

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

BETWEEN:

MARSHALLZEHR GROUP INC., AS ADMINISTRATOR

Applicant

- and -

12252856 CANADA INC.

Respondent

**MOTION RECORD
(Returnable June 6, 2023)**

May 30, 2023

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Harvey Chaiton (LSO #21592F)
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**Lawyers for the Court-appointed
Receiver, RSM Canada Limited**

TO: SERVICE LIST

SERVICE LIST

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<p>DEPARTMENT OF JUSTICE 120 Adelaide Street West, Suite 400 Toronto, Ontario M5H 1T1</p> <p>Diane Winters Tel: (416) 952-8563 Email: diane.winters@justice.gc.ca</p> <p>Lawyers for Canada Revenue Agency</p>	<p>HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE Insolvency Unit 33 King Street West, 6th floor Oshawa, Ontario L1H 8H5</p> <p>Leslie Crawford Tel: (905) 433-5657 Email: leslie.crawford@ontario.ca</p> <p>Email: insolvency.unit@ontario.ca</p>

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

BETWEEN:

MARSHALLZEHR GROUP INC., AS ADMINISTRATOR

Applicant

- and -

12252856 CANADA INC.

Respondent

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TAB 1

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

BETWEEN:

MARSHALLZEHR GROUP INC., AS ADMINISTRATOR

Applicant

- and -

12252856 CANADA INC.

Respondent

**NOTICE OF MOTION
(Motion Returnable June 6, 2023)**

RSM Canada Limited (“RSM”), in its capacity as Court-appointed receiver of 12252856 Canada Inc. (“the **Receiver**”), will make a motion to a Judge of the Ontario Superior Court of Justice (Commercial List) on Tuesday, June 6, 2023, at 10:00 a.m., or as soon after that time as the motion can be heard, via Zoom at Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard:

- In writing under subrule 37.12.1 (1);
- In writing as an opposed motion under subrule 37.12.1 (4);
- In person
- By telephone conference
- By video conference

THE MOTION IS FOR:

1. an order abridging the time for service of this notice of motion and the motion record so that the motion is properly returnable on June 6, 2023;

2. an order approving the Receiver's First Report dated May 30, 2023 (the "**First Report**"), and the conduct and activities of the Receiver described therein;
3. an order directing Mr. Prem Kumar G. Yachamanani to comply with the Receiver's request for information, and cause the Debtor to provide all of the requested books and records of the Debtor in his possession or control;
4. an order approving the Sale Process described in the First Report and authorizing the Receiver to take all steps necessary to conduct the Sale Process, including entering into the Listing Agreement (as defined below);
5. an order sealing Confidential Appendices 1 and 2 to the First Report; and
6. such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

BACKGROUND

1. Pursuant to an Order of this Court made on February 28, 2023, RSM was appointed Receiver of all of the assets, undertakings and property of 12252856 Canada Inc. (the "**Debtor**") (the "**Appointment Order**").
2. The Debtor is a single purpose corporation incorporated on August 7, 2020 and owns the real property municipally known as 0, 227 and 235 King Road, Richmond Hill, Ontario (the "**Property**").
3. The Appointment Order authorizes the Receiver to, *inter alia*:
 - (a) 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) receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes and the placement of such insurance coverage as may be necessary or desirable;

- (c) market the Property, including advertising and soliciting offers in respect of the Property and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate; and
 - (d) sell, convey, transfer, lease or assign the Property with the approval of this Court.
4. Mr. Prem Kumar G. Yachamanani is the sole director of the Debtor.
 5. The Debtor acquired the Property to develop and construct a residential community consisting of 178 townhomes.
 6. As of the date of the Receiver's appointment, no construction or excavation work appears to have been commenced at the Property.

THE RECEIVER'S ACTIVITIES

Possession and Security

7. On March 2, 2023, following the issuance of the Appointment Order, the Receiver attended at the Property to secure the premises and take possession.
8. The Receiver engaged a contractor to board up a vacant home located on the Property and ensure that all electrical and water connections to the home had been properly disconnected. This was also required in order to obtain liability insurance for the Property.

Books and Records

9. Since March 1, 2023, the Receiver and its counsel have sent numerous requests to the Debtor and its counsel for information and documentation regarding the Property and the Debtor. As of the date of this report, no requested documents or information has been received from the Debtor or its counsel.
10. The Receiver has obtained certain documents and information relating to the Property from MZ and others. However, the Receiver has not obtained the books and records of the Debtor, and seeks an Order of this Court directing Mr. Prem Kumar G. Yachamanani to comply with the Receiver's request for information, and cause the Debtor to provide all of the requested books and records of the Debtor in his possession or control.

Insurance

11. Upon its appointment, the Receiver requested that the Debtor provide information about what insurance coverage, if any, was in place with respect to the Property. As the Debtor did not respond to the Receiver's request, the Receiver was unable to identify and assume any existing policies.
12. As a result, the Receiver obtained its own insurance with coverage for the Property, effective March 17, 2023.

SALE PROCESS

13. The Receiver invited three (3) commercial realtors, Avison Young, CBRE and Colliers, to submit listing proposals for the marketing and sale of the Property.
14. The Receiver has received and reviewed listing proposals submitted by the three realtors. Following its review of the proposals submitted, the Receiver, with the concurrence of MZ, has selected the listing proposal from Avison Young and recommends that this Court authorize the Receiver to enter into a listing agreement with Avison Young to market the Property for sale. A summary of the listing proposals submitted to the Receiver is attached to the First Report as Confidential Appendix "1". A copy of the proposed listing agreement, which has been executed by Avison Young, is attached to the First Report as Confidential Appendix "2" (the "**Listing Agreement**").
15. Avison Young's proposed Sale Process for the Property is summarized at paragraph 26 of the First Report.

SECURED CREDITORS

16. A title search of the Property dated November 29, 2022 disclosed the following mortgages/charges and other encumbrances registered against the Property:
 - (a) MarshallZehr in the amount of \$20,000,000;
 - (b) Consortia Equity Capital Limited in the amount of \$5,500,000;

- (c) Bridlepath Finance Inc. in the amount of \$1,000,000;
- (d) Marilyn Goldberg in the amount of \$500,000; and
- (e) 12279266 Canada Inc. in the amount of \$9,000,000;
- (f) a construction lien registered on August 29, 2022 in the amount of \$391,141 in favour of Prime Design Build Corporation.

