

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

-and-

2507448 ONTARIO INC.

Respondent

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, and section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43

**FOURTH REPORT OF THE RECEIVER**  
(Motion Returnable December 5, 2019)

December 4, 2019

**TORKIN MANES LLP**  
Barristers & Solicitors  
151 Yonge Street, Suite 1500  
Toronto ON M5C 2W7

Stewart Thom (55695C)  
sthom@torkinmanes.com  
Tel: 416-777-5197  
Fax: 1-877-689-3872

Lawyers for the Receiver,  
RSM Canada Limited

TO: **PALIARE ROLAND ROSENBERG ROTHSTEIN LLP**  
Barristers and Solicitors  
155 Wellington Street West  
35th Floor  
Toronto ON M5V 3H1

Jeffrey Larry  
Tel: 416-646-4330  
jeff.larry@paliareroland.com

Daniel Rosenbluth  
Tel: 416-646-6307  
daniel.rosenbluth@paliareroland.com

Tel: 416-646-4300  
Fax: 416-646-4301

Lawyers for the Applicant,  
First Source Financial Management Inc.

AND TO: **CORESTONE LAW**  
Barristers & Solicitors  
330 Bay Street, Suite 1400  
Toronto ON M5H 2S8

Maja Milosevic  
maja@corestone.ca

Tel: 416-645-9075  
Fax: 416-647-9075

Lawyers for the Respondent,  
2507448 Ontario Inc. and  
1586091 Ontario Limited o/a RHED

AND TO: **ED GILMORE**  
E.G. Gilmore & Associates Inc.  
201-200 Bond Street West  
Oshawa ON L1J 2L7

edgilmore@rogers.com  
Tel: 905-995-0416

AND TO: **OLYMPIA TRUST COMPANY**  
2200, 125-9th Avenue SE  
Calgary AB T2G 0P6

Samantha Johnson  
**Team Lead, Mortgage Documentation**  
Registered Plans & TFSA Division  
JohnsonS@olympiatruster.com  
Tel: 403-770-4098

AND TO: **COMPUTERSHARE TRUST COMPANY**  
100 University Avenue, 11th Floor  
Toronto ON M5J 2Y1

AND TO: **ZAHERALI VISRAM**  
7 Laredo Court  
North York ON M2M 4H7

AND TO: **DEPARTMENT OF JUSTICE**  
Ontario Regional Office  
120 Adelaide Street West, Suite 400  
Toronto ON M5H 1T1

Diane Winters  
Tel: 416-973-3172  
diane.winters@justice.gc.ca

Tel: 647-256-7459  
Fax: 416-973-0810

Lawyers for the Canada Revenue Agency

AND TO: **DALTON G. JOHNSON**  
902-100 Lotherton Pathway  
North York ON M6B 2G8

miggs15@hotmail.com

AND TO: **CUMMINGS COOPER SCHUSHEIM BERLINER LLP**

Barristers and Solicitors  
4100 Yonge Street, Suite 408  
Toronto ON M2P 2B5

Stanley J. Wax  
Tel.: 416-733-5271  
Fax: 416-512-9501  
E-mail: [swax@ccsb-law.com](mailto:swax@ccsb-law.com)

Lawyers for the Purchaser

AND TO: **JOSEPH ROGER RICHARD FORGET**

40 Gerrard St. East, Suite 1010  
Toronto ON M5B 2E8

Tel.: 416-669-5699  
E-mail: [jrforget@live.ca](mailto:jrforget@live.ca)

Lawyer for Hasson Pereira

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

**BETWEEN:**

**FIRST SOURCE FINANCIAL MANAGEMENT INC.**

Applicant

- and -

**2507448 ONTARIO INC.**

Respondent

**FOURTH REPORT OF THE RECEIVER OF  
581 WELLINGTON STREET WEST, TORONTO, ONTARIO**

**December 4, 2019**

---

# Table of Contents

I. INTRODUCTION ..... 1  
II. PURPOSE OF REPORT ..... 3  
III. STATUS OF THE SALE OF THE REAL PROPERTY ..... 4  
IV. REMOVAL OF PERSONAL PROPERTY ..... 4  
V. SECURED CREDITORS ..... 5  
VI. INTERIM DISTRIBUTION ..... 6  
VII. THE PERIERA MOTION ..... 7  
VIII. THE PERIERA MOTION RECORD ..... 9  
IX. CONCLUSION ..... 12

## Appendices

Amended Appointment Order ..... A  
September 25 Order ..... B  
Second Report (without appendices) ..... C  
Approval and Vesting Order and Endorsement of Justice Pattillo ..... D  
November 1 Order ..... E  
PPSA Search ..... F  
PIN Search ..... G  
Corporation Profile Report re Sans Souci ..... H  
Email of J. Richard Forget dated November 18, 2019 ..... I  
Email of J. Richard Forget dated November 19, 2019 ..... J  
Email correspondence sent by counsel to the Receiver on November 20, 2019 ..... K  
Email from J. Richard Forget dated November 21, 2019 ..... L  
Affidavit of Service ..... M

---

## I. INTRODUCTION

### *Background and Appointment of Receiver*

1. Pursuant to an application made by First Source Financial Management Inc. ("**First Source**"), and by Order of the Ontario Superior Court of Justice ("the **Court**") dated April 8, 2019, issued and entered on April 26, 2019 (the "**Amended Appointment Order**") and effective on May 3, 2019, RSM Canada Limited ("**RSM**" or the "**Receiver**") was appointed as receiver over the lands and premises municipally known 581 Wellington Street West, Toronto, Ontario (the "**Real Property**") and for all of the assets, undertakings and properties of 2507448 Ontario Inc. ("**250**" or the "**Debtor**") acquired for, or used in relation to the Real Property, including all proceeds thereof (together with the Real Property, the "**Property**"). A copy of the Amended Appointment Order is attached hereto as **Appendix "A"**. Torkin Manes LLP ("**Torkin Manes**") is the Receiver's independent legal counsel.
2. The Real Property is a two-storey mixed use commercial building situated in downtown Toronto. 250 is an Ontario corporation and is the owner of the Real Property. According to the Corporation Profile Report for 250 dated November 21, 2018, Del Terrelonge is the president, secretary and sole director of 250.
3. First Source Financial Management Inc. ("**First Source**") is an Ontario corporation in the business of providing mortgage financing. First Source holds a first mortgage in the principal amount of \$3,500,000 against the Real Property (the

---

**"Mortgage"**). As set out later herein, there are two mortgages registered against the Real Property that are subordinate to the First Source mortgage.

***Previous Court Appearances***

4. On September 25, 2019, the Receiver brought a motion seeking various relief in anticipation of the imminent conclusion of the sale process for the Real Property and in order to address certain issues that required resolution prior to the completion of any sale. Among the relief sought was the Court's approval of the Receiver's proposed Sales Process respecting the Real Property. The September 25 Order and Endorsement of Justice Pattillo is attached as **Appendix "B"** (the **"September 25 Order"**).
5. Following completion of the approved Sales Process, on October 17, 2019, the Receiver brought a motion (the **"Sale Approval Motion"**) for, *inter alia*:
  - a) approval of an agreement of purchase and sale between the Receiver and 2562051 Ontario Inc. (the **"Purchaser"**) dated October 2, 2019 (the **"APS"**) and an order authorizing and directing the Receiver to enter into and carry out the terms of the transaction contemplated therein (the **"Transaction"**); and
  - b) addressing the treatment of, and establishing a protocol for the removal from the premises of, certain property (the **"Personal Property"**) identified as being owned by either Mr. Terrelonge or by companies under Mr. Terrelonge's control.

A copy of the Receiver's second report to the Court dated October 10, 2019 (the **"Second Report"**) is attached hereto without appendices, as **Appendix "C"**.



- 
6. On October 17, 2019, the Sale Approval Motion was adjourned by the Honourable Justice Hainey to November 1, 2019, for the reason that counsel for 250 was not able to attend on the October 17, 2019 hearing date.
  7. On November 1, 2019, the Sale Approval Motion was heard by the Honourable Justice Pattillo. 250 opposed approval of the sale of the Real Property, but did not oppose any of the other relief sought by the Receiver. After hearing the arguments of counsel and considering the evidence filed, Justice Pattillo granted:
    - a) an Approval and Vesting Order approving the APS, authorizing the Receiver to complete the Transaction and, upon the completion of the Transaction and the issuance of a Receiver's Certificate, vesting title in and to the Purchased Assets in the Purchaser (the "**Approval and Vesting Order**"); and
    - b) an Order (the "**November 1 Order**"), *inter alia*, approving the proposed treatment of the Personal Property remaining at the premises and establishing a protocol and deadline of November 15, 2019 (the "**Removal Deadline**") for the removal of same.

Copies of the Approval and Vesting Order and Endorsement of Justice Pattillo are attached hereto as **Appendix "D"**. A copy of the November 1 Order is attached hereto as Appendix "E".

## II. PURPOSE OF THIS REPORT

8. This Report is filed in response to the motion record of Hasson Pereira (the "**Pereira Motion**");

- 
- a) in order to provide the Court with what the Receiver believes to be the relevant procedural background and facts relating to the relief sought on the Pereira Motion; and
  - b) in support of the Receiver's request that the Pereira Motion be dismissed with costs.

### **III. TERMS OF REFERENCE**

9. In preparing this report and making the comments herein, the Receiver has relied upon certain information from third-party sources (collectively, the "**Information**"). The Receiver has, 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 Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

### **IV. STATUS OF THE SALE OF THE REAL PROPERTY**

10. It is presently anticipated that the Transaction will close on December 9, 2019.

### **V. REMOVAL OF PERSONAL PROPERTY**

11. The November 1 Order directed that the Personal Property was to be removed from the Real Property by Mr. Terrelonge prior to 5:00 PM on November 15, 2019 (the "**Removal Deadline**").

---

12. At the request of Mr. Terrelonge/250, the Removal Deadline was extended from 5:00 PM on November 15, 2019 to 5:00 PM on November 22, 2019, and then further extended to 5:00 PM on November 26, 2019.

13. As of the expiry of the extended Removal Deadline, nearly all Personal Property had been removed from the premises by Mr. Terrelonge's agents. Counsel for Mr. Terrelonge/250 has, however, identified three additional fixtures which Mr. Terrelonge wishes to recover, but which were not removed from the premises prior to the expiry of the extended Removal Deadline. These consist of:

a) a floating kitchen island which is bolted to the concrete foundation of the building; and

b) two installed bathtubs.

14. Should a request be made by 250 to attend at the Real Property for the purpose of removing these items, the Receiver has indicated to counsel for 250/Mr. Terrelonge that the Receiver will consider such request if and when made. To date, no such request has been made.

## **VI. SECURED CREDITORS**

15. The following is a list of the secured creditors having registrations against 250 in either the Personal Property Security Registration System ("PPSA") or against title to the Property as shown on the parcel register for the Real Property ("PIN") as of November 29, 2019:

<b>Name of Registrant</b>	<b>Registered Charge</b>	<b>PPSA</b>	<b>PIN</b>
First Source Financial Management Inc.	\$3,500,000	√	√
Zaherali Visram (" <b>Mr. Visram</b> ")	\$1,375,750		√
Olympia Trust Company, Computershare Trust Company and Ed Gilmore (" <b>Third Mortgage</b> ")	\$3,583,500	√	√
1586091 Ontario Limited o/a rhed (" <b>RHED</b> ")		√	

Copies of the PPSA search and the PIN search are attached hereto as **Appendices "F" and "G"**, respectively.

16. The Receiver has received from First Source an Account Closing Statement current to December 12, 2019 (the "**First Source Statement**"). According to the First Source Statement, the amount owing by the Debtor to First Source and required to discharge the first mortgage will be, as of December 12, 2019, \$4,609,990.68, including the \$50,000 advance, plus interest and fees on the advance for which Receiver Certificate No. 1 was issued.

## **VII. INTERIM DISTRIBUTION**

17. The Receiver has scheduled and served a motion returnable on December 13, 2019 seeking authorization to make an interim distribution to First Source from the net proceeds of sale realized following the sale of the Real Property. It is understood by the Receiver that certain interested parties intend to dispute amounts claimed as owing by First Source, which matter is intended to be addressed at first instance on the December 13, 2019 motion date.

---

## VIII. THE PEREIRA MOTION

18. Hasson Pereira ("**Pereira**") is the sole officer and director of Sans Souci Mortgage Corporation ("**Sans Souci**"), a Canada Corporation incorporated in 2013 with a registered office located at 7941 Jane Street, Vaughan, Ontario. Attached as **Appendix "H"** is a copy of the Corporate Profile Report for Sans Souci.
19. Based upon the materials filed by Mr. Pereira, Sans Souci appears to have raised funds from numerous individuals who invested in the Third Mortgage registered on title to the Real Property. Mr. Pereira's Affidavit suggests that the typical investment made by an individual investor was under \$40,000, drawn from a registered retirement savings plan.
20. On October 19, 2019, the initial return date of the Sale Approval Motion, Mr. Pereira was present in Court. Mr. Pereira, at that time, identified himself to the Receiver and the Receiver's counsel as being "with the mortgage broker" who had raised funds in connection with the Third Mortgage. Prior to October 19, 2019, Mr. Pereira and Sans Souci's relationship to these proceedings, or to any of the interested parties, was unknown to the Receiver.
21. As referenced above, on October 19, 2019, the Sale Approval Motion was adjourned to November 1, 2019 for reasons unrelated to Mr. Pereira. Mr. Pereira was advised in Court by counsel for the Receiver of the rescheduled date for the Sale Approval Motion.
22. On November 1, 2019, the relief sought by the Receiver, including the approval of the proposed sale and approval of the protocol and timelines within which the

---

Personal Property was to be removed from the premises, was granted by the Honourable Justice Pattillo. Approval of the sale of the Real Property was opposed by the Debtor on the basis that the Debtor claimed to have obtained financing in an amount sufficient to both repay First Source and complete the development of the Real Property, which the Debtor submitted was in the best interests of all stakeholders. Counsel for the Debtor advised the Court that the subsequent mortgagees supported the Debtor's proposed manner of proceeding. No materials were filed by the Debtor in support of its position.

