

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

**TREZ CAPITAL LIMITED PARTNERSHIP and COMPUTERSHARE  
TRUST COMPANY OF CANADA**

Applicants

and

**WYNFORD PROFESSIONAL CENTRE LTD. and GLOBAL MILLS INC.**

Respondents

**MOTION RECORD OF THE RECEIVER FOR THE RESPONDENT  
WYNFORD PROFESSIONAL CENTRE LTD.**

**Motion Returnable July 4, 2014**

June 30, 2014

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Court File No. CV-14-10493-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

**TREZ CAPITAL LIMITED PARTNERSHIP and COMPUTERSHARE  
TRUST COMPANY OF CANADA**

Applicants

and

**WYNFORD PROFESSIONAL CENTRE LTD. and GLOBAL MILLS INC.**

Respondents

**NOTICE OF MOTION**

Collins Barrow Toronto Limited, in its capacity as court appointed Receiver (the “**Receiver**”) of the assets, undertakings and properties of the respondent Wynford Professional Centre Ltd. (the “**Debtor**”), will make a Motion to a Judge presiding over the Commercial List on Friday, July 4, 2014 at 9:30 a.m., or as soon after that time as the Motion can be heard at the court house, 330 University Avenue, 8th Floor, Toronto, Ontario, M5G 1R7.

**PROPOSED METHOD OF HEARING:** The Motion is to be heard (choose appropriate option)

in writing under subrule 37.12.1(1) because it is (insert one of on consent, unopposed or made without notice);

in writing as an opposed motion under subrule 37.12.1(4);

orally.

**THE MOTION IS FOR** an order substantially in the form of the draft attached hereto as Schedule A:

- (a) If necessary, abridgement of the time for service of the Notice of Motion and Motion Record herein and dispensing with further service thereof;
- (b) Approval of the Receiver's activities as described in the First Report of the Receiver dated June 30, 2014 (the "**First Report**");
- (c) Authorizing the Receiver to increase the amount that may be borrowed pursuant to paragraph 20 of the Order of the Honourable Mr. Justice Wilton-Siegel dated April 2, 2014 (the "**Appointment Order**") from \$500,000.00 to \$2,000,000.00 effective as of April 2, 2014 and allowing the Receiver to issue Receiver's Certificates in the form as set out in the Appointment Order dated as of advances previously received as borrowings from the Applicant ("**Trez**") as set out in the First Report;
- (d) The costs of this motion payable from the estate of the Debtor; and,
- (e) Such further and other Relief as to this Honourable Court may seem just.

**THE GROUNDS FOR THE MOTION ARE:**

- (a) Pursuant to the Appointment Order the Receiver was appointed Receiver without security of all lands and premises as described in the said Order and for all the assets, undertakings and properties of the Debtor acquired for or used in relation to a business carried on by the Debtor.

- (b) Further, pursuant to the terms of the Appointment Order the Receiver was authorized to take possession of and exercise control over the Debtor's property and to receiver, preserve or protect the property or any parts thereof. Pursuant to the terms of the Appointment Order the Receiver was authorized to take any steps reasonably incidental to the exercise of its powers or the performance of any statutory obligations.
- (c) The asset of the Debtor, being the property as described in the Appointment Order, consists of 80 commercial condominium units located in a commercial office building at 18 Wynford Drive, Toronto, Ontario. The said condominium units comprise approximately 80% of all units at the said premises.
- (d) As described in the First Report, almost immediately upon taking possession of the property, the Receiver was advised by the condominium corporation for the units that common expense fees for the units were in arrears of several years, and that it was the intention of the condominium corporation to immediately place a notice of lien upon the units in accordance with the terms of the *Condominium Act* for three months' of the said arrears plus legal fees incurred thereon if not paid immediately.
- (e) Accordingly, the Receiver arranged with Trez, the sole secured creditor, to advance funds in an amount sufficient to pay three months of common expense arrears for the said units.
- (f) Further, upon taking possession of the property the Receiver learned that there were property tax arrears for the property from 2013 and 2014. In order to avoid interest

and further charges with respect to the property tax arrears, the Receiver obtained additional funds by way of advance from Trez to pay the said arrears.