GENERAL

1. Rules 1.04, 1.05, 2.01, 2.03, and 37 of the *Rules of Civil Procedure* (Ontario).
2. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. The First Report and the Appendices annexed thereto; and
2. Such further and other evidence as counsel may advise and this Honourable Court may permit.

May 30, 2023

CHAITONS LLP
5000 Yonge Street, 10th Floor
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Tel: (416) 218-1129
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**Lawyers for the Court-appointed
Receiver, RSM Canada Limited**

**MARSHALLZEHR GROUP INC., AS
ADMINISTRATOR**

- and -

12252856 CANADA INC.

Applicant

Respondent

Court File No. CV-22-00691528-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

NOTICE OF MOTION

(June 6, 2023)

CHAITONS LLP

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**Lawyers for the Court-appointed
Receiver, RSM Canada Limited**

TAB 2

Court File No. CV-22-00691528-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MARSHALLZEHR GROUP INC., AS ADMINISTRATOR

Applicant

- and -

12252856 CANADA INC.

Respondent

FIRST REPORT OF THE RECEIVER
May 30, 2023

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INTRODUCTION

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on February 28, 2023 (the “**Appointment Order**”), RSM Canada Limited (“**RSM**”) was appointed receiver (the “**Receiver**”) of all of the assets, undertakings and Property of 12252856 Canada Inc. (“**122**” or the “**Debtor**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**. The Debtor is a single purpose corporation that owns the real property municipally known as 0, 227 and 235 King Road, Richmond Hill, Ontario (the “**Property**”).
2. The Appointment Order authorizes the Receiver to, inter alia:
 - (a) 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) receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes and the placement of such insurance coverage as may be necessary or desirable;
 - (c) market the Property, including advertising and soliciting offers in respect of the Property and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate; and
 - (d) sell, convey, transfer, lease or assign the Property with the approval of this Court.
3. The Appointment Order and other pertinent documents have been posted on the Receiver’s website, which can be found at: <http://www.rsmcanada.com/12252856-canada-inc>.

PURPOSE OF REPORT

4. The purpose of this report (the “**First Report**”) is to:
 - (a) report to the Court on the activities of the Receiver from the date of its appointment to May 30, 2023;
 - (b) provide background information about the Property;

- (c) provide information on the Receiver's attempts to obtain information relating to the Property from the principal of the Debtor;
- (d) set out the proposed sale and marketing process (the "**Sale Process**") by which offers will be solicited for the Property, including the Receiver's proposed retention of Avison Young Commercial Real Estate Services LP ("**Avison Young**") as listing agent; and
- (e) seek an Order from the Court:
 - (i) approving this First Report and the activities of the Receiver described herein;
 - (ii) directing Mr. Prem Kumar G. Yachamanani to comply with the Receiver's request for information, and cause the Debtor to provide all of the requested books and records of the Debtor in his possession or control;
 - (iii) approving the Sale Process and authorizing the Receiver to take all steps necessary to conduct the Sale Process, including entering into the Listing Agreement (as defined below); and
 - (iv) sealing Confidential Appendices 1 and 2.

TERMS OF REFERENCE

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

6. Unless otherwise stated, all monetary amounts contained in the First Report are expressed in Canadian Dollars.

BACKGROUND

7. The Debtor is a single purpose corporation holding legal title to the Property and was incorporated on August 7, 2020.
8. According to a corporate search dated November 28, 2022, Mr. Prem Kumar G. Yachamanani is the sole director of the Debtor. The registered office and mailing address for 122 is 155 Commerce Valley Drive East, Markham, Ontario. A copy of the corporate search for 122 is attached to this report as **Appendix “B”**.
9. The Receiver understands that the Debtor acquired the Property to develop and construct a residential community consisting of 178 townhomes.
10. As of the date of the Receiver’s appointment, no construction or excavation work appears to have been commenced at the Property.
11. The applicant, MarshallZehr Group Inc. (“MZ”), is the registered holder of a first mortgage on the Property.
12. Due to the Debtor being in default of its obligations under the mortgage, by Notice of Application dated December 21, 2022, MZ sought the appointment of the Receiver.
13. On February 28, 2023, the Court issued the Appointment Order, and RSM was thereby appointed as Receiver of 122.
14. Pursuant to paragraph 25 of the Appointment Order, Chaitons LLP is counsel to the Receiver in respect of any matter where there is no conflict of interest.

THE RECEIVER'S ACTIVITIES

Possession and Security

15. On March 2, 2023, following the issuance of the Appointment Order, the Receiver attended at the Property to secure the premises and take possession.
16. The Receiver observed a vacant home on the Property, which appeared to have been abandoned for several years. The vacant home showed signs of trespassers and vandalism. Accordingly, the Receiver engaged a contractor to board up the vacant home and ensure that all electrical and water connections to the home had been properly disconnected. This was also required in order to obtain liability insurance for the Property.

Books and Records

17. On March 1, 2023, the Receiver wrote to the Debtor's counsel to request information and documentation regarding the Property and the Debtor. A copy of the Receiver's request is attached hereto as **Appendix "C"**.
18. Since March 1, 2023, the Receiver and its counsel have sent numerous follow-up requests to the Debtor and its counsel. As of the date of this report, no requested documents or information has been received from the Debtor or its counsel.
19. The Receiver has obtained certain documents and information relating to the Property from MZ and others. However, the Receiver has not obtained the books and records of the Debtor, and seeks an Order of this Court directing Mr. Prem Kumar G. Yachamanani to comply with the Receiver's request for information, and cause the Debtor to provide all of the requested books and records of the Debtor in his possession or control.

Insurance

20. Upon its appointment, the Receiver requested that the Debtor provide information about what insurance coverage, if any, was in place with respect to the Property. As the Debtor did not respond to the Receiver's request, the Receiver was unable to identify and assume any existing policies.

21. In view of the foregoing, the Receiver obtained its own insurance with coverage for the Property, effective March 17, 2023.

