

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**HOME TRUST COMPANY**

Applicant

- and -

**2122775 ONTARIO INC.**

Respondent

**MOTION RECORD OF THE RECEIVER**

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# **Tab 1**



Court File No. CV-13-10313-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**HOME TRUST COMPANY**

Applicant

- and -

**2122775 ONTARIO INC.**

Respondent

**NOTICE OF MOTION**

Collins Barrow Toronto Limited (the "Receiver"), in its capacity as receiver of the assets, undertakings and properties of the Respondent 2122775 Ontario Inc. (the "Debtor") will make a Motion to a Judge of the Commercial List on Monday June 30, 2014, at 10:00 a.m., or as soon after that time as the Motion can be heard at 330 University Avenue, in Toronto, Ontario.

**PROPOSED METHOD OF HEARING:** The Motion is to be heard orally.

**THE MOTION IS FOR:**

- (a) an Order, if necessary, abridging the time for service and validating service of this Notice of Motion and Motion Record, and dispensing with further service hereof such that this Motion is properly returnable on Monday June 30, 2014;

- (b) an Order approving the actions and proposed actions of the Receiver as set out in its Third and Final Report dated June 16, 2014 (the “**Third Report**”), the Second Supplemental Report of the Receiver each dated February 13, 2014 and the Third Supplemental Report of the Receiver dated March 13, 2014 (collectively, the “**Supplemental Reports**”) and approving the Third Report and Supplemental Reports;
- (c) an Order approving the fees and disbursements of the Receiver and its counsel as set out in the Third Report;
- (d) an Order approving the Receiver’s interim statement of receipts and disbursements;
- (e) an Order barring Canada Revenue Agency (“**CRA**”) from asserting any future claims against the Debtor or the Receiver in respect of any HST that may be payable by the Debtor to CRA;
- (f) after payment of the fees and disbursements of the Receiver and its counsel, in the amounts approved by the court, an Order authorizing and directing the Receiver to distribute the funds remaining in its hands to VS Capital Corp. (“**VS Capital**”);
- (g) an Order discharging Collins Barrow Toronto Limited as Receiver of the undertakings, property and assets of the Debtor;
- (h) an Order releasing Collins Barrow Toronto Limited from any and all liability it

now has or may have by reason of, or in any way arising out of, the acts or omissions of Collins Barrow Toronto Limited while acting in its capacity as Receiver herein, save and except for any gross negligence or willful misconduct on the Receiver's part; and

- (i) such further relief as counsel may advise and this Honourable Court may permit.

**THE GROUNDS FOR THE MOTION ARE:**

1. In accordance with the Order of the Honourable Mr. Justice Brown dated February 14, 2014 (the "**Approval Order**"), and the Amended and Restated Approval and Vesting Order of the Honourable Mr. Justice McEwan dated March 18, 2014, the Receiver has completed the sale of certain of the Debtor's assets, property, and undertakings to Urbancorp (Bridlepath) Inc. (the "**Purchaser**") pursuant to an agreement of purchase and sale between the Receiver and Urbancorp (Downtown) Development Inc. made as of April 22, 2014, which was assigned to the Purchaser;
2. Pursuant to the Approval Order, the Receiver has made payment of all amounts owed by the Debtor to Home Trust Company, the Debtor's first ranking secured creditor;
3. The Receiver has substantially completed the administration of the Debtor's estate and now wishes to distribute the balance of funds in its hands;
4. The Receiver has obtained independent legal opinions confirming the validity,

enforceability and priority (subject to certain exceptions) of the security held by Home Trust Company, VS Capital, and certain other liens and charges registered against the Debtor's Property;

5. The Receiver is of the view that its fees and disbursements and those of its legal counsel, are reasonable and recommends approval thereof to this court;
6. The Receiver contacted CRA to request that it conduct an audit or trust exam to verify that the Debtor has no HST liability, but CRA was unable to conduct the exam. While CRA has verbally confirmed that no HST is owed by the Debtor, CRA has stated that it cannot issue an assessment or provide a letter to confirm the same. The Receiver has put CRA on notice that it intends to seek an order barring CRA from asserting any future claims.
7. Rules 3.02 and 16.08 of the *Rules of Civil Procedure*; and
8. Such further and other grounds as counsel may advise and this Honourable Court permit.