23. Mr. Pereira was present in Court at the Sale Approval Motion and did not file any materials or take any position on the motion.

24. As indicated, the relief sought by the Receiver was granted and the sale of the Real Property was approved. Neither the Approval and Vesting Order nor the November 1 Order respecting the Removal Deadline for the Personal Property was appealed.

25. On November 18, 2019, J. Richard Forget, counsel for Mr. Pereira, delivered to counsel for First Source and to counsel for the Receiver a "Request Form - New Matter" which disclosed an apparent intention on the part of Mr. Pereira to bring a proceeding seeking "relief from forfeiture of Nov 1 2019 Order". Attached as **Appendix "I"** is a copy of the email of J. Richard Forget dated November 18, 2019.

26. The following day, counsel for Mr. Pereira submitted a 9:30 AM Hearing Request form seeking to set a chambers appointment for December 5, 2019 for the purpose of scheduling the Pereira Motion in the within proceeding, seeking the same relief.

---

Attached as **Appendix "J"** is a copy of the email of J. Richard Forget dated November 19, 2019.

27. On November 20, 2019, counsel for Mr. Pereira served counsel for First Source and counsel for the Receiver with the Motion Record of Mr. Pereira in relation to the Pereira Motion. On the basis of the service list specified in the Motion Record, it does not appear that any other parties were served.

28. The Motion Record served appears to suggest that the intention of Mr. Pereira is to seek to address the substantive relief sought in, as opposed to the scheduling of, the Pereira Motion on December 5, 2019 in chambers.

#### **IX. RELIEF SOUGHT ON THE PEREIRA MOTION**

29. The Pereira Motion requests that the following relief be granted:

- a) "an Order to stay the vesting order dated November 1, 2019";
- b) "Relief from forfeiture and penalties"; and
- c) "an order not to remove chattels until the motion is heard".

30. Counsel for the Receiver contacted counsel for Mr. Pereira on November 20, 2019 to address some of the Receiver's concerns with respect to the relief sought on the Pereira Motion. Not least among these concerns was the fact that Mr. Pereira appeared to be a person with no actual interest in the proceedings, or in any property subject to the receivership order. Attached as **Appendix "K"** is a copy of email correspondence sent by counsel to the Receiver on November 20, 2019.

31. Counsel for Mr. Pereira responded by delivering a series of freshly-executed documents to support Mr. Pereira's authorization to represent the interests of

---

certain of the investors under the Third Mortgage. Attached to the documents provided is an email from Mr. Terrelonge to Mr. Pereira and others directing Mr. Gilmore and Mr. Pereira to circulate to Third Mortgage investors a template authorization for investors to return signed. Attached as **Appendix "L"** is a copy of the email dated November **21**, 2019 from J. Richard Forget.

32. Mr. Pereira has filed an Affidavit In support of the relief sought on the Pereira Motion. Mr. Pereira's Affidavit states, in summary:

- a) that Mr. Pereira, "the investors" and the Sans Souci Mortgage Corporation were not notified of "the proceedings";
- b) "The Sans Souci Mortgage Corporation is able to raise the funds to pay First Source within fourteen days"; and
- c) that Mr. Pereira is of the opinion that the payout statement issued by First Source in connection with its mortgage requires adjudication by the Court.

33. In response to the relief sought on the Pereira Motion and those assertions made in Mr. Pereira's Affidavit filed in support thereof, the Receiver notes the following:

- a) all parties with a registered security interest in the assets of 250 or an interest registered on title to the Real Property were served. Attached as **Appendix "M"** is a copy of the Affidavit of Service in respect of the Sale Approval Motion;
- b) Mr. Pereira was physically present for the both the original October 19, 2019 return date for the Sale Approval Motion and the rescheduled return date of November 1, 2019, notwithstanding his suggestion that he did not receive any notification of same;



- 
- c) although present, Mr. Pereira took no position on the Sale Approval Motion;
- d) in his Honour's Endorsement of November 1, 2019, Justice Pattillo specifically stated, in response to 250's claims to have funding available in an amount sufficient to fully repay the indebtedness secured by the First Source mortgage:

Even if evidence supporting the respondent's submissions was before me, I would not interfere with the sale. Given the receivership order together with the approval of the Sales Process which has been followed, a mortgagor has no right to redeem: See: *B+M Handelman Investments Ltd. v. Moss Properties Inc.* [2009] O.J. No. 3044 (S.C.J.) at paras 21-22; *Business Development Bank of Canada v. Marlwood Golf and Country Club Inc.* [2015] O.J. No. 3283 (S.C.J.) at para 25;

- e) neither the Approval and Vesting Order nor November 1 Order were appealed;
- f) the issue of the amounts claimed by First Source in connection with its mortgage will be before the Court on December 13, 2019. No order for an adjudication of the issue is necessary;
- g) with respect Mr. Pereira's request for an Order "not to remove chattels":
- i) the protocol for the treatment of any Personal Property remaining at the premises was previously addressed and determined on the Sale Approval Motion;
  - ii) Mr. Terrelonge and Mr. Pereira were both present at the return of the Sale Approval Motion and did not oppose the relief sought in

---

connection with the Personal Property protocol as set out in the November 1 Order;

iii) pursuant to the terms of the November 1 Order, any property remaining at the premises after the expiry of the Removal Deadline is deemed to be an "Abandoned Item" which the Receiver has been authorized to dispose of; and

iv) the chattels have already been removed from the premises by Mr. Terrelonge.

#### **X. CONCLUSION**

34. The Receiver is of the view that the Pereira Motion should be dismissed with costs.

All of which is respectfully submitted to this Court as of this 4<sup>th</sup> day of December, 2019.

#### **RSM CANADA LIMITED**

In its capacity as Court-appointed Receiver of  
581 Wellington Street West, Toronto, Ontario  
and not in its personal capacity



Per: Daniel Weisz, CPA, CA, CFF, CIRP, LIT  
Senior Vice President

TAB A

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE )  
JUSTICE *HAINY* )  
MONDAY, THE  
8<sup>TH</sup> DAY OF APRIL, 2019



**FIRST SOURCE FINANCIAL MANAGEMENT INC.**

Applicant

- and -

**2507448 ONTARIO INC.**

Respondent

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

**AMENDED ORDER**  
**(appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing RSM Canada Limited as receiver (in such capacities, the "Receiver") without security, over the lands and premises municipally known as 581 Wellington Street West, Toronto, Ontario, having the legal description of PT LT 23 SEC L PL Military Reserve Toronto Parts 1, 14 & 15, 63R2301;

S/T & T/W CA540861 (the "Real Property"), owned by 2507448 Ontario Inc. (the "Debtor"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of David Mandel sworn January 22, 2019 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, and on reading the consent of the Debtor to the relief sought in this application, and on reading the consent of RSM Canada Limited to act as the Receiver,

### **SERVICE**

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

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, RSM Canada Limited is hereby appointed Receiver, without security, of the Real Property and for all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to the Real Property, including all proceeds thereof (together with the Real Property, the "Property").

3. The appointment of RSM Canada Limited as Receiver pursuant to paragraph 2 of this Order shall be effective on the date that the Applicant in this matter, First Source Financial Management Inc., gives written notice to the Respondent, 2507448 Ontario Inc., that all or part of the Mortgage<sup>1</sup> remains outstanding as of that date, provided that such notice may not be delivered later than 5:00pm EST on May 3, 2019. Such written notice may be given by the Applicant or its counsel to Del Terrelonge, authorized representative of the Respondent, by email to d@rhed-22.com.

---

<sup>1</sup> Being the mortgage loan from the Applicant in favour of the Respondent, secured by the Real Property, as more particularly described in the affidavit of David Mandel sworn January 22, 2019 in this proceeding.

## RECEIVER'S POWERS

4. 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 and operate the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, or cease to perform any contracts of the Debtor in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets in respect of the Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in respect of the Property and to exercise all remedies of the Debtor in respect of the Property in collecting such monies,

including, without limitation, to enforce any security held by the Debtor in respect of the Property;

- (g) to settle, extend or compromise any indebtedness owing to the Debtor in respect of the Property;
- (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 Debtor, 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 Debtor in respect of 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, provided that the aggregate consideration for all such transactions does not exceed \$250,000; 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 Debtor in respect of the Property;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have in respect of the Property; 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 Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

5. THIS COURT ORDERS that (i) the Debtor, (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.

6. 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 Debtor relating to the Property, 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.

7. 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.

8. 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**

9. 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 DEBTOR IN RESPECT OF THE PROPERTY**

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

11. THIS COURT ORDERS that all rights and remedies against the Debtor, 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 Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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**

12. 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 Debtor in respect of the Property, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor in respect of the Property 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 Debtor in respect of the Property 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 Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names in respect of the Property, 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 Debtor 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**

14. 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"). For greater certainty, all receipts in respect of the Real Property shall be deposited into the Post Receivership Accounts and all Permitted Disbursements (defined below) shall be drawn from the Post Receivership Accounts. "Permitted Disbursements" shall include, but shall not be limited to, realty taxes, utilities, payroll, insurance, maintenance expenses, other reasonable property-specific expenses, and business expenses associated with the Property. 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**

15. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's 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**

16. 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 Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

17. 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**

18. 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**

19. 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.

20. 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.

21. 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**

22. 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 \$200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the 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.

23. 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.

24. 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.

25. 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**

26. 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.

27. 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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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**

28. 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.

29. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. 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.

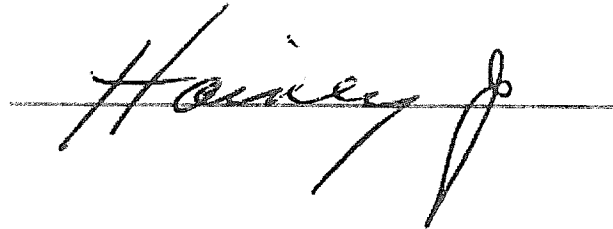
31. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized 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.

32. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid



by the Receiver from the realizations from the Property with such priority and at such time as this Court may determine.

33. 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.



ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

APR 26 2019

PER / PAR: *RW*

**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that RSM Canada Limited, the receiver (the "Receiver") of the Property, as such terms are defined in the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_ day of \_\_\_\_\_, 2019 appointing the Receiver (the "Order") made in an application having Court file number CV-19-00613044-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the 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 \_\_\_\_\_, 20\_\_.

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

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

Name:

Title:

FIRST SOURCE FINANCIAL MANAGEMENT INC.  
Applicant

-and- 2507448 ONTARIO INC.  
Respondent

Court File No. CV-19-00613044-00CL

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

**PROCEEDING COMMENCED AT**  
**TORONTO**

**AMENDED ORDER**  
**(appointing Receiver)**

**Paliare Roland Rosenberg Rothstein LLP**  
155 Wellington Street West  
35<sup>th</sup> Floor  
Toronto, ON M5V 3H1

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

**Daniel Rosenbluth (LSUC# 71044U)**  
Tel.: 416.646.6307  
email: daniel.rosenbluth@paliareroland.com

Fax: 416.646.4301

**Lawyers for the Applicant**

TAB B

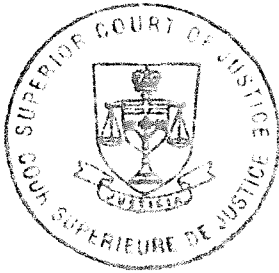
**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE )  
JUSTICE *Battillo* )

WEDNESDAY, THE 25TH  
DAY OF SEPTEMBER, 2019

BETWEEN:

*(Court Seal)*



FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

-and-

2507448 ONTARIO INC.

Respondent

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, and section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43

**ORDER**

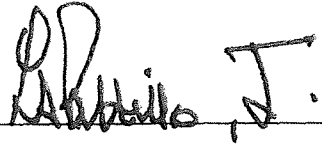
THIS MOTION, made by RSM Canada Limited, in its capacity as Receiver (in such capacity, the “Receiver”) of the real property located at 581 Wellington Street West, Toronto, Ontario (the “Property”), owned by 2507448 Ontario Inc. (“250”) for, *inter alia*, approval of the sales process implemented by the Receiver in respect of the Property, was heard this day at the court house, 330 University Avenue, 9th Floor, Toronto, ON, M5G 1R7.

ON READING the First Report of the Receiver dated September 17, 2019 (the "**First Report**") and on hearing the submissions of the lawyer for the Receiver, the lawyer for the Applicant and the lawyer for 250, no one else appearing,

1. THIS COURT ORDERS that the time for service of the Notice of Motion and Motion Record filed on this Motion is hereby abridged, service is validated and that further service thereof is hereby dispensed with such that this Motion is properly returnable today.
2. THIS COURT ORDERS that the Sales Process, as defined in the First Report, is hereby approved.
3. THIS COURT ORDERS that the Lease, as defined in the First Report, is hereby terminated.
4. THIS COURT ORDERS that within two days of the date of this Order Mr. Terrelonge is to provide to the Receiver a list of any items located at the Property which are the property of any person other than 1586091 Ontario Limited o/a rhed, 250 or Mr. Terrelonge and shall include together with such list:
  - (a) a description of the item sufficient for it to be identified; and
  - (b) the name and contact information for the owner of the item.
5. THIS COURT ORDERS AND DECLARES that the First Report is approved and the conduct and activities of the Receiver as set out therein are approved.
6. THIS COURT ORDERS that the fees and disbursements of the Receiver for the period ending August 31, 2019 as set out in the First Report be and are hereby approved.

7. THIS COURT ORDERS that the fees and disbursements of the Receiver's counsel for the period ending August 31, 2019 as set out in the First Report be and are hereby approved.


8. THIS COURT ORDERS that the Receiver's statement of receipts and disbursements for the period from May 3, 2019 to August 31, 2019, as set out in the First Report, is hereby approved.