Statutory Notices

22. On March 10, 2023, the Receiver prepared and sent the Notice and Statement of Receiver pursuant to Section 245(1) of the *Bankruptcy and Insolvency Act* (the “**245 Notice**”) to the known creditors of the Debtor identified through a title search of the Property and a Personal Property Security Registration System search. A copy of the 245 Notice is attached hereto as **Appendix “D”**.

PROPOSED SALE PROCESS

23. Pursuant to the terms of the Appointment Order, the Receiver is authorized to market the Property for sale, including advertising and soliciting offers in respect of the Property.

24. The Receiver invited three (3) commercial realtors, Avison Young, CBRE Limited, and Colliers, to each submit listing proposals for the marketing and sale of the Property.

25. The Receiver has received and reviewed listing proposals submitted by the three realtors. Following its review of the proposals submitted, the Receiver, with the concurrence of MZ, has selected the listing proposal from Avison Young and recommends that this Court authorize the Receiver to enter into a listing agreement with Avison Young to market the Property for sale. A summary of the listing proposals submitted to the Receiver is attached to this First Report as **Confidential Appendix “1”**. A copy of the proposed listing agreement, which has been executed by Avison Young, is attached to this First Report as **Confidential Appendix “2”** (the “**Listing Agreement**”).

26. Avison Young’s proposed Sale Process for the Property is summarized in the table below:

Summary of Sale Process		
Milestone	Description of Activities	Timeline
<i>Phase 1 – Pre-Marketing Period</i>		
Due diligence	➤ review all available documents concerning the Property, including	pre-marketing launch

Summary of Sale Process		
Milestone	Description of Activities	Timeline
	environmental reports and planning and development reports	
Finalize marketing materials	<ul style="list-style-type: none"> ➤ populate an online data room; ➤ prepare a confidentiality agreement (“CA”); ➤ prepare form of Agreement of Purchase and Sale (“APS”). 	June 2023
Prospect Identification	<ul style="list-style-type: none"> ➤ develop a master prospect list; pre-marketing discussions with targeted developers. 	June 2023
<i>Phase 2 – Marketing</i>		
Stage 1	<ul style="list-style-type: none"> ➤ Mass market introduction, including: <ul style="list-style-type: none"> ○ print offering summary and marketing materials; ○ list Property for sale on MLS; ○ telephone and email canvassing of leading prospects; and ○ meet with and interview prospective purchasers. 	June and July 2023
Stage 2	<ul style="list-style-type: none"> ➤ provide detailed information to qualified prospects which sign the CA, and access to the data room; and ➤ facilitate all diligence by interested parties. 	June and July 2023
Stage 3	<ul style="list-style-type: none"> ➤ prospective purchasers to submit APS 	Bid deadline 6 weeks following marketing launch
<i>Phase 3 – Offer Review and Negotiations</i>		
Selection of Successful Bid	<ul style="list-style-type: none"> ➤ review of offers in consultation with MZ and select successful bidder and finalize definitive documents. 	2 weeks after bid deadline
Sale Approval Motion and Closing	<ul style="list-style-type: none"> ➤ Motion for sale approval and closing of the transaction. 	As soon as possible following selection of the successful bidder

27. Additional aspects of the Sale Process include:

- (a) the Property will be marketed on an “as is, where is” basis;
 - (b) the Receiver will have the right to reject any and all offers, including the highest offer; and
 - (c) any transaction will be subject to Court approval.
28. The Receiver respectfully requests that an Order be granted (i) approving the Sale Process, (ii) authorizing the Receiver to execute the Listing Agreement and to proceed with implementing the Sale Process, and (iii) sealing Confidential Appendices 1 and 2.

PROPERTY TAXES

29. The Receiver obtained statements of account for the property taxes relating to the Property (the “**Property Tax Statements**”). There are three property tax roll numbers associated with the Property:

Roll No.	Municipal Address
38-08-0-012-45000-00000-00	0 King Rd., Richmond Hill
38-08-0-012-45200-00000-02	227 King Rd., Richmond Hill
38-08-0-012-45400-00000-04	235 King Rd., Richmond Hill

Copies of the Property Tax Statements dated March 7, 2023 are collectively attached hereto as **Appendix “E”**.

30. As set out on the Property Tax Statements, a total of \$62,279.11 was owing to the City of Richmond Hill as at March 7, 2023. On or about March 22, 2023, the Receiver paid all outstanding property taxes for the Property.

SECURED CREDITORS

31. As set out in the Application Record in support of the Appointment Order, pursuant to a mortgage loan commitment from MZ dated August 18, 2020, MZ, together with Vector Financial Services Limited, made a loan to the Debtor secured by a first registered charge/mortgage in the principal amount of \$20 million, and a general security agreement in favour of MZ as administrator.
32. A title search of the Property dated November 29, 2022 disclosed the following additional mortgages/charges registered against the Property:
 - (a) Consortia Equity Capital Limited in the amount of \$5,500,000;
 - (b) Bridlepath Finance Inc. in the amount of \$1,000,000;
 - (c) Marilyn Goldberg in the amount of \$500,000; and
 - (d) 12279266 Canada Inc. in the amount of \$9,000,000.

In addition, a construction lien was registered on August 29, 2022 in the amount of \$391,141 in favour of Prime Design Build Corporation.

A copy of the title search is attached as **Appendix “F”** to this report.

RECEIVER’S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

33. The Appointment Order authorizes the Receiver to borrow up to \$250,000. To date, the Receiver has received \$200,000 from MZ pursuant to Receiver Certificate No. 1.
34. Attached hereto as **Appendix “G”** is the R&D for the period February 28, 2023 to May 30, 2023. During this period, total receipts were \$200,265 including advances totaling \$200,000 under Receiver Certificate No. 1, and disbursements were \$105,291, resulting in an excess of receipts over disbursements of \$94,974.

CONCLUSIONS AND RECOMMENDATIONS

35. The Receiver respectfully requests that the Court make an order as detailed in paragraph 4(e) above.

All of which is respectfully submitted this 30th day of May, 2023.

