	Timestamps
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