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

1. The Third Report of Collins Barrow Toronto Limited dated June 16, 2014, and the Exhibits attached thereto; and
2. Such further and other material as counsel may advise and this Honourable Court may permit.

June 18, 2014

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**HOME TRUST COMPANY**  
Applicant

-and- **2122775 ONTARIO INC.**  
Respondent

Court File No. CV-13-10313-00CL

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

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

**NOTICE OF MOTION**

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# **Tab 2**

Court File No. CV-13-10313-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**HOME TRUST COMPANY**

**Applicant**

- and -

**2122775 ONTARIO INC.**

**Respondent**

**THIRD AND FINAL REPORT OF THE RECEIVER**

**June 16, 2014**



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## I. INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (Commercial List) ("**Court**") dated November 15, 2013 (the "**Appointment Order**"), Collins Barrow Toronto Limited ("**CBTL**") was appointed receiver and receiver and manager (the "**Receiver**") of 2122775 Ontario Inc. ("**2122775**" or the "**Debtor**"), without security, of all of the lands and premises municipally known as 2425 and 2427 Bayview Avenue, Toronto, Ontario and described in Appendix "B" to the Appointment Order (the "**Lands**") and of all the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including those acquired for, or used in relation to, the development of the Lands and construction of improvements thereon, including all proceeds thereof (collectively, the "**Property**"). A copy of the Appointment Order is attached as Appendix "A".
2. The Appointment Order authorized the Receiver to, among other things, take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property. In addition, the Receiver was authorized to sell, convey, transfer, lease or assign the Property or any part thereof out of the ordinary course of business:
  - (a) without the approval of the Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
  - (b) with the approval of the Court in respect of any transaction in which the purchase price or aggregate purchase price exceeds \$500,000.

- 
3. On December 4, 2013, the Receiver issued its first report to the Court (the "**First Report**") for the purpose of, among other things, seeking an Order of the Court approving the marketing and sales process to be conducted by the Receiver to solicit offers for the sale of the Lands (the "**Marketing Process**").
  4. By Order of Justice D. Brown dated December 11, 2013 (the "**Marketing Order**"), the Court approved the Marketing Process, sealed Appendix "J" to the First Report, being the Confidential Information Memorandum, authorized the Receiver to disclose to and review with any secured creditors of the Debtor or any of their advisers, any and all offers received by the Receiver to purchase the Lands; ordered the Receiver to retain independent legal counsel, and approved the First Report and activities of the Receiver as set out in the First Report. A copy of the Marketing Order is attached as Appendix "B".
  5. On February 5, 2014, the Receiver issued its second report to the Court (the "**Second Report**") and sealed supplemental report ("**First Supplemental**") for the purpose of, among other things, seeking an Order of the Court approving the sale transaction entered into by the Receiver for the sale of the Lands to Urbancorp (Downtown) Developments Inc. ("**Urbancorp**").
  6. On February 13, 2014, the Receiver issued its second supplemental report ("**Second Supplemental**") for the purpose of providing information to the Court on a pending proceeding by the Debtor to seek an order allowing for the redemption of the Home Trust mortgage by the Debtor and staying the receivership and sale proceedings. A copy of the Second Supplemental is attached as Appendix "C".

- 
7. By Order of Justice D. Brown dated February 14, 2014 (the "**Vesting Order**"), the Court approved the sale transaction contemplated by an agreement of purchase and sale between the Receiver and Urbancorp made as of January 22, 2014 (the "**APS**"). A copy of the Vesting Order is attached as Appendix "**D**".
  8. By Order of Justice D. Brown dated February 14, 2014 (the "**February 14 Order**"), the Court approved the actions of the Receiver as set out in the Second Report and First Supplemental and authorized the Receiver to make a distribution to Home Trust Company ("**Home Trust**") in respect of its secured debt. Copies of the February 14 Order and the endorsement of Justice D. Brown are attached as Appendix "**E**".
  9. The Court orders and reports of the Receiver 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/2122775-ontario>.