RSM CANADA LIMITED, solely in its capacity as
Court-appointed Receiver of 12252856 Canada Inc.,
and not in its personal or corporate capacity

Per:



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

Appendix “A”

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

THE HONOURABLE MR.) TUESDAY, THE 28th DAY
JUSTICE OSBORNE) OF FEBRUARY, 2023

B E T W E E N:

MARSHALLZEHR GROUP INC., AS ADMINISTRATOR

Applicant

- and -

12252856 CANADA 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

**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 (the "**Receiver**") without security, of all of the assets, undertakings and properties of 12252856 Canada Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day via videoconference.

ON READING the affidavit of Cecil Hayes sworn December 9, 2022 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant and the other parties listed on the Participation Information Sheet, no one else appearing for the parties listed on the service list although duly served as appears from the affidavits of service filed with the Court, 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 Record 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 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**"), including, without limitation, the real property described in **Schedule "A"** attached hereto.

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the 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 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;
- (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 \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; 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;

- (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;
- (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; 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

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.

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

applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **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

10. **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

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

CONTINUATION OF SERVICES

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

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this

Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the 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

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal

information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any

gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates

evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

RETENTION OF LAWYERS

25. **THIS COURT ORDERS** that the Receiver may retain lawyers to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order. Such lawyers may include Chaitons LLP, lawyers for the Applicant herein, in respect of any matter where there is no conflict of interest. The Receiver shall, however, retain independent lawyers in respect of any legal advice or services where a conflict exists, or may exist.

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/) 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 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL <http://www.rsmcanada.com/12252856-canada-inc>.

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.

28. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

29. **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.

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

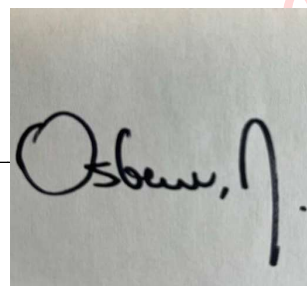
31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give

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.

32. **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.

33. **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 Applicant from the Debtor's estate with such priority and at such time as this Court may determine.

34. **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.



2023.03.01

12:50:16 -05'00'

SCHEDULE "A"

PIN: 03196-0037 (LT)

Property Description: Lot 16 Plan 136 King Except Part 11 Expropriation Plan B87881B ; Richmond Hill

PIN: 03196-0038 (LT)

Property Description: Lot 15 Plan 136 King Except Part 10 Expropriation Plan B87881B ; Richmond Hill

PIN: 03196-0039 (LT)

Property Description: Part Lot 13 Plan 136 King; Part Lot 14 Plan 136 King As In R533264 ;; City of Richmond Hill

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that RSM Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties 12252856 Canada Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 27th day of February, 2023 (the "**Order**") made in an application having Court file number CV-22-00691528-00CL, 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 _____, 202__.

RSM CANADA LIMITED, solely in its capacity as Receiver of the Debtor, and not in its personal capacity

Per: _____

Name:

Title:

MARSHALLZEHR GROUP INC., AS ADMINISTRATOR
Applicant

-and-

12252856 CANADA INC.
Respondent

Court File No. CV-22-00691528-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER
(appointing Receiver)

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Harvey Chaiton (LSO No. 21592F)
Tel: (416) 218-1129
E-mail: harvey@chaitons.com

Lawyers for the Applicant

Appendix “B”

Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2022-11-28 4:06 PM	(AAAA-MM-JJ) Date et heure du Profil corporatif
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CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS	
Corporate name			Dénomination
	12252856 Canada Inc.		
Corporation number	1225285-6	Numéro de société ou d'organisation	
Business number	719240871RC0001	Numéro d'entreprise	
Governing legislation			Régime législatif
	Canada Business Corporations Act (CBCA) - 2020-08-07 Loi canadienne sur les sociétés par actions (LCSA) - 2020-08-07		
Status			Statut
	Active		
	Active		

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
155 Commerce Valley Drive East Markham ON L3T 7T2 Canada	

ANNUAL FILINGS		DÉPÔTS ANNUELS	
Anniversary date (MM-DD)	08-07	(MM-JJ) Date anniversaire	
Filing period (MM-DD)	08-07 to/au 10-06	(MM-JJ) Période de dépôt	
Status of annual filings			Statut des dépôts annuels
	Filed	2022	Déposé
	Filed	2021	Déposé
Date of last annual meeting (YYYY-MM-DD)	2022-11-14	(AAAA-MM-JJ) Date de la dernière assemblée annuelle	
Type	Non-distributing corporation with 50 or fewer shareholders Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins		Type

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
Prem Kumar G. Yachamanani		155 Commerce Valley Drive, Markham ON L3T 7T2, Canada

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination
2020-08-07 to present / à maintenant	12252856 Canada Inc.	
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation	2020-08-07	Certificat de constitution en société
Certificate of Amendment	2020-10-12	Certificat de modification
Amendment details:		Renseignements concernant les modifications aux statuts :
Other		Autre
Certificate of Amendment	2020-10-15	Certificat de modification
Amendment details:		Renseignements concernant les modifications aux statuts :
Other		Autre
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.		Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
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Appendix “C”



March 1, 2023

Via Email: equinoxgroup@bellnet.ca

12252856 Canada Inc.
c/o Nicolas Canizares
400 – 3500 Dufferin St.
Toronto, ON M3K 1N2

RSM Canada Limited

Licensed Insolvency Trustee

11 King St W
Suite 700, Box 27
Toronto, ON M5H 4C7

O +1 416 480 0160

F +1 416 480 2646

rsmcanada.com

Dear Sirs:

In the Matter of the Court-appointed Receivership of 12252856 Canada Inc.

As you are aware, pursuant to an Order of the Ontario Superior Court of Justice (the “**Court**”) dated February 28, 2023, RSM Canada Limited was appointed as receiver (the “**Receiver**”), without security, of all the assets, properties and undertakings of 12252856 Canada Inc. (the “**Debtor**”).