- (g) The next property tax instalment on the property is due on July 2, 2014 and the Receiver requires sufficient funds in order to pay same and avoid further interest and charges.
- (h) The Receiver has paid common expense charges and other expenses for the said units since the time it has taken possession of them and has had to take advances from Trez in order to have sufficient funds to do so.
- (i) Although some of the units were the subject of leases at the time of the Appointment Order, the income from those leases has been insufficient to pay all expenses associated with the units. Accordingly, the Receiver has had to borrow funds from Trez as indicated above and as set out in the Cash Flow Statement attached to the First Report.
- (j) Additionally, the Receiver has been advised of a possible priority issue as between Trez and the condominium corporation with respect to the common expense arrears as set out in the First Report. As a result of the potential issue in which the condominium corporation may have priority for payment of common expense arrears over that of Trez's security, it is necessary for the Receiver to borrow funds from Trez pursuant to the issuance of a Receiver's Certificate, as opposed to advancement under its security as permitted pursuant to paragraph 24 of the Appointment Order in order to ensure that the Receiver will have access to funds as required to operate under the receivership.



- (k) Because of the urgency in requiring funds to pay the common expense arrears, the property taxes, and other expenses, and that the possible priority issue was not known nor addressed, the Receiver was unable to seek an increase in its borrowing ability in sufficient time so as to insure that it properly maintained the Debtor's assets.
- (l) Such further and other grounds as the lawyers may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Motion:

- (a) First Report of the Receiver; and
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

June 30, 2014

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Schonfeld Inc.

## SCHEDULE A

Court File No. CV-14-10493-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE	)	FRIDAY, THE 4TH
	)	
JUSTICE	)	DAY OF JULY, 2014

B E T W E E N:

*(Court Seal)*

**TREZ CAPITAL LIMITED PARTNERSHIP and COMPUTERSHARE  
TRUST COMPANY OF CANADA**

Applicants

and

**WYNFORD PROFESSIONAL CENTRE LTD. and GLOBAL MILLS INC.**

Respondents

**ORDER**

THIS MOTION, made by Collins Barrow Toronto Limited, in its capacity as court appointed Receiver (the “**Receiver**”) of the assets, undertakings and properties of the respondent Wynford Professional Centre Ltd. (the “**Debtor**”), for the relief as set out below was heard this day at the court house, 330 University Avenue, 8th Floor, Toronto, Ontario, M5G 1R7.

ON READING the Motion Record dated June 30, 2014 filed on behalf of the Receiver including the First Report of the Receiver dated June 30, 2014 (the “**First Report**”) and on hearing

the submissions of counsel for the Receiver, no other person appearing although served with the Notice of Motion in accordance with the affidavit of service filed herein,

1. **THIS COURT ORDERS** that the capitalized terms not otherwise defined in this order shall have the meaning as described thereto in the First Report.
2. **THIS COURT ORDERS** that the First Report and the activities and conduct that the Receiver has described therein are hereby ratified and approved.
3. **THIS COURT ORDERS** that the Appointment Order is hereby varied to authorize the Receiver to increase the amount which it may borrow by way of revolving credit or otherwise from \$500,000.00 set out therein to \$2,000,000.00, that paragraph 20 of the Appointment Order is hereby varied to allow such increase and that it shall be effective as of the date of the said order, being April 2, 2014.
4. **THIS COURT ORDERS** that the Receiver is hereby authorized to issue Receiver's Certificates as set out in the Appointment Order for the amounts and dates of advances from the applicants herein as set out in the First Report and that all such Receiver's Certificates issued therein shall be valid as of the date of the Certificate *nunc pro tunc*.
5. **THIS COURT ORDERS** that the Receiver's costs of the within motion including its fees and those of its counsel should be payable from the estate of the Debtor.

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(Signature of Judge)

**TREZ CAPITAL LIMITED PARTNERSHIP et al.**  
Applicants

**WYNFORD PROFESSIONAL CENTRE LTD. et al.**  
Respondents

Court File No. CV-14-10493-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**

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RCP-E4C (July 1, 2007)

**TREZ CAPITAL LIMITED PARTNERSHIP et al.**  
Applicants

-and-

**WYNFORD PROFESSIONAL CENTRE LTD. et al.**  
Respondents

Court File No. CV-14-10493-00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

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**NOTICE OF MOTION**

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RCP-E 4C (July 1, 2007)

Court File No. CV-14-10493-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**TREZ CAPITAL LIMITED PARTNERSHIP and COMPUTERSHARE  
TRUST COMPANY OF CANADA**