#### **Purpose of Third and Final Report**

10. The purpose of this third and final report of the Receiver (the "**Third Report**") is to:
  - (a) advise the Court with respect to the activities of the Receiver since the date of the Second Report to June 10, 2014 including the completion of the sale transaction with Urbancorp;
  - (b) seek the Court's approval of the Second Supplemental, Third Supplemental (defined below), the Third Report, and the Receiver's conduct and activities described therein;

- 
- (c) seek the Court's approval with respect to the Receiver's proposed distribution as set out in the Third Report;
  - (d) seek an order barring Canada Revenue Agency ("CRA") from asserting any future claims against the Debtor or the Receiver in respect of any HST that may be payable in respect of the Debtor to CRA;
  - (e) provide the Court with a summary of the Receiver's cash receipts and disbursements for the period November 15, 2013 to June 10, 2014;
  - (f) seek an order approving the fees and disbursements of the Receiver and its legal counsel in these proceedings for the period ending May 31, 2014; and
  - (g) seek an order discharging CBTL from the powers, duties and obligations attendant to its appointment as Receiver (subject to the completion of certain minor administrative duties as set out in the Third Report).

#### **Terms Of Reference**

11. In preparing this Third Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "Information"). Certain of the information contained in this Third Report may refer to, or is based on, the Information. As the Information has been provided by other parties, or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted

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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.

12. Unless otherwise stated, all dollar amounts contained in the Third Report are expressed in Canadian dollars.
13. Unless otherwise provided, all other capitalized terms not otherwise defined in this Third Report are as defined in the First Report and Second Report.

## **II. BACKGROUND**

14. 2122775 is an Ontario corporation incorporated on December 20, 2006 and was, at the date of the receivership, the registered owner and developer of the Lands.
15. The Lands are residential land comprising approximately 1.3 acres located on the east side of Bayview Avenue, just north of Post Road, in the City of Toronto, Ontario.
16. Additional background information, including a description of the Lands, the status of the construction thereon and the secured creditors are set out in the First Report.

## **III. APPEAL OF DECISION OF JUSTICE D. BROWN**

17. On February 24, 2014, the Debtor gave notice that it was appealing to the Court of Appeal from the decision of Justice D. Brown to issue the Vesting Order. The Appellant sought to have the Vesting Order set aside and asked that it be allowed to redeem the Home Trust mortgage. On February 27, 2014, the Appellant filed a Notice of Motion seeking the Court's direction on whether the

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Vesting Order was automatically stayed pending the disposition of the appeal and requesting an order for an expedited appeal.

18. On March 4, 2014, the Receiver responded with a Notice of Cross-Motion seeking a declaration from the Court that the Vesting Order was not stayed or, alternatively, an order cancelling the stay.
19. Factums were filed by both the Appellant and the Receiver, on March 4 and 6, 2014, respectively. In addition, a responding affidavit was also submitted by Urbancorp, which supported the Receiver's cross-motion in the Court of Appeal.
20. The appeal was heard on March 10, 2014 and the endorsement of Justice J.A. Doherty was released on March 12, 2014 (the "**Sale Endorsement**"). The essential question considered by the Court of Appeal was whether the Vesting Order should be stayed pending the appeal because, if no stay was granted, the appeal would likely be pointless as the sale of the Lands was scheduled to close on March 20, 2014, which would be before the date the appeal would be heard by the Court of Appeal. The merits of the appeal were to be determined on the basis of whether the Court of Appeal would hold that Justice D. Brown erred in the exercise of his discretion by refusing to delay the sale process to allow the applicant a further opportunity to come up with a better proposal to redeem the mortgage.
21. Justice J.A. Doherty declined to grant a stay of the Vesting Order because the Court did not find that Justice D. Brown's exercise of his discretion was unreasonable for reasons including that:

- 
- (a) the Receiver had sought approval of a sale arranged under a court-approved sale process which had been meticulously adhered to by the Receiver;
  - (b) the Receiver and Urbancorp were entitled to anticipate that the sale would be completed in accordance with the court-approved sale process; and
  - (c) the integrity of the sale process established under the court order would suffer.