The Receiver hereby requests that you provide the following information and documentation to the Receiver that are in the possession of the Debtors:

Financial & Operating Information

- A list of all creditors of the Debtor, including names, mailing addresses, and amounts owing;
- Confirmation (if that is the case) that the properties located at 201, 227 and 235 King Road in Richmond Hill, Ontario (the “**Properties**”) represent all or substantially all of the assets of the Debtor;
- A list of the bank account(s) held by the Debtor, including the branch location(s) and account number(s);
- A list of the HST account(s) relating to the Debtor;
- Financial statements for the Debtor for the past three (3) years;
- Copies of contracts between the Debtor and others that relate to the Properties and/or their operations (i.e. design contracts, agreements with trades, equipment leases/rental agreements, etc.);
- Copies of the most recent property tax statement(s) for the Properties;
- Copies of the insurance policies in place for the Properties;
- Name and account number of each utility service provider, and a recent invoice from each provider; and
- Name, account number and contact information of any other recurring service providers such as waste removal, snow removal, property maintenance, HVAC maintenance, security companies, etc.

Property Information

- Copies of any appraisals for each of the Properties;
- Environmental Site Assessment reports for each of the Properties;
- Any surveys, permits, architectural drawings, engineering reports, landscaping plans, geotechnical reports, or other documents relating to the Properties, collectively or individually; and
- Copies of correspondence with the City of Richmond Hill regarding future development plans for the Properties.

Should you have any questions, please contact Jeffrey Berger of the Receiver’s office at (647) 726-0496 or jeff.berger@rsmcanada.com.

Yours truly,

RSM CANADA LIMITED, solely in its capacity as
Court-appointed Receiver of 12252856 Canada Inc.,
and not in its personal or corporate capacity

Per: Jeffrey Berger, CPA, CA, CIRP, LIT
Vice-President

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

Appendix “D”



**NOTICE AND STATEMENT OF RECEIVER
(SECTION 245(1) AND 246(1) OF THE ACT)**

RSM Canada Limited
Licensed Insolvency Trustee

11 King St W
Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

In the matter of the receivership of 12252856 Canada Inc. (the “**Company**”)

The receiver gives notice and declares that:

1. On the 28th day of February, 2023, the undersigned RSM Canada Limited was appointed as receiver (the “**Receiver**”) in respect of all of the assets, undertakings and properties of the Company, an insolvent person that is described below:

Cash	\$1
Land	\$1
Land development and financing costs	<u>\$1</u>
Total	<u>\$3</u>

**On March 1, 2023 and March 7, 2023, the Receiver wrote to the Debtor and the Debtor’s counsel to request, among other things, details of the Company’s assets and liabilities. As of the date of this report, the Receiver has not been provided with any response. Further information regarding the Company’s assets will be disclosed in the Receiver’s next report to Court.*

2. The undersigned became a receiver in respect of the Company by virtue of being appointed by the Ontario Superior Court of Justice - Commercial List.
3. The undersigned commenced the exercise of its powers in respect of that appointment on the 28th day of February, 2023.
4. The following information relates to the receivership:
 - a) Registered Head Office of insolvent company: 155 Commerce Valley Drive East, Markham, Ontario, L3T 7T2.
 - b) Principal line of business: Residential property development.
 - c) The amounts owed by the Company to the creditors who appear to hold a security interest include:

MarshallZehr Group Inc.	\$20,000,000.00
Bridlepath Finance Inc.	\$1,000,000.00
Marilyn Goldberg	\$500,000.00
Consortia Equity Capital Limited	\$5,500,000.00
12279266 Canada Inc.	\$9,000,000.00
Prime Design Build Corporation	\$391,141.50*

** represents the amount claimed as a Construction Lien registered on August 29, 2022*

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

- d) The list of creditors of the Company and the amount owed to each creditor by the insolvent company is attached. This list has been compiled from information available to the Receiver, and has not been audited or verified by the Receiver. The fact that persons are receiving this notice or are included on the creditors list does not mean that it has been determined that they are a creditor or that if they are a creditor, that their claim is admitted in the amount set out on that list.
- e) The current intended plan of the Receiver, to the extent that such a plan has been determined, is to realize on the assets of the Company.
- f) Contact person for the Receiver:

Jeffrey Berger
RSM Canada Limited
11 King Street West
Suite 700, PO Box 27
Toronto, Ontario M5H 4C7
Telephone: (647) 726-0496
Facsimile: (416) 480-2646
E-mail: jeff.berger@rsmcanada.com

- g) Additional information: A copy of the receivership order is posted on the Receiver's website at:
- h) <http://www.rsmcanada.com/12252856-canada-inc>.

Other pertinent public information will be posted to this website as that information becomes available.

Dated at Toronto this 10th day of March, 2023.

RSM CANADA LIMITED, solely in its capacity as Court-appointed Receiver of 12252856 Canada Inc., and not in its personal or corporate capacity



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

**RSM CANADA LIMITED
IN THE MATTER OF THE RECEIVERSHIP OF
12252856 CANADA INC.**

LIST OF CREDITORS

SECURED CREDITORS

MarshallZehr Group Inc.	\$ 20,000,000
Bridlepath Finance Inc.	1,000,000
Marilyn Goldberg	500,000
Consortia Equity Capital Limited	5,500,000
12279266 Canada Inc.	9,000,000
Prime Design Build Corporation	391,142

Total \$ 36,391,142

UNSECURED CREDITORS

To be determined

The above list of creditors has been compiled from information available to the Receiver and has not been audited or verified by the Receiver and may not include all creditors. The fact that persons are included on the creditors list does not mean that it has been determined that they are a creditor or that if they are a creditor, that their claim is admitted in the amount set out on the list.

Supplementary Mailing List

12252856 Canada Inc.

Office of the Superintendent of Bankruptcy
Ministry of Finance (Ontario)
Department of Justice Canada

Appendix “E”



Statement of Taxes

12252856 CANADA INC.
 301-1280 FINCH AVE E
 NORTH YORK ON M3J 3K6

Issue Date: March 7, 2023
 Customer No: 3R3ETU94
 Roll No: 38-08-0-012-45000-00000-00
 Location: 0 KING RD
 Legal Dscr: PLAN 136 PT LOT 13 PT LOT 14
 Agent:

Payments can be made in person at your financial institution or by telephone/internet banking. Payment can also be mailed to our processing centre, or deposited in our drop box at 225 East Beaver Creek Road. For detailed information on payment options please visit RichmondHill.ca or call Access Richmond Hill at 905-771-8949.