**Applicant**

**- and -**

**WYNFORD PROFESSIONAL CENTRE LTD. and GLOBAL MILLS INC.**

**Respondent**

**FIRST REPORT OF THE RECEIVER ON  
WYNFORD PROFESSIONAL CENTRE LTD.**

**June 30, 2014**



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## I. INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (Commercial List) (“**Court**”) dated April 2, 2014 (the “**Appointment Order**”), Collins Barrow Toronto Limited (“**CBTL**”) was appointed receiver (the “**Receiver**”), without security, of all lands and premises legally described in Schedule “A” of the Appointment Order and for all of the assets, undertakings and properties of Wynford Professional Centre Ltd. (“**Wynford**” or the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”). A copy of the Appointment Order is attached as Appendix “A”.
2. The Appointment Order authorized the Receiver to, among other things:
  - (a) take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property; and
  - (b) manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor.
3. In addition, the Appointment Order empowers the Receiver to borrow monies to fund the receivership:
  - (a) pursuant to Paragraph 20 of the Appointment Order, a principal amount(s) not to exceed \$500,000 (or such greater amount as this Court may by further Order authorize), which advance(s) will be repaid 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

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Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4), and 81.6(2) of the Bankruptcy and Insolvency Act; and

(b) pursuant to Paragraph 24 of the Appointment Order, advances from the Applicant, which advances will be secured by the Applicant's security on the Property with the same priority that may attach to such security.

4. The Court Order referred to in this report together with related Court documents have been posted on the Receiver's website, which can be found at <http://www.collinsbarrow.com/en/cbn/wynford-professional-centre-ltd>.

#### **Purpose of First Report**

5. The purpose of this first report of the Receiver (the "**First Report**") is to:
- (a) set out information with respect to issues raised regarding the priority of the security held by the Applicant secured creditor ("**Trez**" or the "**Applicant**") of the Debtor;
  - (b) provide the Court with a summary of the Receiver's cash receipts and disbursements for the period April 2, 2014 to June 20, 2014;
  - (c) provide the Court with the Receiver's projected six month cash flow to September 30, 2014 demonstrating the need for additional funds to cover the ongoing carrying costs of the Property and costs pertaining to the administration of the receivership;
  - (d) seek an order increasing the amount that may be borrowed pursuant to Paragraph 20 of the Appointment Order from \$500,000 to \$2,000,000 effective as of April 2, 2014; and

- 
- (e) seek an order granting leave to the Receiver to issue Receiver's Certificates pursuant to Paragraph 20 of the Appointment Order for the advances made by Trez on April 30, 2014 and May 2, 2014, dated those same dates.

### **Terms of Reference**

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

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## II. BACKGROUND

8. Wynford is an Ontario corporation which was incorporated on July 9, 2009 as Highland Creek Homes Ltd. and subsequently, on January 26, 2011, changed its name to Wynford Professional Centre Ltd., and is a single purpose corporation.
9. The Property is comprised of 83 commercial condominium units and 297 parking spaces in a commercial condominium office building located at 18 Wynford Drive in the City of Toronto, Ontario (the 'Building'), and represents approximately 70% of all of the units in the building. The office building is comprised of seven floors and the Debtor owns units on every floor except the fourth floor.
10. The Property encompasses approximately 97,000 square feet, of which only 32,700 square feet is occupied by tenants. The other units owned by the Debtor are vacant and, in some cases, have never been occupied or built out.
11. The Applicant, Trez, is a commercial mortgage lender which advanced \$9,850,000 to Wynford in March 2013, with the loan secured by a mortgage on the Property amongst other security granted. As of the date of receivership, the Debtor's liability to the mortgagee was \$9,955,460.82. Trez is the only secured creditor of the Debtor.

## III. RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

12. Attached as Appendix "B" is the Receiver's Interim Statement of Receipts and Disbursements for the period April 2, 2014 to June 20, 2014. During this period, operating receipts were \$232,609 while disbursements were \$896,708, resulting

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in a net cash deficit of \$664,099. Due to the high vacancy rate, the Debtor's income is insufficient to cover its current operating costs.