A copy of the Sale Endorsement is attached as Appendix "F".

#### IV. ASSIGNMENT AND CLOSING OF THE SALE

- 22. Pursuant to paragraph 6.21 of the APS, the Purchaser had the right, and was permitted provided it was not in breach, nor in default, of its obligations thereunder, on five (5) Business Days prior written notice to the Vendor, to assign the APS and all the benefits or rights contained therein, to an affiliated entity, subject to the assignee entering into an assumption agreement with the Vendor.
- 23. On February 21, 2014, the Receiver, Urbancorp and Urbancorp (Bridlepath) Inc. ("**Urbancorp B**") entered into an Assignment and Assumption of Purchase Agreement (the "**Assignment**") whereby Urbancorp assigned the APS to Urbancorp B.
- 24. On March 18, 2014, the Receiver made an application to the Court to advise the Court of the Assignment and to request that the Court issue an Amended and Revised Approval and Vesting Order (the "**Amended Vesting Order**"). The reasons for the application are contained in the Receiver's third supplemental



report dated March 13, 2014 (the "Third Supplemental"). A copy of the Third Supplemental is attached as Appendix "G".

25. On March 18, 2014 the Amended Vesting Order was issued by Justice McEwen. A copy of the Amended Vesting Order is attached as Appendix "H".
26. The sale of 2425 and 2427 Bayview Avenue to Urbancorp B closed on March 20, 2014.

## V. SECURED CREDITORS

### First Mortgagee

27. Pursuant to the February 14 Order, an interim distribution was made to Home Trust on March 21, 2014 in the amount of \$6,904,512.88, resulting in full payout of its debt. A copy of Home Trust's payout statement is attached as Appendix "I". As set out on the payout statement, the amount due to Home Trust was \$7,208,572.53, which included amounts advanced under Receiver Certificates of \$304,059.65, which were repaid separately by the Receiver.

### Priority among the Liens and the 2<sup>nd</sup> and 3<sup>rd</sup> mortgages

28. Set out below is a summary of the second and third mortgagees and lien claimants who had registered against title to the Lands:

Creditor	Amount of Charge	Nature of Charge
VS Capital Corporation	\$8,750,000	Second Mortgage
Zaherali Visram	\$5,100,000	Third Mortgage
King Masonry Yard Ltd.	\$8,782	Construction Lien
UCIT Online Security Inc.	\$29,595	Construction Lien
Silverado Custom Home Corporation	\$37,500	Construction Lien

- 
29. The Receiver requested and received from the three lien claimants supporting documentation for their construction liens.
  30. The Receiver requested and received from the second and third mortgagees proof of advances made to the Debtor and supporting documentation as to the purpose of those advances.
  31. The Receiver obtained from its legal counsel, Dickinson Wright LLP (“Dickinson”), an opinion as to the validity of the liens and the priority among the liens and the second and third mortgages.
  32. Based upon its review of the security and other supporting documentation, Dickinson has opined that:
    - (a) the liens are valid and enforceable;
    - (b) the encumbrances created by the Security Documents registered against the Lands rank in the following order of priority:
      1. funds advanced by VS Capital under the second mortgage in the amount of \$6,525,000 representing \$4.8 million to pay out a prior mortgage arising from an equity loan and \$1.725 million to provide working capital including an interest reserve;
      2. the liens to the extent of the deficiency in the holdback required by the Construction Lien Act, (i.e. 10% of the price of goods and services supplied and owing under the liens);
      3. funds advanced by VS Capital under the second mortgage in the amount of \$2.225 million to fund construction and completion of the model home;

4. funds advanced by Mr. Visram under the third mortgage; and
5. the balance of amounts owing under the liens.