Tax Levy Information							
Tax Year	Interim	Annual	Supplementaries	Appeals	Apportionment	Cap/Clawback	Total
2023	\$12,396.00						\$12,396.00

Summary of Taxes Owning				Future Due Instalments	
Tax Year	Tax/Charges	Penalty/Interest	Total Overdue	Due Date	Amount
2023	\$6,198.00	77.48	\$6,275.48	May 01, 2023	\$6,198.00
2022	\$12,788.93	1,117.58	\$13,906.51		
2021					
2020 & Prior					
Total	\$18,986.93	\$1,195.06	\$20,181.99	Current Account Balance	\$26,379.99

Note: Penalty/interest is applied to overdue taxes at a rate of 1.25% on the day after due date and on the first day of each month until paid.

Total overdue represents any unpaid tax/charges and/or penalty/interest to date.

Tax Roll Number
38-08-0-012-45000-00000-00
 12252856 CANADA INC.

Remittance Portion

Overdue Amount
\$20,181.99

Payable at most Financial Institutions.
 If paying by mail, cheques are payable to
 City of Richmond Hill and mailed to
 Tax Payment Processing Centre,
 P.O. Box 1997, Stn B, Toronto ON M5T 3G7



Amount paid
 \$ _____

0455 38080012450000000000 020181999



Statement of Taxes

12252856 CANADA INC.
 301-1280 FINCH AVE W
 NORTH YORK ON M3J 3K6

Issue Date: March 7, 2023
 Customer No: UF5VTQ7U
 Roll No: 38-08-0-012-45200-00000-02
 Location: 227 KING RD
 Legal Dscr: PLAN 136 LOT 15
 Agent:

Payments can be made in person at your financial institution or by telephone/internet banking. Payment can also be mailed to our processing centre, or deposited in our drop box at 225 East Beaver Creek Road. For detailed information on payment options please visit RichmondHill.ca or call Access Richmond Hill at 905-771-8949.

Tax Levy Information							
Tax Year	Interim	Annual	Supplementaries	Appeals	Apportionment	Cap/Clawback	Total
2023	\$7,682.00						\$7,682.00

Summary of Taxes Owing				Future Due Instalments	
Tax Year	Tax/Charges	Penalty/Interest	Total Overdue	Due Date	Amount
2023	\$3,841.00	48.01	\$3,889.01	May 01, 2023	\$3,841.00
2022	\$7,957.59	694.82	\$8,652.41		
2021					
2020 & Prior					
Total	\$11,798.59	\$742.83	\$12,541.42	Current Account Balance	\$16,382.42

Note: Penalty/interest is applied to overdue taxes at a rate of 1.25% on the day after due date and on the first day of each month until paid.

Total overdue represents any unpaid tax/charges and/or penalty/interest to date.

Tax Roll Number
38-08-0-012-45200-00000-02
 12252856 CANADA INC.

Remittance Portion

Overdue Amount
\$12,541.42

Payable at most Financial Institutions.
 If paying by mail, cheques are payable to
 City of Richmond Hill and mailed to
 Tax Payment Processing Centre,
 P.O. Box 1997, Stn B, Toronto ON M5T 3G7



Amount paid
 \$ _____



Statement of Taxes

12252856 CANADA INC.
 301-1280 FINCH AVE W
 RICHMOND HILL ON M3J 3K6

Issue Date: March 7, 2023
 Customer No: QTG3UW8N
 Roll No: 38-08-0-012-45400-00000-04
 Location: 235 KING RD
 Legal Dscr: PLAN 136 LOT 16
 Agent:

Payments can be made in person at your financial institution or by telephone/internet banking. Payment can also be mailed to our processing centre, or deposited in our drop box at 225 East Beaver Creek Road. For detailed information on payment options please visit RichmondHill.ca or call Access Richmond Hill at 905-771-8949.

Tax Levy Information							
Tax Year	Interim	Annual	Supplementaries	Appeals	Apportionment	Cap/Clawback	Total
2023	\$7,678.00						\$7,678.00

Summary of Taxes Owing				Future Due Instalments	
Tax Year	Tax/Charges	Penalty/Interest	Total Overdue	Due Date	Amount
2023	\$3,839.00	47.99	\$3,886.99	Mar 07, 2023	\$484.11
2022	\$10,398.22	908.38	\$11,306.60	May 01, 2023	\$3,839.00
2021					
2020 & Prior					
Total	\$14,237.22	\$956.37	\$15,193.59		

Current Account Balance	\$19,516.70
-------------------------	-------------

Note: Penalty/interest is applied to overdue taxes at a rate of 1.25% on the day after due date and on the first day of each month until paid.

Total overdue represents any unpaid tax/charges and/or penalty/interest to date.

Tax Roll Number
38-08-0-012-45400-00000-04
 12252856 CANADA INC.

Remittance Portion

Overdue Amount
\$15,193.59

Payable at most Financial Institutions.
 If paying by mail, cheques are payable to
 City of Richmond Hill and mailed to
 Tax Payment Processing Centre,
 P.O. Box 1997, Stn B, Toronto ON M5T 3G7



Amount paid
 \$ _____

0455 38080012454000000004 015193593

Appendix “F”



Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #65

03196-0037 (LT)

PAGE 1 OF 2
PREPARED FOR Lynda001
ON 2022/11/29 AT 11:59:14

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

PROPERTY DESCRIPTION: LT 16 PL 136 KING EXCEPT PT 11 EXPROP PL B87881B ; RICHMOND HILL

PROPERTY REMARKS: CORRECTION: DOCUMENT IF351 ADDED TO 03196-0037 ON 2011/01/10 AT 12:15 BY GRAW, SANDRA. CORRECTION: DOCUMENT IF367 ADDED TO 03196-0037 ON 2011/01/10 AT 12:33 BY GRAW, SANDRA.