13. In addition to current expenses, the Debtor owed \$150,524 in common expense fee arrears ("fee arrears"). On April 22, 2014, the Receiver received notice from the condominium corporation, MTCC # 1037, that it would be registering a lien against the Property in respect of the fee arrears for the prior three months, pursuant to the terms of the *Condominium Act*.
14. In addition to fee arrears, the Debtor owed the City of Toronto \$329,874 in respect of 2013 property tax and \$159,768 for 2014 property tax payments.
15. In order to avoid the legal and other costs for registration associated with MTCC # 1037's registration of its lien against the Property which were estimated to be at least \$50,000, and to minimize the penalties and interest payable on property tax arrears, the Receiver obtained financing from the Applicant to pay these arrears.
  - (a) on April 30, 2014, the amount of \$500,000 was advanced by the Applicant pursuant to Paragraph 20 of the Appointment Order,
  - (b) on April 30, 2014, the amount of \$50,853 was advanced by the Applicant pursuant to Paragraph 24 of the Appointment Order; and
  - (c) on May 2, 2014, the additional amount of \$173,524.42 was advanced by the Applicant pursuant to Paragraph 24 of the Appointment Order.
16. The amounts advanced pursuant to Paragraph 24 of the Appointment Order were requested and received by the Receiver prior to it being aware of a possible issue regarding the priority of the secured lender, Trez, and of being advised of the position being put forward by MTCC # 1037 that MTCC # 1037 may have

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priority over Trez's advances made under its security in respect of additional fee arrears, consisting of arrears not previously paid by the Receiver, including those that pre-dated Trez's security and advances made by Trez to the Debtor.

#### **IV. PRIORITY CLAIMS**

17. Shortly after its appointment, and in dealing with representatives of MTCC # 1037 including its counsel regarding the fee arrears, the Receiver was made aware of certain facts which existed, and which lead to it being advised by MTCC # 1037 that MTCC # 1037 may take the position that it has priority over Trez for the said arrears.
18. Apparently false Status Certificates for the units indicating no arrears was given by MTCC # 1037 to Trez at the time of its advance, although in reality such arrears did exist. The Status Certificates were drafted on behalf of MTCC # 1037 by the property management company it had retained, the principals of which are also principals of the Debtor.
19. Because the units owned by the Debtor represented the overwhelming majority of those in the Building, the property management company apparently utilized funds from MTCC # 1037's reserve fund for common expenses which, as insufficient amounts were available from the fees paid by other unit holders, caused the reserve fund to be completely depleted by the time of the Receiver's appointment.
20. The Receiver has been advised that MTCC # 1037 has commissioned a reserve fund study which is scheduled to be completed by the end of July 2014, and

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which should set out whether a special assessment for common expenses of unit holders may be required.

21. MTCC # 1037 has taken the position that it effectively has priority for the fee arrears over advances made by Trez: this position is based on the fact that either the said fee arrears would become a debt of any purchaser and that such purchaser would not close without the Receiver paying the fee arrears on or before closing, which effectively diminishes the amount to be repaid to Trez by the amount of the arrears. Alternatively, it is likely that any purchaser would not close unless there was a reduction in the purchase price equal to the fee arrears, which, again, would effectively put the amount of those arrears in priority to Trez. Accordingly, the fee arrears would become a *de facto* priority in that they would have to be paid to allow any unit sale to close.
22. Further, it is a possibility that the reserve fund study may recommend a special common expense assessment be levied against the unit holders by MTCC # 1037, which would then be imposed; non-payment of any such assessment could then be enforced by registration of lien under the *Condominium Act*, which would be in priority to Trez.

#### **V. RECEIVER'S BORROWINGS**

23. As set out herein, the Receiver has to date borrowed in excess of the \$500,000 for which it had been authorized to issue Certificates, with such excess being borrowed pursuant to Paragraph 24 of the Appointment Order as advances from Trez pursuant to its security.



- 
24. At the time of the Receiver's borrowings that were made pursuant to Paragraph 24, the issue of the possible and claimed priority of MTCC # 1037 was not known to the Receiver; further, at that time funds were required quickly in order to avoid the possibility of increased costs caused by registration of liens as set out above, as MTCC # 1037 had indicated that it would register the said liens immediately to protect its position unless payment was made forthwith; and to avoid further interest being charged, and enforcement proceedings being taken, for property tax arrears, which as set out above, were almost \$500,000. Accordingly, the Receiver borrowed the excess by way of an advance from Trez on the understanding that such funds would have priority over any other indebtedness.
25. In light of the above, the Receiver is seeking leave to issue Certificates up to the amount of \$2,000,000 retroactive to the date of its appointment of April 2, 2014, including allowing it to issue Certificates, dated as of the dates the said funds were advanced to the Receiver, for the funds previously borrowed pursuant to Paragraph 24.