  
\_\_\_\_\_

RCP-E 59A (July 1, 2007)

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

SEP 25 2019

PER / PAR: 



FIRST SOURCE FINANCIAL MANAGEMENT INC.  
Applicant

-and- 2507448 ONTARIO INC.  
Respondent

Court File No. CV-19-00613044-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**

**TORKIN MANES LLP**  
Barristers & Solicitors  
151 Yonge Street, Suite 1500  
Toronto ON M5C 2W7

Stewart Thom (55695C)  
sthom@torkinmanes.com  
Tel: 416-777-5197  
Fax: 1-877-689-3872

Lawyers for the Receiver, RSM Canada Limited

RCP-E 4C (May 1, 2016)

**TAB C**

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

**BETWEEN:**

**FIRST SOURCE FINANCIAL MANAGEMENT INC.**

Applicant

- and -

**2507448 ONTARIO INC.**

Respondent

**SECOND REPORT OF THE RECEIVER OF  
581 WELLINGTON STREET WEST, TORONTO, ONTARIO**

**October 10, 2019**

---

## Table of Contents

I.	INTRODUCTION .....	1
II.	PURPOSE OF REPORT .....	4
III.	MARKETING AND SALES ACTIVITIES .....	6
IV.	OFFERS RECEIVED .....	8
V.	THE APS .....	9
VI.	APPROVAL OF THE SALE .....	10
VII.	MATTERS ADJOURNED FROM THE SEPTEMBER 25, 2019 MOTION: CHATTELS, EQUIPMENT LIST ITEMS AND PROTOCOL RESPECTING REMOVAL OF PERSONAL PROPERTY .....	11
VIII.	RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS.....	14
IX.	PROFESSIONAL FEES.....	14
X.	CONCLUSION.....	15

### Appendices

Amended Appointment Order .....	A
Corporation Profile Report.....	B
First Report (with selected appendices) .....	C
September 25 Order .....	D
September 25 Endorsement.....	E
Marketing Information.....	F
Receiver's Interim Statement of Receipts and Disbursements.....	G
Affidavit of Daniel Weisz.....	H
Affidavit of Barry Cohen.....	I
Confidential Appendix.....	J
Avison Final Progress Report.....	1
Summary of Offers - Round 1 .....	2
Summary of Offers - Round 2 .....	3
Summary of Offers - Round 3 .....	4
APS .....	5

---

## I. INTRODUCTION

### *Background and Appointment of Receiver*

1. Pursuant to an application made by First Source Financial Management Inc. (“**First Source**”), and by Order of the Ontario Superior Court of Justice (“**the Court**”) dated April 8, 2019, issued and entered on April 26, 2019 (the “**Amended Appointment Order**”) and effective on May 3, 2019, RSM Canada Limited (“**RSM**” or the “**Receiver**”) was appointed as receiver over the lands and premises municipally known 581 Wellington Street West, Toronto, Ontario (the “**Real Property**”) and for all of the assets, undertakings and properties of 2507448 Ontario Inc. (“**250**” or the “**Debtor**”) acquired for, or used in relation to the Real Property, including all proceeds thereof (together with the Real Property, the “**Property**”). A copy of the Amended Appointment Order is attached hereto as **Appendix “A”**. Torkin Manes LLP (“**Torkin Manes**”) is the Receiver’s independent legal counsel.
2. The Real Property is a two-storey mixed use commercial building situated in downtown Toronto. 250 is an Ontario corporation and is the owner of the Real Property. According to the Corporation Profile Report for 250 dated November 21, 2018, Del Terrelonge is the president, secretary and sole director of 250. Attached hereto as **Appendix “B”** is a copy of the corporation profile report for 250.
3. First Source is an Ontario corporation in the business of providing mortgage financing. First Source holds a first mortgage in the principal amount of

---

\$3,500,000 against the Real Property. As of January 17, 2019, the aggregate amount claimed under the mortgage held by First Source was \$3,690,301.02.

***Post Appointment Activities and Previous Court Appearances***

4. The Amended Appointment Order authorizes the Receiver to, among other things, take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property.
5. Since the date of the Receiver's appointment, the Receiver has taken various steps, as outlined more fully in the Receiver's First Report to Court dated September 17, 2019 (the "**First Report**"), in connection with maintaining and securing the Real Property and marketing the Real Property for sale. A copy of the Receiver's first report to the Court dated September 17, 2019 (the "**First Report**") is attached hereto, with selected appendices only, as **Appendix "C"**.
6. On September 25, 2019, the Receiver brought a motion seeking various relief in anticipation of the imminent conclusion of the sale process for the Real Property and in order to address certain issues that required resolution prior to the completion of any such sale. Specifically, the Receiver sought an Order:
  - a) terminating the lease (the "**Lease**") between 250 and 1586091 Ontario Limited O/A rhed ("**RHED**"), a related-party tenant of the Real Property;
  - b) requiring Mr. Terrelonge to:
    - (i) Identify any Third Party Property located at the Real Property premises and advise the Receiver as to the owner of same; and
    - (ii) comply with a proposed protocol and deadline for the removal of certain property remaining at the Real Property premises and to

---

permit the Receiver to treat as abandoned, and to sell or dispose of, any property not so removed; and

c) approving the Sales Process (as defined in the First Report).

7. On September 25, 2019, the Receiver's motion was heard by the Honourable Justice Pattillo, who granted an Order (the "**September 25 Order**"):

a) approving the Sales Process;

b) terminating the Lease; and

c) requiring Mr. Terrelonge to provide information respecting the Third Party Property.

8. The remaining relief sought by the Receiver, which relates to the treatment and removal of certain property located at the Real Property premises (defined in the First Report as the Chattels and Equipment Lease Items) was adjourned to be dealt with on a subsequent appearance, if unable to be otherwise resolved. A copy of the September 25 Order and the Endorsement of Justice Pattillo dated September 25, 2019 (the "**September 25 Endorsement**") are attached hereto as Appendix "D" and Appendix "E", respectively.

9. The Amended Appointment Order, the First Report, the September 25 Order, the September 25 Endorsement and other court documents have been posted on the Receiver's website, which can be found at [rsmcanada.com/581-Wellington-Street-West](http://rsmcanada.com/581-Wellington-Street-West).

---

## II. PURPOSE OF REPORT

10. The purpose of this report (the **"Second Report"**) is to:
- (a) report to the Court on the activities of the Receiver from September 16, 2019 to October 9, 2019;
  - (b) report to the Court on the results of the sales process for the Real Property;
  - (c) provide the Court with a summary of the Receiver's cash receipts and disbursements for the period May 3, 2019 to September 30, 2019; and
  - (d) seek an order:
    - i. authorizing and directing the Receiver to enter into and carry out the terms of the transaction (the **"Transaction"**) contemplated by an agreement of purchase and sale between the Receiver and 2562051 Ontario Inc. (the **"Purchaser"**) dated October 2, 2019 (the **"APS"**), together with any further minor amendments thereto deemed necessary by the Receiver, in its sole opinion, and vesting title to the Real Property in the Purchaser, or into such entity as the Purchaser may further direct in writing, free and clear of claims and encumbrances, upon closing of the Transaction and the delivery of a Receiver's certificate to the Purchaser;
    - ii. sealing Confidential Appendix **"J"** to the Second Report until the closing of the sale of the Real Property;



- 
- iii. requiring Mr. Terrelonge to remove, under the Receiver's supervision, the Chattels and any Equipment Lease Items (as defined in the First Report) which are to be released to RHED from the Real Property by no later than 5:00 p.m. on October 25, 2019;
  - iv. authorizing the Receiver to sell or otherwise dispose of any Abandoned Items (as defined in the First Report) and to deposit any proceeds realized from the Abandoned Items to the bank account maintained by the Receiver;
  - v. approving the Second Report and the Receiver's conduct and activities set out therein;
  - vi. approving the R&D (defined below); and
  - vii. approving the fees and disbursements of the Receiver and of Torkin Manes incurred for the period September 1, 2019 to September 30, 2019.

### **Terms of Reference**

- 11. In preparing this report and making the comments herein, the Receiver has relied upon certain information from third-party sources (collectively, the "Information"). The Receiver has, 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 Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook and, accordingly,

---

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

12. Defined terms in the Second Report have, unless indicated otherwise herein, the same meanings as set out in the First Report.
13. Unless otherwise stated, all dollar amounts contained in the Second Report are expressed in Canadian dollars.

### **III. MARKETING AND SALES ACTIVITIES**

14. As referenced previously, since its appointment the Receiver has taken steps to market and sell the Real Property. In this regard, on July 12, 2019, the Receiver executed a listing agreement with Avison Young (“Avison”) to market the Real Property for sale at a listing price of \$5.3 million. The Receiver's engagement of Avison for the purposes of marketing the Real Property, the development of a Baseline APS to be provided to purchasers and the establishment of a September 20, 2019 date for the review of offers were all previously approved as part of the Sales Process approval granted by virtue of the September 25, 2019 Order.
15. Further steps taken by the Receiver/Avison in connection with marketing the Real Property include the following:
  - a) Avison officially launched its marketing campaign on August 13, 2019;
  - b) on August 13, 2019, an email communication (“E-mail Blast”) was sent to 797 contacts on Avison's mailing list;

- 
- c) on September 5 and 13, 2019, an email communication ("**E-mail Blast**") was sent to over 1,320 contacts on Avison's mailing list;
  - d) a marketing brochure ("**Brochure**") for the Real Property was prepared and made available to parties that received the E-mail Blast and elected to download the Brochure;
  - e) on or about August 21, 2019, the Real Property was listed on the TREB MLS (the "**MLS Listing**");
  - f) the Real Property was listed on Avison's website;
  - g) a "For Sale" sign was put up on the building at the Real Property;
  - h) on August 27 and 29, 2019, an advertisement was placed in the Globe and Mail (the "**Globe Advertisement**") advertising the sale of the Real Property;
  - i) an electronic data room was set up to provide access to confidential information on the Real Property to parties who signed a confidentiality agreement; and
  - j) the sales process ran from August 13 to September 20, 2019.
16. Prospective purchasers who wished to submit an offer for the Real Property were provided with a copy of a Baseline APS (as defined in the First Report) prepared by counsel for the Receiver.
17. After consultation with Avison and having regard to activity from potential purchasers of the Real Property, September 20, 2019 (the "**Offer Review Date**") was set as the date prior to which the Receiver would not review any offers to purchase submitted.

- 
18. Copies of the E-mail Blast, the Brochure and the Globe Advertisement are attached collectively to this report as Appendix "F".
  19. Avison's Final Progress Report dated October 3, 2019, which includes the names of the parties which executed a Confidentiality Agreement, as well as the parties which toured the Real Property is attached to this report as Tab 1 to Confidential Appendix "J".

#### **IV. OFFERS RECEIVED**

20. As at the Offer Review Date, seven offers had been submitted to Avison for the Real Property on the Receiver's form of agreement of purchase and sale. A summary of the offers received is attached at Tab 2 to Confidential Appendix "J" (the "First Round Offers").
21. Following receipt of the First Round Offers, and after review and consultation with Avison, parties representing the four offers regarded as having the most favourable terms were contacted and invited to improve or amend their offers and resubmit by noon on September 26, 2019. All four parties elected to amend their original offers to purchase (the "Second Round Offers"). A copy of the summary of Second Round Offers is attached at Tab 3 to Confidential Appendix "J".
22. Of the Second Round Offers received, only one offer, the lowest of the four, was unconditional. In consultation with Avison, it was determined that the two highest conditional Second Round Offers, as well as the low unconditional Second Round Offer, would again be approached to determine whether any were

---

prepared to either improve their offering price or delete any conditions. While this process was ongoing, the third-highest conditional offer, as well, determined to amend its offer and resubmit.

23. In the result, three of the four offers under consideration at the outset of the second round were amended once more. All resubmitted and final offers (the “Third Round Offers”) were received by the Receiver on or before October 2, 2019.
24. A summary of the Third Round Offers is attached at Tab 4 to Confidential Appendix “J”.
25. Following its review of the Third Round Offers with Avison and legal counsel, the Receiver executed the APS, dated October 2, 2019, with the Purchaser.
26. The APS is subject to the approval of this Court.

#### **V. THE APS**

27. The APS conforms substantially with the Baseline APS approved by the Order of Justice Pattilo dated September 25, 2019. Salient terms of the APS include (all capitalized terms in this section not defined in the APS are as otherwise defined in the Second Report):
  - i) the purchased assets include the Property;
  - ii) a deposit of 10% of the Purchase Price has been received from the Purchaser;
  - iii) the offer is unconditional, except for the APS being conditional on court approval and the issuance of an order vesting title to the purchased assets

---

in the Purchaser free and clear of claims and encumbrances, other than those specifically itemized in the APS;

iv) the Purchaser is buying the Property on an "as is, where is" basis; and

v) closing of the sale provided for in the APS is scheduled to occur on the twentieth Business Day following the date on which the Vesting Order is granted, or such other date as agreed between the Purchaser and the Receiver.

28. A copy of the executed APS is attached to this report at Tab 5 to Confidential Appendix "J".

#### **VI. APPROVAL OF THE SALE**

29. The Receiver believes that the marketing process undertaken by the Receiver was appropriate for the type of property in question and provided sufficient market exposure to the Real Property. The Real Property was exposed to the market for a period of approximately five weeks, notice of the sale of the Real Property was sent to more than 1,300 parties, and the Real Property was listed for sale on MLS, on Avison's website and advertised in the Globe and Mail.

30. As a result of the marketing efforts undertaken:

a) 26 parties signed back the Confidentiality Agreement;

(i) 21 tours for prospective purchasers were conducted at the Real Property; and

(ii) 7 offers to purchase the Real Property were received from prospective purchasers.