## VI. PRIORITY CLAIMS

33. The V.P. of Finance of Hush Homes Inc. ("**Hush**") has advised the Receiver that the Debtor filed \$0 returns as the Debtor had no revenue, and expenses incurred with respect to the townhouse development were claimed by Hush.
34. The Receiver contacted CRA to request that it schedule an audit or trust exam to verify that no money was owed by the Debtor in respect of HST. CRA has advised the Receiver that it is unable to schedule an audit or trust exam because it could not verify with Naheel Suleman, the Officer of the Debtor and Hush, that he retained possession of the relevant books and records, and thus could not make arrangements to attend for an audit.
35. While Hush has transferred certain of the Debtor's accounting records to the Receiver, Mr. Suleman has not complied with the Receiver's numerous requests for copies of the corporate tax or HST returns which were filed by the Debtor prior to the receivership. The Receiver did not seek a further order from the Court to compel Mr. Suleman to comply, since, as the Debtor never generated any sales, nor apparently claimed any HST input tax credits, no HST should be payable.
36. CRA has verbally confirmed that the Debtor filed \$0 returns on its HST returns. However, CRA has stated that it cannot issue an assessment or provide a letter to the Receiver to confirm that no monies are owed by the Debtor on account of HST.

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37. In light of the foregoing and in order to allow the Receiver to finalize its administration of the receivership, the Receiver has advised CRA that it intends to make an application for discharge and distribution of the funds on hand to secured creditors and will ask the Court to issue an order barring CRA from asserting any future claims against the Debtor or the Receiver. A copy of the Receiver's letter to CRA is attached as Appendix "J".

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

38. Attached hereto as Appendix "K" is the Receiver's Interim Statement of Receipts and Disbursements for the period November 15, 2013 to June 10, 2014 which indicates a cash balance on hand of \$4,048,871. Total cash receipts were \$11,803,433 and total cash disbursements were \$850,048 prior to the interim distribution to the first mortgagee.
39. Sales proceeds of \$11,500,000 were received from the sale of the Lands on March 20, 2014.
40. As noted earlier in this report, an interim distribution was made to the first mortgagee, Home Trust, for approximately \$6.9 million.
41. Receiver Certificates were issued to Home Trust on December 10, 2013 in the amount of \$100,000 and on January 30, 2014 in the amount of \$200,000. The Receiver certificates were repaid with interest on March 21, 2014.

#### **VIII. PROFESSIONAL FEES**

42. The total fees and disbursements of the Receiver amount to \$244,485.00 excluding HST, which includes an accrual of \$17,500.00 for fees and

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disbursements to be incurred to complete its administration of the receivership. Particulars of the Receiver's fees and disbursements including hours spent, hourly rates, and total fees are set out in Exhibits "A" and "B" to the Affidavit of Bryan Tannenbaum sworn on June 16, 2014.

43. The total fees and disbursements incurred by the Receiver for services provided by Gowlings LLP as legal counsel to the Receiver for the period November 15, 2013 to December 13, 2013 amount to \$12,277.18 excluding HST. Particulars of the hours spent, hourly rates, total fees and disbursements by Gowlings LLP are set out in Exhibits "A" and "B" to the Affidavit of Calvin Ho sworn on May 8, 2014.
44. The total fees and disbursements incurred by the Receiver for services provided by Minden Gross LLP in respect of a review of the validity of the security of the first to fourth mortgages amount to \$3,275.61 excluding HST. Particulars of the hours spent, hourly rates, total fees and disbursements by Minden Gross LLP are set out in Exhibits "A" and "B" to the Affidavit of Timothy Dunn sworn on May 8, 2014.
45. The total fees and disbursements incurred by the Receiver for services provided by Dickinson as legal counsel to the Receiver for the period December 13, 2013 to May 27, 2014 and estimated to completion amount to \$102,557.19, including fees and disbursements of \$90,758.57 and HST of \$11,798.62 and excluding an accrual of \$5,000.00 for fees to completion. Particulars of the hours spent, hourly rates, total fees and disbursements by Dickinson are set out in Exhibits "A" and "B" to the Affidavit of David Preger sworn on June 9, 2014.

46. The total professional fees of the Receiver and its legal counsel total \$355,796.36, including the accrual of \$22,500 and excluding HST. Of this amount, approximately \$30,000 in fees relate to the closing of the sale transaction while \$50,000 in fees were incurred in response to the appeal of the Vesting Order by the Debtor.