## **VI. RECEIVER'S PROJECTED CASH FLOW**

26. Attached hereto as Appendix "C" is the Receiver's Projected Cash Flow for the period April 2, 2014 to September 30, 2014 which indicates that estimated cash receipts will be \$424,340 while total cash disbursements are estimated at \$1,439,052.
27. Based on the anticipated cash shortfall of \$1,014,711, the Receiver's borrowings from the date of the Appointment Order would be at least \$1,014,711 to meet cash requirements for the six month period ending September 30, 2014.

28. Given the current uncertainty as to the priority of condominium fees as against a mortgage secured on the Property, the Applicant is reluctant to fund further advances without the protection of a priority charge pursuant to Paragraph 20 of the Appointment Order.
29. The Receiver considers it necessary and desirable to borrow additional monies from the Applicant in order to keep current on property tax payments and avoid penalty and interest payments. The Receiver also considers it fair and reasonable that the Applicant be fully protected for monies that it advances and has advanced to the Receiver to fund the administration of the estate.

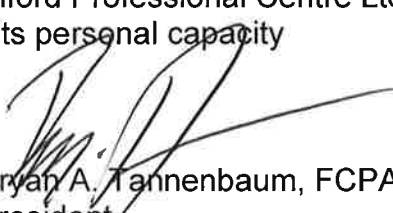
## **VII. CONCLUSION**

30. The Receiver respectfully requests that the Court grant an Order which provides for the following:
- (a) increasing the borrowing limit under Paragraph 20 of the Appointment Order to \$2,000,000 effective as of April 2, 2014; and
  - (b) granting leave to the Receiver to issue Receiver's Certificates pursuant to Paragraph 20 of the Appointment Order for the advances made by Trez on April 30, 2014 and May 2, 2014, dated those same dates.

All of which is respectfully submitted to this Court as of this 30<sup>th</sup> day of June, 2014.

**COLLINS BARROW TORONTO LIMITED**

In its capacity as Court Appointed Receiver  
of Wynford Professional Centre Ltd. and  
not in its personal capacity

  
Per: Bryan A. Tannenbaum, FCPA, FCA, FCIRP  
President

## **APPENDIX A**

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Court File No. CV-14-10493-00CL

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

THE HONOURABLE MR. )

WEDNESDAY, THE 2<sup>ND</sup>

JUSTICE WILTON-SIEGEL )

DAY OF APRIL, 2014 )

**TREZ CAPITAL LIMITED PARTNERSHIP and COMPUTERSHARE TRUST  
COMPANY OF CANADA**

Applicants

-and-

**WYNFORD PROFESSIONAL CENTRE LTD. and GLOBAL MILLS INC.**

Respondents

**ORDER**

**THIS APPLICATION** made by the Applicants 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 Collins Barrow Toronto Limited as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Wynford Professional Centre Ltd. ("**Wynford**") (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, and for other relief, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Gaetano Coscia sworn March 28, 2014, and the Exhibits thereto and on hearing the submissions of counsel for Applicants and the Respondents and on reading the consent of Collins Barrow Toronto 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, Collins Barrow Toronto Limited is hereby appointed Receiver, without security, of all lands and premises legally described in Schedule "A", and for of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

**RECEIVER'S POWERS**

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (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 undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) 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, 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;
- (k) 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;

- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,] shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (m) 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;
- (n) 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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;



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- (q) 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;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) 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**

4. **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.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.



**NO EXERCISE OF RIGHTS OR REMEDIES**

9. **THIS COURT ORDERS** that all rights and remedies against the 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**

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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 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, 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

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### EMPLOYEES

13. **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

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the 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**

15. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the 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**

16. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, 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.

18. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.



21. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

24. **THIS COURT ORDERS** that notwithstanding paragraphs 21-24 inclusive, and as alternate thereto, the Receiver is hereby authorized to borrow money to fund the exercise of its powers and duties hereunder by way of advances from the Applicant, which advances shall be secured by the Applicant's security on the Property (including without limitation the Wynford Mortgage as defined and attached as an exhibit to the Coscia Affidavit), with the same priority that may attach to such security.

#### **GENERAL**

25. **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.