- 
31. The Receiver is of the view that sufficient efforts were made to obtain the best price for the Real Property and the marketing process was conducted fairly. The Receiver regards the APS as the offer received for the Real Property which is the most advantageous to the creditors of 250. The Receiver therefore recommends that this Court approve the APS and grant an Order vesting title in the purchased assets in the Purchaser upon the closing of the Transaction.
  32. The Receiver believes that details of the offers submitted for the Real Property including matters relating thereto should be kept confidential until the closing of the transaction. The Receiver is of the view that public disclosure thereof would have a negative impact on the future marketing of the Real Property should the transaction with the Purchaser not be approved or completed.
  33. The Receiver therefore respectfully requests that Confidential Appendix "J" be sealed until after the closing of the sale of the Real Property.

**VII. MATTERS ADJOURNED FROM THE SEPTEMBER 25, 2019 MOTION: CHATTELS, EQUIPMENT LIST ITEMS AND PROTOCOL RESPECTING REMOVAL OF PERSONAL PROPERTY**

***Third Party Property***

34. The September 25 Order required that Mr. Terrelonge provide the Receiver with a list of any Third Party Property (as defined in the First Report) together with information relating to the owner of same, within two days.
35. The only Third Party Property which has been identified by Mr. Terrelonge as being at the Real Property premises consists of a Rogers digital box, which has since been retrieved by Mr. Terrelonge.

- 
36. Counsel for 250/RHED/Mr. Terrelonge has confirmed to the Receiver that no further Third Party Property remains at the Real Property premises.
  37. The Receiver is therefore proceeding on the assumption that there is no Third Party Property presently located at the Real Property.

***Chattels and Equipment List Items***

38. In Paragraphs 43-53 of the First Report, the Receiver set out its analysis with respect to the Chattels and Equipment List Items (each as defined in the First Report) situated at the Real Property.
39. As per the recommendations set out in the First Report, the Receiver has proposed, absent any objections from any interested party or the purchaser of the Real Property, that all Chattels and certain Equipment List Items (see, in particular paragraph 52 of the First Report) be released to Mr. Terrelonge.
40. Pursuant to the terms of the APS, the Receiver is entitled to exclude from the Transaction any fixtures located at the Real Property. The Purchaser is aware of the Receiver's intentions with respect to the Chattels and Equipment List Items addressed in the First Report. No objections have been received to the proposed manner of dealing with the Chattels and Equipment List Items, although the Receiver has yet to receive confirmation from Mr. Terrelonge/RHED as to their position respecting same.
41. The Receiver therefore requests that an Order be made by the Court that the Receiver is authorized to release to Mr. Terrelonge:
  - a) the Chattels, as defined in the First Report; and



- 
- b) those Equipment List Items proposed by the Receiver to, in the absence of any objection, be released to RHED as per paragraph 52 of the First Report  
(together, the “**Personal Property**”).

***Removal of Personal Property***

42. Due to the pending Transaction, the Receiver requires certainty as to the timelines within which the Personal Property will be removed from the Real Property premises. The Receiver therefore requests that the Court issue an Order approving the following protocol for the treatment of any Personal Property presently located at the Real Property premises:
- (i) Mr. Terrelonge shall make arrangements for all Personal Property to be removed from the Real Property prior to 5:00 PM on October 25, 2019;
  - (ii) Mr. Terrelonge shall advise the Receiver of the arrangements which have been made for removal of the Personal Property and shall obtain the consent of the Receiver to such arrangements prior to attending at the Real Property for the purpose of removing same. Absent such consent and notice, the Receiver shall have no obligation to permit access to the Real Property;
  - (iii) removal of the Personal Property shall be performed under the supervision of the Receiver;
  - (iv) any Personal Property located at the Real Property premises which has not been removed before 5:00 P.M. October 25, 2019, shall be deemed to have been abandoned by its owner (“**Abandoned Items**”); and

- 
- (v) the Receiver is authorized to take possession of, remove and to sell or dispose of any Abandoned Items and to deposit any funds realized from the Abandoned Items in the bank account of the Receiver for distribution as may be directed by future Court Order (the "**Personal Property Protocol**").

#### **VIII. RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS**

43. Attached as **Appendix "G"** is the Receiver's Interim Statement of Receipts and Disbursements for the period May 3, 2019 to September 30, 2019. During this period, receipts were \$50,094, including advances totaling \$50,000 from First Source under Receiver Certificate No. 1, and disbursements were \$23,699, resulting in a net cash balance of \$26,395.
44. As of the date of this report, the above-noted advance from First Source has not been repaid by the Receiver.
45. The Receiver intends on bringing an application for approval of an interim distribution to be heard prior to, or shortly after, the closing of the sale of the Real Property.

#### **IX. PROFESSIONAL FEES**

46. The Receiver's account for the period September 1 to 30, 2019 totals \$12,796.50 in fees, \$16.83 in disbursements plus HST of \$1,665.73 for a total amount of \$14,479.06 (the "**Receiver's Account**"). A copy of the Receiver's Account, together with a summary of the account, the total billable hours charged per the

---

account, and the average hourly rate charged per the account, is set out in the Affidavit of Daniel Weisz sworn October 10, 2019 that is attached as **Appendix "H"**.

47. The account of the Receiver's counsel, Torkin Manes, totals \$18,930.00 in fees and \$800.02 in disbursements and \$2,521.22 for HST for a total of \$22,251.24 (the "**Torkin Manes Account**") for the period September 1 to 30, 2019. A copy of the Torkin Manes Account, together with a summary of the personnel, hours and hourly rates described in the Torkin Manes Account, supported by the Affidavit of Barry Cohen sworn October 10, 2019, is attached as **Appendix "I"**.

#### **X. CONCLUSION**

48. The Receiver respectfully requests that the Court make Orders:
- a) authorizing and directing the Receiver to enter into and carry out the terms of the APS, together with any further minor amendments thereto deemed necessary by the Receiver in its sole opinion, and vesting title to the Real Property in the Purchaser, or as the Purchaser may further direct in writing, free and clear of claims and encumbrances, upon closing of the transaction under the APS and the delivery of a Receiver's certificate to the Purchaser;
  - b) sealing Confidential Appendix "**J**" to the Second Report until the closing of the sale of the Real Property;

- 
- c) approving and authorizing the Receiver to carry out those steps contemplated pursuant to the Personal Property Protocol and to release the Personal Property to Mr. Terrelonge;
  - d) approving the Second Report and the Receiver's conduct and activities to October 9, 2019;
  - e) approving the R&D; and
  - f) approving the Receiver's Account and the Torkin Manes Account.

All of which is respectfully submitted to this Court as of this 10<sup>th</sup> day of October, 2019.

**RSM CANADA LIMITED**

In its capacity as Court-appointed Receiver of  
581 Wellington Street West, Toronto, Ontario  
and not in its personal capacity



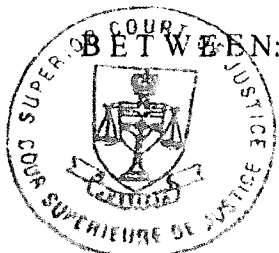
Per: Daniel Weisz, CPA, CA, CFF, CIRP, LIT  
Senior Vice President

**TAB D**

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

THE HONOURABLE )  
JUSTICE *Rattillo* )

FRIDAY, THE 1<sup>ST</sup> DAY  
OF NOVEMBER, 2019



BETWEEN:  
FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

- and -

2507448 ONTARIO INC.

Respondent

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c.B-3, and section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by **RSM Canada Limited** in its capacity as the Court-appointed receiver (the "**Receiver**") of 581 Wellington Street West, Toronto, Ontario including all proceeds thereof (collectively, the "**Property**") owned by 2507448 Ontario Inc. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and 2562051 Ontario Inc. (the "**Purchaser**") made as of **October 2, 2019** and appended to the Second Report of the Receiver dated **October 10, 2019** (the "**Second Report**"), and vesting in the Purchaser 2507448 Ontario Inc.'s ("**2507448**") right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Second Report and on hearing the submissions of counsel for the Receiver,

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

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Receiver's and all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Amended Order of the Honourable Justice Hainey dated April 8, 2019; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Toronto (#66) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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

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

6. **THIS COURT ORDERS** that, notwithstanding:

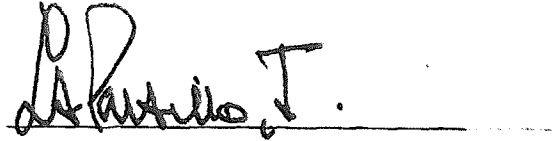
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **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.



ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

NOV 04 2019

PER / PAR: 

**Schedule A – Form of Receiver’s Certificate**

Court File No. CV-19-00613044CL

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

B E T W E E N:

FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

- and -

2507448 ONTARIO INC.

Respondent

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c.B-3, and section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Amended Order of the Honourable Justice Hainey of the Ontario Superior Court of Justice (the "**Court**") dated April 8, 2019, RSM Canada Limited was appointed as the receiver (the "**Receiver**") of 581 Wellington Street West, Toronto, Ontario, including all proceeds thereof (collectively, the "**Property**") owned by 2507448 Ontario Inc. (the "**Debtor**").

B. Pursuant to an Order of the Court dated November 1, 2019 (the "**Vesting Order**"), the Court approved the agreement of purchase and sale made as of October 2, 2019 (the "**Sale Agreement**") between the Receiver and 2562051 Ontario Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Receiver’s and the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 16 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement or the Vesting Order.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Date of Closing pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 16 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at [TIME] on ► [DATE].

**RSM Canada Limited, solely in its capacity as Court-appointed Receiver of 581 Wellington Street West, Toronto, Ontario and not in its personal or corporate capacity and without personal or corporate liability**

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

Name: ►

Title: ►

### **Schedule B – Purchased Assets**

All of the Receiver's (if any) and 2507448 Ontario Inc.'s right, title and interest in and to the Property and the Building (as defined in the Sale Agreement) including, without limitation, the following real property:

MUNICIPAL ADDRESS: 581 Wellington Street West, Toronto, Ontario

LEGAL DESCRIPTION: PT LT 23 SEC L PL MILITARY RESERVE TORONTO PARTS  
1, 14 & 15, 63R2301; S/T & T/W CA540961; CITY OF  
TORONTO

PIN: 21241-0114 (LT)

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

The following Instruments are to be discharged upon registration of the Vesting Order:

1. INSTRUMENT NO. AT4215386 REGISTERED ON MAY 10, 2016 BEING A TRANSFER UNDER POWER OF SALE.
2. INSTRUMENT NO. AT4392140 REGISTERED ON 2016/11/03, BEING A CHARGE IN THE PRINCIPAL SUM OF \$575,000.
3. INSTRUMENT NO. AT4392157 REGISTERED ON 2016/11/03 BEING A NOTICE OF ASSIGNMENT OF RENTS (GENERAL)
4. INSTRUMENT NO. AT4393968 REGISTERED ON 2016/11/07, BEING A CHARGE IN THE PRINCIPAL SUM OF \$2,240,750.
5. INSTRUMENT NO. AT4410539 REGISTERED ON 2016/11/24, BEING A POSTPONEMENT.
6. INSTRUMENT NO. AT4436800 REGISTERED ON 2016/12/16, BEING A TRANSFER OF CHARGE.
7. INSTRUMENT NO. AT4460140 REGISTERED ON 2017/01/16 BEING A NOTICE
8. INSTRUMENT NO. AT4464143 REGISTERED ON 2017/01/19, BEING A TRANSFER OF CHARGE.
9. INSTRUMENT NO. AT4481194 REGISTERED ON 2017/02/07, BEING A TRANSFER OF CHARGE.
10. INSTRUMENT NO. AT4513211 REGISTERED ON 2017/03/16, BEING A NOTICE.
11. INSTRUMENT NO. AT4520256 REGISTERED ON 2017/03/27, BEING A TRANSFER OF CHARGE
12. INSTRUMENT NO. AT4535318 REGISTERED ON 2017/04/11, BEING A TRANSFER OF CHARGE.
13. INSTRUMENT NO. AT4570560 REGISTERED ON 2017/05/17, BEING A NOTICE.
14. INSTRUMENT NO. AT4612827 REGISTERED ON 2017/06/29, BEING A TRANSFER OF CHARGE.
15. INSTRUMENT NO. AT4648602 REGISTERED ON 2017/08/08, BEING A TRANSFER OF CHARGE.

16. INSTRUMENT NO. AT4722991 REGISTERED ON 2017/11/01, BEING TRANSFER OF CHARGE.
17. INSTRUMENT NO. AT4731884 REGISTERED ON 2017/11/14, BEING A TRANSFER OF CHARGE.
18. INSTRUMENT NO. AT4761477 REGISTERED ON 2017/12/15, BEING A TRANSFER OF CHARGE.
19. INSTRUMENT NO. AT4764223 REGISTERED ON 2017/12/19 BEING A TRANSFER OF CHARGE
20. INSTRUMENT NO. AT4799171 REGISTERED ON 2018/02/08 BEING A TRANSFER OF CHARGE
21. INSTRUMENT NO. AT4824592 REGISTERED ON 2018/03/20 BEING A NOTICE
22. INSTRUMENT NO. AT4832936 REGISTERED ON 2018/04/03 BEING A TRANSFER OF CHARGE
23. INSTRUMENT NO. AT4834357 REGISTERED ON 2018/04/04 BEING A CHARGE IN THE PRINCIPAL SUM OF \$3,500,000.
24. INSTRUMENT NO. AT4834358 REGISTERED ON 2018/04/04 BEING A NO ASSGN RENT GEN
25. INSTRUMENT NO. AT4834365 REGISTERED ON 2018/04/04 BEING A POSTPONEMENT
26. INSTRUMENT NO. AT4834366 REGISTERED ON 2018/04/04 BEING A POSTPONEMENT
27. INSTRUMENT NO. AT4835341 REGISTERED ON 2018/04/05 BEING A NOTICE
28. INSTRUMENT NO. AT4864798 REGISTERED ON 2018/05/16 BEING A TRANSFER OF CHARGE
29. INSTRUMENT NO. AT4885660 REGISTERED ON 2018/06/14 BEING A TRANSFER OF CHARGE
30. INSTRUMENT NO. AT4943186 REGISTERED ON 2018/08/24 BEING A TRANSFER OF CHARGE
31. INSTRUMENT NO. AT5065440 REGISTERED ON 2019/01/30 BEING A TRANSFER OF CHARGE

32. INSTRUMENT NO. AT5131618 REGISTERED ON 2019/05/08 BEING A APL  
COURT ORDER

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

**(unaffected by the Vesting Order)**

Permitted Encumbrances with respect to the Property (as defined in the Sales Agreement) means:

1. The exceptions and qualifications set out in the *Land Titles Act* (Ontario) and/or on the parcel register for the Property;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements, servitudes, rights-of-way, licences, restrictions that run with the land and other encumbrances and/or agreements with respect thereto (including, without limiting the generality of the foregoing, easements, rights-of-way and agreements for sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables);
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due or liens for same which are due but the validity of which are being contested in good faith by the Vendor provided that the Vendor has provided security which in the opinion of the Vendor, acting reasonably, is necessary to avoid any lien, charge or encumbrance arising with respect thereto;
5. Any encroachments, minor defects or irregularities indicated on any survey of the Property or which may be disclosed on an up-to-date survey of the Property;
6. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;
7. Any breaches of any applicable laws, including, without limitation, outstanding building permits, work orders and deficiency notices;
8. Any subdivision agreements, site plan agreements, development agreements and any other agreements with the municipality, region, publicly regulated utilities or other governmental authorities having jurisdiction;
9. Defects or irregularities in title to the Property;



10. The following instruments registered on title to the Property:
  - i. Instrument No. 63R-2301 being a reference plan.
  - ii. Instrument No. CT824656 registered on 1986/10/24 being an Agreement.
  - iii. Instrument No. 63R-4953 being a reference plan.