ESTATE/QUALIFIER:

RECENTLY:
RE-ENTRY FROM 03196-0111

PIN CREATION DATE:
1999/07/23

PRE SIMPLE
LT CONVERSION QUALIFIED

CAPACITY SHARE

OWNERS' NAMES
12252856 CANADA INC.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/23 ON THIS PIN				
**		WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/07/23**				
**		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: 1999/07/26 **				
IF351	1951/02/19	BYLAW		THE CORPORATION OF THE TOWNSHIP OF KING		C
IF367	1952/04/28	BYLAW		THE CORPORATION OF THE TOWNSHIP OF KING		C
		REMARKS: BY-LAW 951 AMENDING BY-LAW 929				
YR3157404	2020/10/20	APL VESTING ORDER	\$20,250,000	ONTARIO SUPERIOR COURT OF JUSTICE	12252856 CANADA INC.	C
YR3157405	2020/10/20	CHARGE	\$20,000,000	12252856 CANADA INC.	MARSHALLZEHR GROUP INC. VECTOR FINANCIAL SERVICES LIMITED	C
YR3157406	2020/10/20	NO ASSGN RENT GEN		12252856 CANADA INC.	MARSHALLZEHR GROUP INC. VECTOR FINANCIAL SERVICES LIMITED	C
		REMARKS: YR3157405.				

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



Ontario ServiceOntario

LAND REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER
 LAND REGISTRY OFFICE #65
 03196-0037 (LT)

PAGE 2 OF 2
 PREPARED FOR LYNDA001
 ON 2022/11/29 AT 11:59:14

* 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
YR3169142	2020/11/13	CHARGE	\$5,500,000	12252856 CANADA INC.	CONSORTIA EQUITY CAPITAL LIMITED	C
YR3173773	2020/11/25	TRANSFER OF CHARGE		VECTOR FINANCIAL SERVICES LIMITED	MARSHALLZHR GROUP INC. OLYMPIA TRUST COMPANY	C
	REMARKS: YR31574405.					
YR3340352	2021/11/12	CHARGE	\$1,000,000	12252856 CANADA INC.	BRIDLEPATH FINANCE INC.	C
YR3340353	2021/11/12	POSTPONEMENT		CONSORTIA EQUITY CAPITAL LIMITED	BRIDLEPATH FINANCE INC.	C
	REMARKS: YR3169142 TO YR3340352					
YR3451700	2022/07/13	CHARGE	\$500,000	12252856 CANADA INC.	GOLDBERG, MARILYN	C
YR3451701	2022/07/13	POSTPONEMENT		CONSORTIA EQUITY CAPITAL LIMITED	GOLDBERG, MARILYN	C
	REMARKS: YR3169142 TO YR3451700					
YR3470244	2022/08/26	CHARGE	\$9,000,000	12252856 CANADA INC.	12279266 CANADA INC.	C
YR3470704	2022/08/29	CONSTRUCTION LIEN	\$391,141	PRIME DESIGN BUILD CORPORATION		C
YR3480655	2022/09/26	NO CHNG ADDR INST		MARSHALLZHR GROUP INC.		C
	REMARKS: YR31574405, YR31574406, YR3173773					
YR3494793	2022/11/07	CERTIFICATE		PRIME DESIGN BUILD CORPORATION		C
	REMARKS: YR3470704					

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.



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #65

03196-0038 (LIT)

PAGE 1 OF 2
PREPARED FOR Lynda001
ON 2022/11/29 AT 12:01:20

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

PROPERTY DESCRIPTION: LT 15 PL 136 KING EXCEPT PT 10 EXPROP PL B87881B ; RICHMOND HILL

PROPERTY REMARKS: CORRECTION: DOCUMENT IF351 ADDED TO 03196-0038 ON 2011/01/10 AT 12:15 BY GRAW, SANDRA. CORRECTION: DOCUMENT IF367 ADDED TO 03196-0038 ON 2011/01/10 AT 12:33 BY GRAW, SANDRA.

ESTATE/QUALIFIER:

RECENTLY:
RE-ENTRY FROM 03196-0112

PIN CREATION DATE:
1999/07/23

PRE SIMPLE
LIT CONVERSION QUALIFIED

CAPACITY SHARE

OWNERS' NAMES
12252856 CANADA INC.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/23 ON THIS PIN				
WAS REPLACED WITH THE	"PIN CREATION DATE" OF 1999/07/23					
** 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: 1999/07/26 **					
IF351	1951/02/19	BYLAW		THE CORPORATION OF THE TOWNSHIP OF KING		C
IF367	1952/04/28	BYLAW		THE CORPORATION OF THE TOWNSHIP OF KING		C
REMARKS: BY-LAW	951 AMENDING BY-LAW	929				
65R420	1971/01/14	PLAN REFERENCE				
YR3157404	2020/10/20	APL VESTING ORDER	\$20,250,000	ONTARIO SUPERIOR COURT OF JUSTICE	12252856 CANADA INC.	C
YR3157405	2020/10/20	CHARGE	\$20,000,000	12252856 CANADA INC.	MARSHALLZEHR GROUP INC. VECTOR FINANCIAL SERVICES LIMITED	C
YR3157406	2020/10/20	NO ASSGN RENT GEN		12252856 CANADA INC.	MARSHALLZEHR GROUP INC. VECTOR FINANCIAL SERVICES LIMITED	C