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

27. **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.

28. **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.

29. **THIS COURT ORDERS** that the Applicant and the Receiver and any party who has served a Notice of Appearance, may serve any materials in this proceeding by e-mailing a pdf or other electronic copy of such materials to counsels' e-mail addresses as recorded on the Service List from time to time, in accordance with the e-filing protocol of the Commercial List to the extent practicable.

30. **THIS COURT ORDERS** that the Applicants shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicants' security or, if not so provided by the Applicants' security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

31. **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 - 2 2014

*NB*

*G. Hon. W.J.*



SCHEDULE "A" OF THE ORDER IS INTENTIONALLY LEFT OUT.

SCHEDULE "A" IS COMPRISED OF EIGHTY-FOUR (84) PAGES OF THE  
PIN DESCRIPTIONS WHICH COMPRISE THE PROPERTY.

SCHEDULE "A" FORMS PART OF THE ORIGINAL ORDER  
FILED WITH THE COURT.

**SCHEDULE "B"**

## RECEIVER CERTIFICATE

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

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

1. THIS IS TO CERTIFY that Collins Barrow Toronto Limited, the receiver (the "Receiver") of the assets, undertakings and properties of Wynford Professional Centre Ltd. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 2<sup>nd</sup> of April, 2014 (the "Order") made in an action having Court file number \_\_\_\_-CL-\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2014.

Collins Barrow Toronto Limited, solely in its capacity as Receiver of the Property, and not in its personal capacity

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

Name:

Title:

**TREZ CAPITAL LIMITED  
PARTNERSHIP et al.**

- and -

**WYNFORD PROFESSIONAL  
CENTRE LTD. et al.**

*Applicant(s)*

*Respondent(s)*

Court File No.: CV-14-10493-00CL

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

IN THE MATTER OF Section 101 of the  
*Courts of Justice Act* and Section 243 of the *Bankruptcy and  
Insolvency Act*

PROCEEDING COMMENCED AT TORONTO

**ORDER**

**ROBINS APPLEBY LLP**

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Lawyers for the Applicants

## **APPENDIX B**

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Collins Barrow Toronto Limited  
 Court Appointed Receiver of Wynford Professional Centre Ltd.  
 Interim Statement of Receipts and Disbursements  
 For the period April 2, 2014 to June 20, 2014

Receipts	
Rental income	\$ 170,518
Parking income	12,767
HST Collected	23,827
Other (1)	25,496
Total receipts	<u>\$ 232,609</u>
Disbursements	
Current operating costs:	
Condo fees	\$ 96,994
Insurance	7,331
Miscellaneous	517
Property Manager	2,000
Property taxes	70,470
Receiver's fees	38,606
HST paid	37,540
PST paid	507
Repair and maintenance costs	165
Utilities	2,412
Arrears paid	
Condo fees	150,524
2014 Property taxes	159,768
2013 Property taxes	329,874
Total disbursements	<u>\$ 896,708</u>
Net cash inflow (deficit)	\$ (664,099)
Advances from secured lender (2)	<u>724,377</u>
<b>Net cash position after advances</b>	<b><u><u>\$ 60,279</u></u></b>

## Notes:

- (1) Cash transferred from Schonfeld Inc.
- (2) Funds advanced from Trez Capital Limited Partnership.

*This Appendix forms part of the Receiver's report to the Court dated June 30, 2014 and should only be read in conjunction therewith.*

## **APPENDIX C**

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Collins Barrow Toronto Limited  
 Court Appointed Receiver of Wynford Professional Centre Ltd.  
 Projected Cash Flow for the period April 2, 2014 to September 30, 2014