FIRST SOURCE FINANCIAL MANAGEMENT INC.  
Applicant

-and- 2507448 ONTARIO INC.  
Respondent

Court File No. CV-19-00613044-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**APPROVAL AND VESTING ORDER**

**TORKIN MANES LLP**  
Barristers & Solicitors  
151 Yonge Street, Suite 1500  
Toronto ON M5C 2W7

Stewart Thom (55695C)  
sthom@torkinmanes.com  
Tel: 416-777-5197  
Fax: 1-877-689-3872

Lawyers for the Receiver, RSM Canada Limited

RCP-E 4C (May 1, 2016)

Court File Number: CV-19-00613044-0001

Superior Court of Justice  
Commercial List

FILE/DIRECTION/ORDER

First Source Financial Management  
AND 2507448 Ontario Inc.  
Plaintiff(s) Applicant  
Defendant(s) Respondent

Case Management  Yes  No by Judge: \_\_\_\_\_

Counsel	Telephone No:	Facsimile No:
S. Thom - for Receiver		
J. Lamy - for Applicant		
M. Milosevic - for Respondent.		

- Order  Direction for Registrar (No formal order need be taken out)
- Above action transferred to the Commercial List at Toronto (No formal order need be taken out)

- Adjourned to: \_\_\_\_\_
- Time Table approved (as follows): \_\_\_\_\_

Motion by the Receiver for approval of an agreement of purchase and sale between the Receiver and 2562051 Ontario Inc. dated October 2, 2019 in respect of the property over which the Receiver was appointed.

The Applicant's application for the Receiver's appointment was commenced in January 2019. It was adjourned four times to permit the respondent debtor to obtain re-financing. Finally, on ~~April 30~~ <sup>May 3</sup>, 2019, and in the absence of any re-financing being obtained, Harvey J. appointed

Nov 1 / 19

Date

Harvey J.  
Judge's Signature

Additional Pages 4

Superior Court of Justice  
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

JP

~~Further to~~  
the Receiver, since its appointment, the Receiver has taken steps to market and sell the Real Property (a mixed commercial use building at 581 Wellington Street West, in Toronto). On September 25, 2019, I approved a Sales Process which involved Avison Young, an experienced real estate brokerage firm. The Sales Process ran from August 13 to September 20, 2019. The Property was extensively marketed <sup>which</sup> and generated much interest. At the Offer Review Date, seven offers were received. After review, four offerors were contacted and invited to improve or amend their offers and resubmit. Following the second round, three offerors were contacted and invited to either improve their offering price or delete any conditions. The fourth offeror also indicated it wished to resubmit. By the end, three of the four offers under consideration further amended their offers. Following review, the Receiver accepted the offer of the proposed purchaser and has entered into the Agreement of Purchase and Sale, dated October 2, 2019, which it seeks approval for.

JP

The respondent has appeared at the hearing today

JP

Superior Court of Justice  
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

and requested that the proposed sale transaction not be approved. It submits that it has obtained financing sufficient to redeem the applicant's mortgage as well as enabling it to provide some monies to the 2<sup>nd</sup> and 3<sup>rd</sup> mortgagees and finish the proposed renovations to the building. It submits that the proposed sale, while sufficient to pay out the first, will only provide partial funds to the 2<sup>nd</sup> and nothing to the 3<sup>rd</sup>. It submits however, that its proposal and re-financing, in addition to giving the 2<sup>nd</sup> + 3<sup>rd</sup> mortgagees some funds, will enable construction to be completed which in turn will significantly (it is submitted) increase the value of the property. The problem with the Respondent's submission is that all of the above information has come from counsel's submissions. There is no evidence before the Court to confirm the re-financing or the alleged arrangements with the 2<sup>nd</sup> and 3<sup>rd</sup> mortgagees. Further, this is not a situation which has befallen the Respondent recently. The Respondent has had more than enough indulgences

Superior Court of Justice  
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

from both the applicant and this court to enable re-financing. It has not happened. Nor, in the absence of any evidence, do I find that it has occurred. Even if the evidence supporting the respondent's submissions was before me, I would not interfere with the sale. Given the receivership order together with the approval of the Sales Process which has been followed, a mortgagee has no right to redeem: See: B. M. Handelman Investments Ltd. v. Mann Properties Inc. [2009] O.T. No. 3044 (S.C.J.) at paras. 21-22; Business Development Bank of Canada v. Marlwood Golf & Country Club Inc. [2015] O.T. No. 3283 (S.C.J.) at para. 25.

The respondent relies on Cameron v. Bank of Nova Scotia, [1981] N.S.J. No. 43 (N.S.C.A.) for the proposition that in certain circumstances the court will not approve a sale where it is not in the best interest of either the creditors or the owner. I don't disagree with that. The facts in Cameron are very different than before me. Specifically, there is no evidence from the

Superior Court of Justice  
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

respondent, to permit me to find the proposed sale is not in the best interest of the creditors as the respondent.

Based on the material filed, I am satisfied that the proposed sale, which is in excess of the appraised value, should be and is approved and a vesting order should be granted. The Soundair principles have all been met in this case.

The order with respect to removal of the respondent's personal property by NOV 15, 2019 is unopposed and is therefore granted.

Finally the Second Report is approved as well as the fees and disbursements of the Receiver and its counsel from August 31, 2019 to September 30, 2019.

Orders signed by me.

In light of the sensitive information concerning the sale process and the APS, Confidential Appendix "I" to the 2<sup>nd</sup> Report is sealed until completion of the sale.

Seiva Club principles have been met.

# TAB E



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

THE HONOURABLE  
JUSTICE *ReHillo*

) FRIDAY, THE 1<sup>ST</sup> DAY  
)  
) OF NOVEMBER, 2019

BETWEEN:

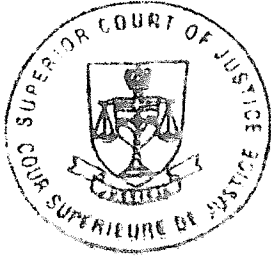
FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

- and -

2507448 ONTARIO INC.

Respondent



APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c.B-3, and section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43

**ORDER**

**THIS MOTION**, made by RSM Canada Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of 581 Wellington Street West, Toronto, Ontario including all proceeds thereof (collectively, the "**Property**") owned by 2507448 Ontario Inc. ("**250**") for an order, *inter alia*, approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and 2562051 Ontario Inc. (the "**Purchaser**") made as of **October 2, 2019** and appended to the Second Report of the Receiver dated October 10, 2019 (the "**Second Report**"), and vesting in the Purchaser 2507448 Ontario Inc.'s right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Second Report and on hearing the submissions of the lawyer for the Receiver.

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record filed on this Motion is hereby abridged, service is validated and that further service thereof is hereby dispensed with such that this Motion is properly returnable today.

2. **THIS COURT ORDERS AND DECLARES** that the Second Report, including the Interim R&D (as therein defined), is approved and the conduct and activities of the Receiver as set out therein are approved.

3. **THIS COURT ORDERS** that Confidential Appendix “J” to the Second Report, including all appendices thereto, be sealed and shall not be publicly available until such time as the sale of the property located at 581 Wellington Street West, Toronto, by the Receiver, as contemplated in the Approval and Vesting Order in this matter dated November 1, 2019, has been fully completed, or until further Order of this Court.

4. **THIS COURT ORDERS** that the Receiver is authorized to release the Personal Property, as defined in the Second Report, and the Island, as defined in the Receiver’s First Report to Court dated September 17, 2019, to Mr. Del Terrelonge.

5. **THIS COURT ORDERS** that the Receiver is authorized and directed to carry out the Personal Property Protocol, as described in the Second Report, and furthermore that:

- (a) Mr. Del Terrelonge, on behalf of himself personally, 250 and 1586091 Ontario Limited (“**RHED**”), is to remove all Personal Property (as defined herein) and the Island from the Real Property (as defined in the Second Report) by no later than

Handwritten initials or mark.

5:00 P.M. on November 15, 2019, or within such extended timeframe as may be agreed upon by the Receiver in writing (the "**Removal Deadline**");

- (b) Mr. Terrelonge, 250 and RHED shall obtain the approval of the Receiver, on at least 48 hours prior notice, as to the date and time(s) at which they, or their agents, intend to attend at the Real Property for the purpose of the removal of the Personal Property and that the Receiver shall be permitted to supervise their activities while present at the Property; and
- (c) Any Personal Property which has not been removed from the Real Property by the Removal Deadline ("**Abandoned Items**") shall be treated as abandoned by its owner and the Receiver is authorized to take possession of, remove and to sell or dispose of, at the Receiver's discretion, any Abandoned Items and to deposit any proceeds realized from the Abandoned Items, if any, to the account maintained by the Receiver in connection with the receivership of the Property.

6. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period from August 31, 2019 to September 30, 2019 as set out in the Second Report be and are hereby approved.

7. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's counsel for the period from August 31, 2019 to September 30, 2019 as set out in the Second Report be and are hereby approved.

ENTERED AT / INSCRIT A TORONTO  
ON / BOOKING  
LE / DANS LE REGISTRE NO:

NOV 04 2019

Handwritten signature of the Receiver over a horizontal line.

PER / PAR: 

FIRST SOURCE FINANCIAL MANAGEMENT INC.  
Applicant

-and- 2507448 ONTARIO INC.  
Respondent

Court File No. CV-19-00613044-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**

**TORKIN MANES LLP**  
Barristers & Solicitors  
151 Yonge Street, Suite 1500  
Toronto ON M5C 2W7

Stewart Thom (55695C)  
sthom@torkinmanes.com  
Tel: 416-777-5197  
Fax: 1-877-689-3872

Lawyers for the Receiver, RSM Canada Limited

RCP-E 59A (July 1, 2007)

**TAB F**

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 11/29/2019  
File Currency Date: 11/28/2019  
Family(ies): 3  
Page(s): 5

SEARCH : Business Debtor : 2507448 ONTARIO INC.

The attached report has been created based on the data received by Cyberbahn, a Thomson Reuters business from the Province of Ontario, Ministry of Government Services. No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report. Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 11/29/2019  
File Currency Date: 11/28/2019  
Family(ies): 3  
Page(s): 5

SEARCH : Business Debtor : 2507448 ONTARIO INC.

FAMILY : 1 OF 3 ENQUIRY PAGE : 1 OF 5  
SEARCH : BD : 2507448 ONTARIO INC.

00 FILE NUMBER : 722201346 EXPIRY DATE : PERPETUAL STATUS :  
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20161103 1658 1862 9927 REG TYP: P PPSA REG PERIOD: 99 (PERP)  
02 IND DOB : IND NAME:  
03 BUS NAME: 2507448 ONTARIO INC.

OCN : 2507448

04 ADDRESS : 581 WELLINGTON STREET WEST  
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1G3  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
MONICA GOYAL, BARE TRUSTEE

09 ADDRESS : 2 ST. CLAIR AVENUE WEST, SUITE 1800  
CITY : TORONTO PROV: ON POSTAL CODE: M4V 1L5  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X  
YEAR MAKE MODEL V.I.N.

11  
12

GENERAL COLLATERAL DESCRIPTION

13 A GENERAL SECURITY AGREEMENT, A GENERAL ASSIGNMENTS OF RENTS, AND AN  
14 ASSIGNMENT OF PLANS AND RELATED AGREEMENTS AFFECTING 581 WELLINGTON  
15 STREET WEST, TORONTO, ON., M5V 1G3.  
16 AGENT: MONICA GOYAL  
17 ADDRESS : 2 ST. CLAIR AVENUE WEST, SUITE 1800  
CITY : TORONTO PROV: ON POSTAL CODE: M4V 1L5

FAMILY : 1 OF 3  
SEARCH : BD : 2507448 ONTARIO INC.

ENQUIRY PAGE : 2 OF 5

FILE NUMBER 722201346  
REGISTRATION NUM REG TYPE  
01 CAUTION : PAGE TOT 20180404 0933 1862 9840  
21 REFERENCE FILE NUMBER : 722201346  
22 AMEND PAGE: NO PAGE: X CHANGE: J OTHER REN YEARS: CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: 2507448 ONTARIO INC.