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



Ontario ServiceOntario

LAND REGISTRY OFFICE #65
 PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER
 03196-0038 (LT)
 PAGE 2 OF 2
 PREPARED FOR Lynda001
 ON 2022/11/29 AT 12:01:20
 * 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
	REMARKS: YR3157405.					
YR3169142	2020/11/13	CHARGE	\$5,500,000	12252856 CANADA INC.	CONSORTIA EQUITY CAPITAL LIMITED	C
YR3173773	2020/11/25	TRANSFER OF CHARGE		VECTOR FINANCIAL SERVICES LIMITED	MARSHALLZEHR GROUP INC. OLYMPIA TRUST COMPANY	C
	REMARKS: YR3157405.					
YR3340352	2021/11/12	CHARGE	\$1,000,000	12252856 CANADA INC.	BRIDLEPATH FINANCE INC.	C
YR3340353	2021/11/12	POSTPONEMENT		CONSORTIA EQUITY CAPITAL LIMITED	BRIDLEPATH FINANCE INC.	C
	REMARKS: YR3169142 TO YR3340352					
YR3451700	2022/07/13	CHARGE	\$500,000	12252856 CANADA INC.	GOLDBERG, MARIYIN	C
YR3451701	2022/07/13	POSTPONEMENT		CONSORTIA EQUITY CAPITAL LIMITED	GOLDBERG, MARIYIN	C
	REMARKS: YR3169142 TO YR3451700					
YR3470244	2022/08/26	CHARGE	\$9,000,000	12252856 CANADA INC.	12279266 CANADA INC.	C
YR3470704	2022/08/29	CONSTRUCTION LIEN	\$391,141	PRIME DESIGN BUILD CORPORATION		C
YR3480655	2022/09/26	NO CHNG ADDR INST		MARSHALLZEHR GROUP INC.		C
	REMARKS: YR3157405, YR3157406, YR3173773					
YR3494793	2022/11/07	CERTIFICATE		PRIME DESIGN BUILD CORPORATION		C
	REMARKS: YR3470704					

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.



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #65

03196-0039 (LT)

PAGE 1 OF 2
PREPARED FOR Lynda001
ON 2022/11/29 AT 12:02:02

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

PROPERTY DESCRIPTION: PT LT 13 PL 136 KING; PT LT 14 PL 136 KING AS IN R533264 ; ; CITY OF RICHMOND HILL

PROPERTY REMARKS: CORRECTION: DOCUMENT IF351 ADDED TO 03196-0039 ON 2011/01/10 AT 12:15 BY GRAW, SANDRA. CORRECTION: DOCUMENT IF367 ADDED TO 03196-0039 ON 2011/01/10 AT 12:33 BY GRAW, SANDRA.

ESTATE/QUALIFIER:

RECENTLY:
RE-ENTRY FROM 03196-0113

PIN CREATION DATE:
1999/07/23

PRE SIMPLE
LT CONVERSION QUALIFIED

CAPACITY SHARE

OWNERS' NAMES
12252856 CANADA INC.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/23 ON THIS PIN				
**		WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/07/23**				
**		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: 1999/07/26 **				
IF351	1951/02/19	BYLAW				
IF367	1952/04/28	BYLAW		THE CORPORATION OF THE TOWNSHIP OF KING		
		REMARKS: BY-LAW 951 AMENDING BY-LAW 929				
YR3157404	2020/10/20	APL VESTING ORDER	\$20,250,000	ONTARIO SUPERIOR COURT OF JUSTICE	12252856 CANADA INC.	C
YR3157405	2020/10/20	CHARGE	\$20,000,000	12252856 CANADA INC.	MARSHALLZEHR GROUP INC. VECTOR FINANCIAL SERVICES LIMITED	C
YR3157406	2020/10/20	NO ASSGN RENT GEN		12252856 CANADA INC.	MARSHALLZEHR GROUP INC. VECTOR FINANCIAL SERVICES LIMITED	C
		REMARKS: YR3157405.				

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



Ontario ServiceOntario

LAND REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER
 LAND REGISTRY OFFICE #65
 03196-0039 (LT)

PAGE 2 OF 2
 PREPARED FOR LYNDA001
 ON 2022/11/29 AT 12:02:02

* 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
YR3169142	2020/11/13	CHARGE	\$5,500,000	12252856 CANADA INC.	CONSORTIA EQUITY CAPITAL LIMITED	C
YR3173773	2020/11/25	TRANSFER OF CHARGE		VECTOR FINANCIAL SERVICES LIMITED	MARSHALLZHR GROUP INC. OLYMPIA TRUST COMPANY	C
	REMARKS: YR31574405.					
YR3340352	2021/11/12	CHARGE	\$1,000,000	12252856 CANADA INC.	BRIDLEPATH FINANCE INC.	C
YR3340353	2021/11/12	POSTPONEMENT		CONSORTIA EQUITY CAPITAL LIMITED	BRIDLEPATH FINANCE INC.	C
	REMARKS: YR3169142 TO YR3340352					
YR3451700	2022/07/13	CHARGE	\$500,000	12252856 CANADA INC.	GOLDBERG, MARILYN	C
YR3451701	2022/07/13	POSTPONEMENT		CONSORTIA EQUITY CAPITAL LIMITED	GOLDBERG, MARILYN	C
	REMARKS: YR3169142 TO YR3451700					
YR3470244	2022/08/26	CHARGE	\$9,000,000	12252856 CANADA INC.	12279266 CANADA INC.	C
YR3470704	2022/08/29	CONSTRUCTION LIEN	\$391,141	PRIME DESIGN BUILD CORPORATION		C
YR3480655	2022/09/26	NO CHNG ADDR INST		MARSHALLZHR GROUP INC.		C
	REMARKS: YR31574405, YR31574406, YR3173773					
YR3494793	2022/11/07	CERTIFICATE		PRIME DESIGN BUILD CORPORATION		C
	REMARKS: YR3470704					

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

Appendix “G”

RSM Canada Limited
Court-Appointed Receiver of 12252856 Canada Inc.
Interim Statement of Receipts and Disbursements
for the period February 28, 2023 to May 30, 2023

Receipts

Advances from secured creditor - Note (a)	200,000
Interest	265
Total Receipts	\$ <u>200,265</u>

Disbursements

Property Taxes	\$ 62,279
Interest	13,000
Repairs & Maintenance	5,300
Financing Fees	4,000
Insurance	1,750
Miscellaneous Disbursements - Note (b)	522
HST Paid	2,765
Receiver's Fees	15,676
Total Disbursements	\$ <u>105,291</u>
Excess of Receipts over Disbursements	\$ <u><u>94,974</u></u>

Notes:

(a) Advances from MarshallZehr secured by Receiver Certificate No. 1

(e) Miscellaneous Disbursements include Administrative, Postage, Bank Charges, Photocopy, and PST charges

**MARSHALLZEHR GROUP INC., AS
ADMINISTRATOR**

- and -

12252856 CANADA INC.

Applicant

Respondent

Court File No. CV-22-00691528-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

MOTION RECORD

(returnable June 6, 2023)

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