	Note	<u>Actual</u> <u>April</u>	<u>Actual</u> <u>May</u>	<u>Forecast</u> <u>June</u>	<u>Forecast</u> <u>July</u>	<u>Forecast</u> <u>August</u>	<u>Forecast</u> <u>Sept.</u>	<u>April to</u> <u>Sept. 2014</u>
<b>Receipts</b>								
Rental income		\$ 47,114	\$ 62,649	\$ 57,000	\$ 54,000	\$ 54,000	\$ 54,000	\$ 328,763
Parking income		4,177	4,019	4,000	4,000	4,000	4,000	24,196
HST Collected		6,668	8,667	7,930	7,540	7,540	7,540	45,885
Other	(1)	25,496	-	-	-	-	-	25,496
<b>Total receipts</b>		<b>83,455</b>	<b>75,335</b>	<b>68,930</b>	<b>65,540</b>	<b>65,540</b>	<b>65,540</b>	<b>424,340</b>
<b>Disbursements</b>								
Condo fees		-	48,511	48,483	48,500	48,500	48,500	242,494
Insurance		7,331	-	-	-	-	-	7,331
Legal fees	(2)	-	-	25,000	10,000	10,000	10,000	55,000
Miscellaneous		345	172	200	200	200	200	1,317
Property Manager		-	1,000	1,500	1,000	1,500	1,000	6,000
Property taxes		69,587	-	68,337	67,411	67,362	-	272,697
Receiver's fees	(3)	-	38,606	22,000	25,000	22,000	20,000	127,606
HST paid		57	30,737	12,998	11,284	10,959	10,634	76,669
HST remittances		-	-	-	-	-	-	-
PST paid		507	-	-	-	-	-	507
Repair and maintenance costs		165	-	500	500	500	500	2,165
Utilities	(4)	-	-	2,300	1,600	1,600	1,600	7,100
<b>Total disbursements</b>		<b>77,992</b>	<b>119,025</b>	<b>181,318</b>	<b>165,495</b>	<b>162,621</b>	<b>92,434</b>	<b>798,885</b>
<b>Operating income (deficit)</b>		<b>5,462</b>	<b>(43,689)</b>	<b>(112,388)</b>	<b>(99,955)</b>	<b>(97,081)</b>	<b>(26,894)</b>	<b>(374,545)</b>
<b>Arrears paid</b>								
Condo fees		-	150,524	-	-	-	-	150,524
2014 Property taxes		139,262	20,506	-	-	-	-	159,768
2013 Property tax as at Dec. 18, 2013		329,874	-	-	-	-	-	329,874
<b>Total arrears paid</b>		<b>469,137</b>	<b>171,030</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>640,167</b>
<b>Cash surplus (deficit) after payment of arrears</b>		<b>(463,674)</b>	<b>(214,719)</b>	<b>(112,388)</b>	<b>(99,955)</b>	<b>(97,081)</b>	<b>(26,894)</b>	<b>(1,014,711)</b>
Advances from secured lender	(5)	550,853	173,524	330,000	-	-	-	1,054,377
<b>Adjusted cash surplus (deficit)</b>		<b>\$ 87,179</b>	<b>\$ (41,195)</b>	<b>\$ 217,612</b>	<b>\$ (99,955)</b>	<b>\$ (97,081)</b>	<b>\$ (26,894)</b>	<b>\$ 39,666</b>
<b>Cumulative adjusted cash surplus (deficit)</b>		<b>\$ 87,179</b>	<b>\$ 45,984</b>	<b>\$ 263,596</b>	<b>\$ 163,641</b>	<b>\$ 66,560</b>	<b>\$ 39,666</b>	<b>\$ 39,666</b>

## Notes:

- (1) Cash transferred from Schonfeld Inc.
- (2) Estimate of fees provided by Steinberg Morton Hope & Israel LLP.
- (3) Fees paid in month in arrears.
- (4) Utility fees for vacant units (minimal usage plus administrative charges).
- (5) Funds advanced from Trez Capital Limited Partnership.
- (6) As the Company's HST liability is still to be determined and since it is uncertain if there is a pre-receivership HST liability, this schedule does not project that CRA will claim a set-off against any refunds owed to the Receiver or that the Receiver will collect any HST refunds.  
This schedule does not reflect a payment to CRA for the April HST liability as this liability is offset by ITC credits in the projected period.

	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>Sept.</u>	<u>Apr to Sept.</u>
Estimated HST position - payable (refund)	6,611	(22,070)	(5,068)	(3,744)	(3,419)	(3,094)	(30,784)

*This Appendix forms part of the Receiver's report to the Court dated June 30, 2014 and should only be read in conjunction therewith.*



**TREZ CAPITAL LIMITED PARTNERSHIP et al.**  
Applicants

-and-

**WYNFORD PROFESSIONAL CENTRE LTD. et al.**  
Respondents

Court File No. CV-14-10493-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

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**MOTION RECORD OF THE RECEIVER FOR THE**  
**RESPONDENT WYNFORD PROFESSIONAL CENTRE**  
**LTD.**

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