25 OTHER CHANGE: SUBORDINATION  
26 REASON: MONICA GOYAL, BARE TRUSTEE SUBORDINATES AND POSTPONES FINANCING  
27 /DESCR: STATEMENT NUMBER 20161103 1658 1862 9927 (FILE NUMBER 722201346) IN  
28 : FAVOUR OF FIRST SOURCE FINANCIAL MANAGEMENT INC.'S FINANCING  
02/05 IND/TRANSFEREE:  
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
CITY: PROV: POSTAL CODE:  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :  
CITY : PROV : POSTAL CODE :  
CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10  
11  
12  
13  
14  
15

16 NAME : SCHNEIDER RUGGIERO LLP (40033/BM)  
17 ADDRESS : 1000-120 ADELAIDE STREET W.  
CITY : TORONTO PROV : ON POSTAL CODE : M5H 3V1



FAMILY : 1 OF 3  
SEARCH : BD : 2507448 ONTARIO INC.

ENQUIRY PAGE : 3 OF 5

01 CAUTION : PAGE TOT FILE NUMBER 722201346  
REGISTRATION NUM REG TYPE  
21 REFERENCE FILE NUMBER : 722201346  
20180404 0933 1862 9840

22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE: SUBORDINATION

26 REASON: STATEMENT NUMBER 20180404 0929 1862 9839 (FILE NUMBER 737856684).

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY:

PROV:

POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :

PROV :

POSTAL CODE :

CONS.

MV

DATE OF

NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER

INCL

AMOUNT

MATURITY OR

MAT DATE

10

11

12

13

14

15

16 NAME :

17 ADDRESS :

CITY :

PROV :

POSTAL CODE :

FAMILY : 2 OF 3  
SEARCH : BD : 2507448 ONTARIO INC.

ENQUIRY PAGE : 4 OF 5

00 FILE NUMBER : 737856684 EXPIRY DATE : 04APR 2020 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20180404 0929 1862 9839 REG TYP: P PPSA REG PERIOD: 2  
02 IND DOB : IND NAME:  
03 BUS NAME: 2507448 ONTARIO INC.

04 ADDRESS : 581 WELLINGTON STREET WEST OCN :  
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1G3  
05 IND DOB : IND NAME:  
06 BUS NAME:

07 ADDRESS : OCN :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
FIRST SOURCE FINANCIAL MANAGEMENT INC.

09 ADDRESS : 1 VALLEYBROOK DRIVE, SUITE 100  
CITY : TORONTO PROV: ON POSTAL CODE: M3B 2S7  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X  
YEAR MAKE MODEL V.I.N.

11  
12

GENERAL COLLATERAL DESCRIPTION

13 SECURITY AGREEMENT AND ASSIGNMENT OF RENTS RELATED TO 581 WELLINGTON  
14 STREET WEST, TORONTO, ONTARIO.

15

16 AGENT: SCHNEIDER RUGGIERO LLP (40033/BM)

17 ADDRESS : 1000-120 ADELAIDE STREET W.  
CITY : TORONTO PROV: ON POSTAL CODE: M5H 3V1

FAMILY : 3 OF 3  
SEARCH : BD : 2507448 ONTARIO INC.

ENQUIRY PAGE : 5 OF 5

00 FILE NUMBER : 752201703 EXPIRY DATE : 11JUN 2024 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
REG NUM : 20190611 1734 2089 0251 REG TYP: P PPSA REG PERIOD: 05  
02 IND DOB : IND NAME:  
03 BUS NAME: 2507448 ONTARIO INC. OCN :  
04 ADDRESS : 581 WELLINGTON STREET WEST  
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1G3  
05 IND DOB : IND NAME:  
06 BUS NAME: OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
1586091 ONTARIO LIMITED O/A RHED  
09 ADDRESS : 97 BOULTON DRIVE  
CITY : TORONTO PROV: ON POSTAL CODE: M4V 2V5  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 YEAR MAKE MODEL V.I.N.  
1875000 X X

11  
12  
GENERAL COLLATERAL DESCRIPTION  
13 SECURITY AGREEMENT DATED NOVEMBER 1, 2017 BETWEEN LESSEE AND LESSOR.  
14  
15  
16 AGENT: GLOBAL LEGAL SERVICES  
17 ADDRESS : 209 - 117 PETER STREET  
CITY : TORONTO PROV: ONT POSTAL CODE: M5V 0M3

**TAB G**

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

**PROPERTY DESCRIPTION:** PT LT 23 SEC L PL MILITARY RESERVE TORONTO PARTS 1, 14 & 15, 63R2301; S/T & T/W CA540961; CITY OF TORONTO

**PROPERTY REMARKS:** PLANNING ACT CONSENT AS IN CT469488.

**ESTATE/QUALIFIER:**  
FEE SIMPLE  
LT CONVERSION QUALIFIED

**RECENTLY:**  
FIRST CONVERSION FROM BOOK

**PIN CREATION DATE:**  
2003/05/26

**OWNERS' NAMES**  
2507448 ONTARIO INC.

**CAPACITY SHARE**  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2003/05/26 **						
63R2301	1981/04/14	PLAN REFERENCE				C
CT824656	1986/10/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: COLLATERAL						
63R4953	1991/04/18	PLAN REFERENCE				C
AT4215386	2016/05/10	TRANS POWER SALE	\$4,100,000	VISRAM, ZAHERALI	2507448 ONTARIO INC.	C
REMARKS: AT2892272.						
AT4392140	2016/11/03	CHARGE	\$575,000	2507448 ONTARIO INC.	GOYAL, MONICA OLYMPIA TRUST COMPANY	C
AT4392157	2016/11/03	NO ASSGN RENT GEN		2507448 ONTARIO INC.	OLYMPIA TRUST COMANY GOYAL, MONICA	C
REMARKS: AT4392140						
AT4393968	2016/11/07	CHARGE	\$2,240,750	2507448 ONTARIO INC.	VISRAM, ZAHERALI	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4410539	2016/11/24	POSTPONEMENT		MONICA GOYAL, BARE TRUSTEE OLYMPIA TRUST COMPANY	VISRAM, ZAHERALI	C
		REMARKS: AT4392140 TO AT4393968				
AT4436800	2016/12/16	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY ARIF, ABDUL KARIM	C
		REMARKS: AT4392140.				
AT4460140	2017/01/16	NOTICE	\$1	OLYMPIA TRUST COMPANY ARIF, ABDUL KARIM	2507448 ONTARIO INC.	C
		REMARKS: AT4392140				
AT4464143	2017/01/19	TRANSFER OF CHARGE		OLYMPIA TRUST COMPANY ARIF, ABDUL KARIM	GOYAL, MONICA OLYMPIA TRUST COMPANY	C
		REMARKS: AT4392140.				
AT4481194	2017/02/07	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY	GOYAL, MONICA OLYMPIA TRUST COMPANY	C
		REMARKS: AT4392140.				
AT4513211	2017/03/16	NOTICE	\$2	2507448 ONTARIO INC.	VISRAM, ZAHERALI	C
		REMARKS: AT4393968				
AT4520256	2017/03/27	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY	GOYAL, MONICA OLYMPIA TRUST COMPANY	C
		REMARKS: AT4392140.				
AT4535318	2017/04/11	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY	GOYAL, MONICA OLYMPIA TRUST COMPANY	C
		REMARKS: AT4392140.				
AT4570560	2017/05/17	NOTICE	\$2,624,250	OLYMPIA TRUST COMPANY, GOYAL, MONICA	2507448 ONTARIO INC.	C
		REMARKS: AT4392140				
AT4612827	2017/06/29	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY	GOYAL, MONICA OLYMPIA TRUST COMPANY	C
		REMARKS: AT4392140.				
AT4648602	2017/08/08	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY	GOYAL, MONICA OLYMPIA TRUST COMPANY	C
		REMARKS: AT4392140.				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4722991	2017/11/01	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY	GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY	C
		REMARKS: AT4392140.				
AT4731884	2017/11/14	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY	GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY	C
		REMARKS: AT4392140.				
AT4761477	2017/12/15	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY	GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY	C
		REMARKS: AT4392140.				
AT4764223	2017/12/19	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY	GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY	C
		REMARKS: AT4392140.				
AT4799171	2018/02/08	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY	GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY	C
		REMARKS: AT4392140.				
AT4824592	2018/03/20	NOTICE	\$3,583,500	OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY GOYAL, MONICA	2507448 ONTARIO INC.	C
		REMARKS: AT4392140, AT4436800, AT4460140, AT4464143, AT4481194, AT4520256, AT4535318, AT4570560, AT4612827, AT4648602, AT4722991, AT4731884, AT4764223 AND AT4799171				
AT4832936	2018/04/03	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY	GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY	C
		REMARKS: AT4392140.				
AT4834357	2018/04/04	CHARGE	\$3,500,000	2507448 ONTARIO INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
AT4834358	2018/04/04	NO ASSGN RENT GEN		2507448 ONTARIO INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
		REMARKS: AT4834357.				
AT4834365	2018/04/04	POSTPONEMENT		VISRAM, ZAHERALI	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
		REMARKS: AT4393968 TO AT4834357				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #66

21241-0114 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4834366	2018/04/04	POSTPONEMENT		GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
REMARKS: AT4392140 AND AT4392157 TO AT4834357 AND AT4834358						
AT4835341	2018/04/05	NOTICE	\$1,375,750	2507448 ONTARIO INC.	VISRAM, ZAHERALI	C
REMARKS: AT4393968						
AT4864798	2018/05/16	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY OF CANADA	GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY OF CANADA	C
REMARKS: AT4392140, AT4392140, AT4436800, AT4460140, AT4464143, AT4481194, AT4520256, AT4535318, AT4570560, AT4612827, AT4648602, AT4722991, AT4731884, AT4761477, AT4764223, AT4799171, AT4824592 AND AT4832936						
AT4885660	2018/06/14	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY OF CANADA	GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY OF CANADA	C
REMARKS: AT4392140, AT4392140, AT4436800, AT4460140, AT4464143, AT4481194, AT4520256, AT4535318, AT4570560, AT4612827, AT4648602, AT4722991, AT4731884, AT4761477, AT4764223, AT4799171, AT4824592, AT4832936 AND AT4864798.						
AT4943186	2018/08/24	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY OF CANADA	GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY OF CANADA	C
REMARKS: AT4392140.						
AT5065440	2019/01/30	TRANSFER OF CHARGE		GOYAL, MONICA OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY	GILMORE, ED OLYMPIA TRUST COMPANY COMPUTERSHARE TRUST COMPANY	C
REMARKS: AT4392140.						
AT5131618	2019/05/08	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	RSM CANADA LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



TAB H



Government  
of Canada

Gouvernement  
du Canada

[Home](#) → [Innovation, Science and Economic Development Canada](#)

→ [Corporations Canada](#) → [Search for a Federal Corporation](#)

## Federal Corporation Information - 850959-0

[Buy copies of corporate documents](#)

### **i** Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

#### **Corporation Number**

850959-0

#### **Business Number (BN)**

816669337RC0001

#### **Corporate Name**

Sans Souci Mortgage Services Corp.

#### **Status**

Active

#### **Governing Legislation**

*Canada Business Corporations Act* - 2013-05-01

### **Registered Office Address**

7941 Jane St  
Suite 201  
Vaughan ON L4K 4L6  
Canada

### **i Note**

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. e will inform the corporation of its reporting obligations.

## **Directors**

**Minimum** 1

**Maximum** 10

Hasson Pereira  
7941 Jane Street  
Suite 201  
Vaughan ON L4K 4L6  
Canada

### **i Note**

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. e will inform the corporation of its reporting obligations.

## **Annual Filings**

**Anniversary Date (MM-DD)**

05-01

**Date of Last Annual Meeting**

2018-05-04

**Annual Filing Period (MM-DD)**

05-01 to 06-30

**Type of Corporation**

Non-distributing corporation with 50 or fewer shareholders

**Status of Annual Filings**

2019 - Overdue

2018 - Filed

2017 - Filed

**Corporate History**

**Corporate Name History**

2013-05-01 to Present

Sans Souci Mortgage Services Corp.

**Certificates and Filings**

**Certificate of Incorporation**

2013-05-01

Buy copies of corporate documents

Start New Search

[Return to Search Results](#)

**Date Modified**

2019-10-08

TAB I

---

**From:** Joseph Richard Forget <jrforget@live.ca>  
**Sent:** November 18, 2019 5:28 PM  
**To:** Stewart Thom; jeff.larry@paleareroland.com  
**Subject:** Motion: December 5, 2019  
**Attachments:** December 5 2019 motion.pdf

Please find attached a requisition form to book a motion for December 5, 2019 involving action CV-19-0613044CL

Commercial List File Number: YR/CL#####  
 Civil File Number: YR/CV#####

Date Filed: NOV 19 2015 --

? **SUPERIOR COURT OF JUSTICE – COMMERCIAL LIST**  
 REQUEST FORM NEW MATTER

A	Short Title of Proceeding: <b>FIRST SOURCE FINANCIAL MGMT INC. v. 250 7448 ONTARIO DR</b>			
B	The estimated time for the hearing of this matter is: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 33%;">45 # Minutes (s)</td> <td style="text-align: center; width: 33%;">0 # Hour(s)</td> <td style="text-align: center; width: 33%;">0 # Day(s)</td> </tr> </table>	45 # Minutes (s)	0 # Hour(s)	0 # Day(s)
45 # Minutes (s)	0 # Hour(s)	0 # Day(s)		
C	If hearing is to be 1 day or more in duration, please provide an estimate of reading time required for judge to prepare for hearing <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 33%;"># Minute(s)</td> <td style="text-align: center; width: 33%;"># Hour(s)</td> <td style="text-align: center; width: 33%;"># Day(s)</td> </tr> </table>	# Minute(s)	# Hour(s)	# Day(s)
# Minute(s)	# Hour(s)	# Day(s)		
D	The matter concerns (indicate one of the categories from the Practice Direction, (2002), 57 O.R. (3 <sup>rd</sup> ) 97 par 1 (if under clause 1(l), indicate nature of the matter and state briefly why it should be listed on the Commercial List): <b>Belieffion forfeiture of NOV 2 2015 order</b>			
E	State the date(s) and time(s) for hearing the matter that has (have) been arranged with other counsel: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">(1) Dec 5 2015 ?</td> <td style="width: 33%;">(2)</td> <td style="width: 33%;">(3)</td> </tr> </table>	(1) Dec 5 2015 ?	(2)	(3)
(1) Dec 5 2015 ?	(2)	(3)		
F	Specify if this matter is already being dealt with in the court system (giving particulars as court number and office, when and by what judge or other judicial official). Advise of any known judicial conflicts.			
G	The following materials will be necessary for the matter to be considered. (It is the responsibility of counsel to confirm that the proper materials are available for the Court.) <b>MOTION AGORD OF HASSON PEREIRA</b>			

COUNSEL FOR APPLICANT/MOVING PARTY		COUNSEL FOR OTHER PARTY	
Party	<b>HASSON PEREIRA</b>	Party	
Counsel	PRINT AND SIGN OR INITIAL	Counsel	PRINT AND SIGN OR INITIAL
Address	J Richard Forget 40 GERRARD ST E #1010 M5B 2Z8	Address	
Phone	416 605 5050	Phone	
Fax		Fax	
E-Mail	JFORGET	E-Mail	

(IF MORE THAN 2 PARTIES INVOLVED, ADD ADDITIONAL SIGNATURES AND PARTICULARS ON REVERSE OR SEPARATE PAGE)

To be submitted to: Commercial List Office, 330 University Avenue, 7<sup>th</sup> Floor, Toronto Ontario Fax to: (416) 327-5697  
 You may also convert to PDF and email to [Toronto.Commerciallist@iustice.gov.on.ca](mailto:Toronto.Commerciallist@iustice.gov.on.ca)

Endorsement/Disposition  See attached Yellow Endorsement Form

TAB J



---

**From:** Joseph Richard Forget <jrforget@live.ca>  
**Sent:** November 19, 2019 3:42 PM  
**To:** JUS-G-MAG-CSD-Toronto-SCJ Commercial List; Stewart Thom;  
jeff.larry@paliaroland.com  
**Subject:** Re: Commercial List and Estates Forms and Resource List  
**Attachments:** December 5 2019 2.pdf

Commercial List clerk:

Please find a request for a chamber matter on December 5, 2019. Please confirm the date and I will serve and file the motion record. The other counsel have not responded to yesterday's request for a motion date. As this matter is of grave concern for 100+investors, we need a chamber date to obtain a proper motion date. I cc the other lawyers.

J. Richard Forget

---

**From:** JUS-G-MAG-CSD-Toronto-SCJ Commercial List <[MAG.CSD.To.SCJCom@ontario.ca](mailto:MAG.CSD.To.SCJCom@ontario.ca)>  
**Sent:** November 18, 2019 2:42 PM  
**To:** Joseph Richard Forget <jrforget@live.ca>  
**Subject:** FW: Commercial List and Estates Forms and Resource List

Resource List

<http://www.ontariocourts.on.ca/scj/en/commerciallist/ExpNote.htm>

[www.attorneygeneral.jus.gov.on.ca](http://www.attorneygeneral.jus.gov.on.ca) <<http://www.attorneygeneral.jus.gov.on.ca>>

To Whom It May Concern:

To appear before a Judge sitting on the Commercial List, you must first canvas suitable dates with opposing counsel. You may then reserve the attendance through the Commercial List office.

To reserve an attendance through the Commercial List Office, please contact us to check the availability of the dates agreed upon with opposing counsel. Once an available date has been identified, send a completed request form either by fax or by e-mail to the Commercial List Office and we will call you to confirm when we have booked your matter. We will call the Applicant / Moving Party's phone number listed on the request form - please be sure this is the appropriate contact number.

**\*\*Please do not forget to sign the request form on behalf of your firm. You may also sign for opposing counsel (or all counsel) if the matter is being booked on consent. \*\***

If the choice of date(s) is not on consent, meaning opposing counsel is either not agreeing or not responding, please book a 9:30am chamber appointment to obtain time on the Commercial List. If there is no opposing counsel, or if you

are unsure whether there is, you must state this on the request form. Simply writing "N/A", or "unknown" is insufficient.

Counsel shall be expected to be ready to proceed with matters for which hearing times have been agreed to or set; adjournments of previously scheduled matters shall be granted only in special circumstances and for material reason. Therefore, please be sure of your date when you reserve your attendance as you may have to appear before a Judge at a 9:30am appointment to request that a matter be taken off the list once it has been booked. It is expected that materials filed for the use of the Court will be filed with the Commercial List Office at the list once it has been booked. It is expected that materials filed for the use of the Court will be filed with the Commercial List Office at least within the time prescribed by the Rules. Early filing is recommended and all materials must be filed by 2:00pm two days before the hearing. It is the responsibility of counsel to confirm that the proper materials are available for the Court.

Please do not hesitate to call the Commercial List Office if you need any further assistance.

THE COMMERCIAL LIST OFFICE

Superior Court of Justice

330 University Ave., 7th Floor

Toronto, ON - M5G 1R7

Tel.: 416-327-5043

Fax: 416-327-5697

E-Mail: [toronto.commercialist@jus.gov.on.ca](mailto:toronto.commercialist@jus.gov.on.ca)

Commercial List File Number: YR/CL/##### CV 19 0613044 CL  
 Civil File Number: YR/CV/#####

Date: NOV 19 2019 --

**SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST**  
 9:30 A.M. HEARING REQUEST FORM

A	PLEASE NOTE: The 9:30 hearing procedure is only for "ex parte, urgent, scheduling and consent matters which take no longer than 10 minutes" (Practice Direction, (2002), 57 O.R. (3 <sup>rd</sup> ) 97; paragraph 25). This restriction will be enforced. This matter is (tick one or more); <input type="checkbox"/> ex parte <input type="checkbox"/> urgent <input checked="" type="checkbox"/> scheduling <input type="checkbox"/> consent <input type="checkbox"/> other (explain)
B	Short Title of Proceeding: FIRST Source Financial MGMT INC. v. 250 7448 ONTARIO INC
C	Date(s) Requested: Dec 5 2019
D	The following is a brief description of the matter to be considered at the 9:30 appointment: -> to schedule a motion for relief from forfeiture of NOV 2019 order
E	The following materials will be necessary for the matter to be considered. (it is the responsibility of counsel to confirm that the proper materials are available for the Court.) motion RECORD OF INVESTORS
F	Is any Judge seized of these matters or any judicial conflicts? <input type="checkbox"/> No <input type="checkbox"/> The Honourable Justice

COUNSEL FOR APPLICANT/MOVING PARTY		COUNSEL FOR OTHER PARTY	
Party	J Richard Forset	Party	counsel did not respond
Counsel	JRF <small>PRINT AND SIGN OR INITIAL</small>	Counsel	by request sent NOV 18 2019 <small>PRINT AND SIGN OR INITIAL</small>
Address	40 BERARD ST. UNIT 1010 TORONTO ON M5B 2Z8	Address	
Phone	416 665 5655	Phone	
Fax		Fax	
E-Mail	JRFORSET@LIVE.CA	E-Mail	

(IF MORE THAN 2 PARTIES INVOLVED, ADD ADDITIONAL SIGNATURES AND PARTICULARS ON REVERSE OR SEPARATE PAGE)

To be submitted to: Commercial List Office, 330 University Avenue, 7<sup>th</sup> Floor, Toronto Ontario Fax to: (416) 327-5697  
 You may also convert to PDF and email to [Toronto.Commerciallist@jus.gov.on.ca](mailto:Toronto.Commerciallist@jus.gov.on.ca)

Endorsement/Disposition  See attached Yellow Endorsement Form.

TAB K

---

**From:** Stewart Thom <sthom@torkinmanes.com>  
**Sent:** November 20, 2019 2:12 PM  
**To:** Joseph Richard Forget; jeff.larry@paliareroland.com  
**Subject:** RE: December 5 chamber matter

Richard,

With respect to your motion, I have some questions. Mr. Pereira has identified himself in court to me as working with the mortgage broker in relation to the third mortgage on title to the property, Sans Souci. I am not aware that he is a creditor at all, no do the lists attached to his affidavit seem to indicate that he is an investor in the third mortgage. Please confirm for me what standing he has to bring this motion and in what respect he has any interest in these matters.

Mr. Terrelonge has his own legal counsel and I will address all issues retaining to his companies or property with his counsel, and not you.

In my view your proposed motion is critically flawed for the reasons that, without limitation:

1. It has been brought by a person with no interest in the proceedings and no standing to bring a motion. If Mr. Periera purports to represent the interest of creditors, please evidence his authorization to speak on behalf of any other person(s);
2. The question of the approval of the sale has already been determined by the court. Your client was present at the hearing, both on the originally scheduled date of October 17, 2019 and the adjourned date of November 1, 2019 . The order was not appealed;
3. With respect to the request for adjudication of the First Source discharge statement, it is premature and unnecessary. On closing, the proceeds of sale will be retained by the Receiver until further order of the court is granted respecting same. The Receiver will seek approval of any distribution to First Source in due course on notice to all parties and at that time any interested parties will have the opportunity to take whatever position they wish in relation to the propriety of amounts claimed as owing pursuant to the mortgage. There is currently a motion scheduled for December 13, 2019 in which it is intended that the Receiver will request authorization to make an interim distribution to First Source which will, at least partially, address the amounts claimed;
4. In relation to the chattels, Mr. Periera appears to be asking for relief on behalf of another party.

We will be attending on a 9:30 chambers appointment this **Friday, November 22, 2019** to address the Amendments to the Vesting Order, as per my prior communication to you. **Please be advised that in light of the above it is the Receiver's intention to request at the 9:30 AM attendance on Friday November 22, 2019 that your December 5, 2019 date be vacated, as on the basis of the record provided it does not warrant scheduling. You may accordingly wish to attend and be present.**

Should the motion proceed we will be seeking costs against Mr. Periera.

Please feel free to call me if you wish to discuss.

**Stewart Thom**  
Tel: 416-777-5197  
Fax: 1-877-689-3872

**Torkin Manes LLP**


Barristers & Solicitors

This email message, and any attachments, is intended only for the named recipient(s) above and may contain content that is privileged, confidential and/or exempt from disclosure under applicable law. If you have received this message in error, please notify the sender and delete this email message. Thank you.

---

**From:** Joseph Richard Forget [<mailto:jrforget@live.ca>]  
**Sent:** November 20, 2019 1:04 PM  
**To:** Stewart Thom; [jeff.larry@paliareroland.com](mailto:jeff.larry@paliareroland.com)  
**Subject:** December 5 chamber matter

Joseph Richard Forget has shared a OneDrive file with you. To view it, click the link below.

 motion record.pdf

---

Please find attached the motion record for December 5, chamber matter. I realize that there is a matter for November 22 however, I cannot attend. Can all matters including the November 22 matter be forwarded to December 5, 2019. Also, can the builder's, Del Terrelonge, materials remain on site until December 5, 2019 chamber matter ?

J. Richard Forget


TAB L

## Stewart Thom

---

**From:** Joseph Richard Forget <jrforget@live.ca>  
**Sent:** November 21, 2019 10:34 PM  
**To:** Stewart Thom; jeff.larry@paliareroland.com; maja@corestone.ca  
**Subject:** Authorizations

Joseph Richard Forget has shared a OneDrive file with you. To view it, click the link below.

 investors 1.pdf

1. Please find authorizations to date, I will be receiving more in the next few days.
2. These investors take the position that they were never notified and wish to have an opportunity to payout First Source Financial Management.
3. As I stated for the forgoing reasons, I do not consent to any change to the order for now and all matters can be reschedule to December 5 or December 13

richard forget



# BALLOT

## MANAGEMENT OF MORTGAGE FOR 2507448 ONTARIO INC.

Monday November 18, 2019

**Project Address:** 581 Wellington St. West, Toronto, Ontario

**Trust Companies:** Olympia Trust Company | Computershare Trust | Ed Gilmore in Trust

**To: Hasson Pereira (Financial Advisor), Ed Gilmore Bare Trustee and Accountant and J Richard Forget ( Lawyer) for Subject Project**

As per the Bare Trust Agreement Sections 6, 6.5, 6.6, 6.7 and 8 for the above-named mortgage, I hereby cast my vote for the proposal as described below :

1. I agree to the appointment of Edward Gilmore as Bare Trustee and Hasson Pereira as our court representative
2. If the Team decides and agrees, the Team can retain additional professional advice or services, in the interest of securing my investment, and I authorize that monies held by the Bare Trustee should be disbursed to cover the fees of any professional retained. If additional money is required, then the Lenders will have to contribute towards the fees towards the professional advised
3. I understand that the members of the Team will take best efforts in making decisions and will indemnify and hold harmless members of the Team and or the Bare Trustees.
4. (DONNETTE A. RAMSAY insert name) am a secured investor in the third mortgage for the property 581 Wellington Street West Toronto ON M5V 1G3 and authorize Richard Forget , Barrister and Solicitor to represent my interest in the legal proceedings against First Source Mortgage Corporation and RSM Canada Ltd the Receiver.

I AGREE with all the proposed changes described above.

I DO NOT AGREE with the proposed changes described above.

Dated this 18<sup>th</sup> day of November 2019 in Vaughan, Ontario.

DONNETTE A. RAMSAY

Lender Name (Please Print)

\_\_\_\_\_  
Witness Name (Please Print)

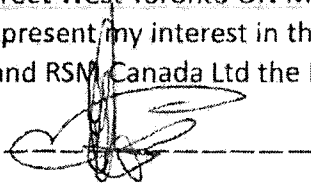
[Signature]

Lender Signature

\_\_\_\_\_  
Witness Signature


I (insert name ANDREW SUI) am a secured investor in the third mortgage for the property 581 Wellington Street West Toronto ON M5V 1G3 and authorize Richard Forget Barrister and Solicitor to represent my interest in the legal proceedings against First Source Mortgage Corporation and RSM Canada Ltd the Receiver.

Sign Name

A handwritten signature in black ink, appearing to read 'Andrew Sui', is written over a horizontal dashed line. The signature is stylized and somewhat cursive.

rhed design - 647 628 0763  
d@rhed-22.com

I (insert name SUSAN SUI) am a secured investor in the third mortgage for the property 581 Wellington Street West Toronto ON M5V 1G3 and authorize Richard Forget Barrister and Solicitor to represent my interest in the legal proceedings against First Source Mortgage Corporation and RSM Canada Ltd the Receiver.

Sign Name 

rhed design - 647 628 0763  
d@rhed-22.com

**Letter of Authorization ... Urgent**

Del Terrelonge <d@rhd.22.com>

Thu 2019-11-21 12:36 PM

To: Edward Gilmore <edgilmore@rogers.com>

Cc: Hasson Pereira <hassonpereira@outlook.com>; Miggs15@hotmail.com <Miggs15@hotmail.com>

Hi Ed, copy an paste and send the entire email below to Richard Forget and copy Hasson and Dalton and blind copy me. Del

Re 581 Wellington Street West Legal Motion

Hi Richard,

Please accept this letter as confirmation, you Joseph Richard Forget Barrister and Solicitor are authorized to act of behalf of Ed Gilmore the Bare Trustee, Olympia Trust Company, Computershare Trust Company and all of the Third Mortgage participants ( Reference Schedule A List Attached ) who are secured creditors on the property known as 581 Wellington Street West Toronto ON M5V 1G3 as per the retainer agreement executed by Hasson Pereira.

All of the individual participants have been sent the above authorization for legal representation and are requested to sign at the bottom of the page and return to Hassan Pereira as soon as possible.

As you can appreciate there is an extensive list of secured participants and Hasson is doing his utmost to obtain all of the signatures on an urgent basis.

Regards,

Ed Gilmore  
Bare Trustee for the third mortgage investors.

**Investor Authorization Letter**

*DALTON JOHNSON*

I ( Insert name \_\_\_\_\_ ) am a secured investor in the third mortgage for the property 581 Wellington Street West Toronto ON M5V 1G3 and authorize Richard Forget Barrister and Solicitor to represent my interest in the legal proceedings against First Source Mortgage Corporation and RSM Canada Ltd the Receiver.

Sign Name

*Dalton Johnson*

2. Hasson needs to send a copy of Ed's email above and the authorization letter below to the investors for immediate signature.

DAVID JOHNSON  
I (insert name DAVID JOHNSON) am a secured investor in the third mortgage for the property 581 Wellington Street West Toronto ON M5V 1G3 and authorize Richard Forget Barrister and Solicitor to represent my interest in the legal proceedings against First Source Mortgage Corporation and RSM Canada Ltd the Receiver.

Sign Name David Johnson

From: Hasson Pereira hassonpereira@outlook.com  
Subject: Signed doc Ballot  
Date: Nov 21, 2019 at 7:30:16 PM  
To: J Richard Forget jrforget@live.ca  
Cc: Ed Gilmore (edgilmore@rogers.com) edgilmore@rogers.com, Del  
Torrelonge (d@rhed-22.com) d@rhed-22.com, Hope Ramsay  
ramsayhope@gmail.com, Shirnette (maushirn@gmail.com)  
maushirn@gmail.com, Michael Cuthbert miwec@yahoo.ca,  
Osbourne Codner ocodner@msn.com, Fauzan Karim  
fozkarim@yahoo.ca, Allan Wright (awright13@gmail.com)  
awright13@gmail.com, clement ferguson birdbeek2001@yahoo.ca

---

Hasson Pereira  
President  
Sans Souci Financial Services Inc .  
Bus: 1-437 243 2626

## BALLOT

### MANAGEMENT OF MORTGAGE FOR 2507448 ONTARIO INC.

Monday November 18, 2019

**Project Address:** 581 Wellington St. West, Toronto, Ontario

**Trust Companies:** Olympia Trust Company | Computershare Trust | Ed  
Gilmore in Trust

**To: Hasson Pereira ( Financial Advisor), Ed Gilmore Bare Trustee and Accountant and J  
Richard Forget ( Lawyer) for Subject Project**

As per the Bare Trust Agreement Sections 6, 6.5, 6.6, 6.7 and 8 for the above-named mortgage, I hereby cast my vote  
for the proposal as described below :

1. I agree to the appointment of Edward Gilmore as Bare Trustee and Hasson Pereira as our court representative
2. If the Team decides and agrees, the Team can retain additional professional advice or services, in the interest of  
securing my investment, and I authorize that monies held by the Bare Trustee should be disbursed to cover the  
fees of any professional retained. If additional money is required, then the Lenders will have to contribute  
towards the fees towards the professional advised
3. I understand that the members of the Team will take best efforts in making decisions and will indemnify and hold  
harmless members of the Team and or the Bare Trustees.
4. I ( Hasson Pereira ) am a secured investor in the third mortgage for the property 581 Wellington Street West  
Toronto ON M5Y 1G3 and authorize Richard Forget , Barrister and Solicitor to represent my interest in the legal  
proceedings against First Source Mortgage Corporation and RSM Canada Ltd the Receiver.



I AGREE with all the proposed changes described above.



I DO NOT AGREE with the proposed changes described above.

Dated this 18<sup>th</sup> day of November 2019 in Vaughan, Ontario.

Hasson Pereira

Lender Name (Please Print)

Witness Name (Please Print)



Lender Signature

Witness Signature

November 21, 2019

Re 581 Wellington Street West Legal Motion

Hi Richard,

Please accept this letter as confirmation, you Joseph Richard Forget Barrister and Solicitor are authorized to act of behalf of Ed Gilmore the Bare Trustee, Olympia Trust Company, Computershare Trust Company and all of the Third Mortgage participants ( Reference Schedule A List Attached ) who are secured creditors on the property known as 581 Wellington Street West Toronto ON M5V 1G3 as per the retainer agreement executed by Hasson Pereira.

All of the individual participants have been sent the above authorization for legal representation and are requested to sign at the bottom of the page and return to Hassan Periera as soon as possible.

As you can appreciate there is an extensive list of secured participants and Hasson is doing his utmost to obtain all of the signatures on an urgent basis.

Regards,

A handwritten signature in black ink, appearing to read 'Ed Gilmore', written in a cursive style.

Ed Gilmore  
Bare Trustee for the third mortgage investors.



**TAB M**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

-and-

2507448 ONTARIO INC.

Respondent

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, and section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43

**AFFIDAVIT OF SERVICE**

I, Stewart Thom, of the City of Toronto, in the Province of Ontario, MAKE OATH AND  
SAY:

1. I am a lawyer with the law firm of TORKIN MANES LLP and, as such, have knowledge of the following matters.
2. I served the Applicant, First Source Financial Management Inc., with the Motion Record returnable October 17, 2019 by sending a copy by e-mail to jeff.larry@paliareroland.com (Jeffrey Larry) & daniel.rosenbluth@paliareroland.com (Daniel Rosenbluth) on October 10, 2019, the lawyers for the Applicant, at the law firm of Paliare Roland Rosenberg Rothstein LLP, Barristers and Solicitors.
3. I served the Respondent, 2507448 Ontario Inc., with the Motion Record returnable October 17, 2019 by sending a copy by e-mail to maja@corestone.ca on October 10, 2019 to

Maja Milosevic, the lawyer for the Respondent, at the law firm of Corestone Law, Barristers and Solicitors.

4. I served Ed Gilmore, with the Motion Record returnable October 17, 2019 by sending a copy by e-mail to edgilmore@rogers.com on October 10, 2019.

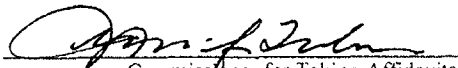
5. I served the Canada Revenue Agency ("CRA"), with the Motion Record returnable October 17, 2019 by sending a copy by e-mail to diane.winters@justice.gc.ca on October 10, 2019 to Diane Winters, the lawyer for CRA, at the Department of Justice, Ontario Regional Office.

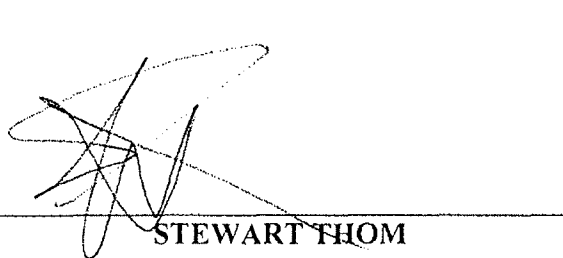
6. I served Dalton G. Johnson, with the Motion Record returnable October 17, 2019 by sending a copy by e-mail to him at miggs15@hotmail.com on October 10, 2019.

7. I served Married to Giants, with the Motion Record returnable October 17, 2019 by sending a copy by e-mail to ben@marriedtogiants.com (Ben Valiquette) on October 10, 2019.

8. Attached hereto and marked as **Exhibit "A"** is a copy of the e-mail correspondence attaching the said Motion Record.

**SWORN BEFORE ME** at the City of  
Toronto, in the Province of Ontario on  
October 11, 2019

  
Commissioner for Taking Affidavits  
(or as may be)

  
STEWART THOM

This is Exhibit "A" referred to in the Affidavit of Service of Stewart Thom, sworn October 11, 2019.

  
\_\_\_\_\_  
Commissioner for Taking Affidavits (or as may be)

---

**From:** Stewart Thom  
**Sent:** October 10, 2019 6:05 PM  
**To:** jeff.larry@paliaroland.com; daniel.rosenbluth@paliaroland.com; maja@corestone.ca; edgilmore@rogers.com; JohnsonS@olympiatruster.com; diane.winters@justice.gc.ca; miggs15@hotmail.com; ben@marriedtogiants.com  
**Cc:** Josset-Patricia Johnson; Daniel.Weisz@rsmcanada.com; Brenda.Wong@rsmcanada.com  
**Subject:** CV-19-00613044-00CL First Source Financial Management Inc. v. 2507448 Ontario Inc.  
**Attachments:** 20191010\_1700272169.zip

Please find attached the Motion Record of the Receiver, **returnable on October 17, 2019**. Should you require a hard copy of same, copies will be provided on request.

Yours truly,

---

**Stewart Thom**  
Tel: 416-777-5197  
Fax: 1-877-689-3872  
[sthom@torkinmanes.com](mailto:sthom@torkinmanes.com)  
[VCard](#)

**Torkin Manes LLP**  
Barristers & Solicitors

151 Yonge Street, Suite 1500  
Toronto ON M5C 2W7  
[torkinmanes.com](http://torkinmanes.com)

Named Canada's Regional Law Firm of the Year by *Chambers and Partners*  
Ranked the #1 Ontario Regional Law Firm by *Canadian Lawyer*

An international member of [Ally Law](#)

This email message, and any attachments, is intended only for the named recipient(s) above and may contain content that is privileged, confidential and/or exempt from disclosure under applicable law. If you have received this message in error, please notify the sender and delete this email message. Thank you.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

-and-

2507448 ONTARIO INC.

Respondent

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, and section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43

**AFFIDAVIT OF SERVICE**

I, Josset Johnson, of the City of Burlington, in the Regional Municipality of Halton,

MAKE OATH AND SAY:

1. I am a Legal Assistant with the law firm of TORKIN MANES LLP, lawyers for the Receiver, RSM Canada Limited and, as such, have knowledge of the following matters.
2. I served Dalton G. Johnson, with the Motion Record returnable October 17, 2019 by sending a copy by Blizzard Courier Service Ltd., a courier to 902 - 100 Lotherton Pathway, North York ON M6B 2G8.
3. The copy was given to the courier on October 11, 2019.
4. I served Olympia Trust Company, with the Motion Record returnable October 17, 2019 by sending a copy by FedEX, a courier, to 2200, 125-9th Avenue SE, Calgary, AB T2G 0P6.

5. The copy was given to the courier on October 11, 2019.
6. I served Computershare Trust Company, with the Motion Record returnable October 17, 2019 by sending a copy by Blizzard Courier Service Ltd., a courier, to 100 University Avenue, 11th Floor, Toronto, ON M5J 2Y1.
7. The copy was given to the courier on October 11, 2019.
8. I served Zaherali Visram, with the Motion Record returnable October 17, 2019 by sending a copy by Blizzard Courier Service Ltd., a courier, to 7 Laredo Court, North York, ON M2M 4H7.
9. The copy was given to the courier on October 11, 2019.

SWORN BEFORE ME at the City of  
Toronto, in the Province of Ontario on  
October 11, 2019

*M. Ventura*

Commissioner for Taking Affidavits  
Margaret Ventura, Commissioner, etc.,  
Province of Ontario, for Torkin Manes LLP,  
Barristers and Solicitors.  
Expires March 16, 2021.

*Josset Johnson*

JOSSET JOHNSON

RCP-E 16B (May 1, 2016)

FIRST SOURCE FINANCIAL MANAGEMENT INC.  
Applicant

-and- 2507448 ONTARIO INC.  
Respondent

Court File No. CV-19-00613044-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**AFFIDAVIT OF SERVICE**

**TORKIN MANES LLP**  
Barristers & Solicitors  
151 Yonge Street, Suite 1500  
Toronto ON M5C 2W7

Stewart Thom (55695C)  
sthom@torkinmanes.com  
Tel: 416-777-5197  
Fax: 1-877-689-3872

Lawyers for the Receiver, RSM Canada Limited

RCP-E 4C (May 1, 2016)



FIRST SOURCE FINANCIAL MANAGEMENT INC.  
Applicant

-and- 2507448 ONTARIO INC.  
Respondent

Court File No. CV-19-00613044-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**MOTION RECORD**  
(Motion Returnable December 5, 2019)

**TORKIN MANES LLP**  
Barristers & Solicitors  
151 Yonge Street, Suite 1500  
Toronto ON M5C 2W7

Stewart Thom (55695C)  
sthom@torkinmanes.com  
Tel: 416-777-5197  
Fax: 1-877-689-3872

Lawyers for the Receiver, RSM Canada Limited

RCP-E 4C (May 1, 2016)