#### IX. PROPOSED FINAL DISTRIBUTION

47. As set out in the Receiver's Interim Statement of Receipts and Disbursements, the Receiver currently has \$4,048,871 in its trust account. After deducting a holdback of \$25,425 to complete the receivership administration, there will be \$4,023,446 available for distribution (the "**Distributable Funds**").

Funds on hand as at June 10, 2014	\$ 4,048,871
Less:	
Accrued liabilities (including HST)	
Estimated Receiver's fees to completion	19,775
Estimated Legal fees to completion	5,650
Total reserve	<u>25,425</u>
<b>Distributable Funds</b>	<b>\$ 4,023,446</b>

48. The Receiver seeks the Court's approval for the scheme of distribution as set out below (the "**Proposed Distribution**"):

- (a) first, a reserve for any unpaid liabilities incurred by the Receiver in connection with these proceedings, including the fees and disbursements of the Receiver and its legal counsel, which is currently estimated at \$25,425;

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- (b) second, to VS Capital, the amount of \$4,023,446 in respect of funds advanced under its second mortgage; and
  - (c) any surplus funds held in the trust account after the Receiver has completed its administration of the receivership shall be paid to VS Capital on account of its second mortgage to a maximum of \$6.525 million.
49. As it is anticipated that VS Capital will suffer a shortfall of at least \$4.7 million on its second mortgage, there will not be any funds available for distribution to the lien claimants, the third and fourth mortgagees or to any unsecured creditors.

#### **X. REMAINING DUTIES OF THE RECEIVER**

50. The Receiver's remaining duties include the following:
- (a) distributing funds available for distribution in accordance with the proposed scheme of distribution;
  - (b) filing HST returns until the completion of the administration of this estate; and
  - (c) making disbursements in accordance with amounts accrued on the Receiver's Interim Statement of Receipts and Disbursements.

#### **XI. RECEIVER'S DISCHARGE**

51. As the Receiver's administration of this estate is substantially complete, and in order to avoid the costs of making a motion to the Court to obtain the Receiver's discharge, the Receiver is presently seeking an order discharging CBTL from the powers, duties and obligations attendant to its appointment as Receiver. The Receiver is proposing that the Discharge Order become effective on the day that

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the Receiver files with the Court a Certificate in which the Receiver certifies that the Receiver has:

- (a) distributed the funds in its possession;
  - (b) prepared a final statement of receipts and disbursements, a copy of which is attached to the Certificate; and
  - (c) has completed its administration of the receivership.
52. A copy of the proposed Discharge Order, including the form of Receiver Certificate ("**Receiver Discharge Certificate**"), is attached hereto as Appendix "L".

## **XII. CONCLUSION**

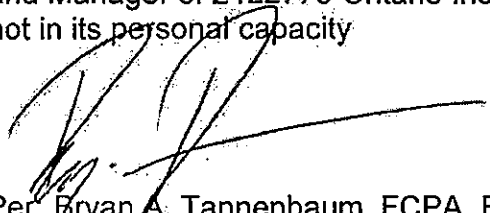
53. The Receiver respectfully requests that the Court grant an Order which provides for the following:
- (a) Approval of the activities of the Receiver since the Second Report;
  - (b) Approval of the Receiver's Second Supplemental, Third Supplemental and Third Report;
  - (c) Approval of the Receiver's Interim Statement of Receipts and Disbursements attached hereto including the accruals and provision made therein;
  - (d) Approval of the Receiver's Proposed Distribution as set out herein;
  - (e) Barring CRA from asserting any future claims against the Debtor or the Receiver in respect of any HST that may be payable in respect of the Debtor to CRA;



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- (f) Approval of the accounts of the Receiver and its legal counsel set out herein including the accruals for completion of all administration relating to this matter; and
- (g) Termination of these proceedings and discharge of CBTL from the powers, duties and obligations attendant to its appointment as Receiver effective upon the filing of the Receiver Discharge Certificate indicating that the Receiver has completed the Remaining Duties.

All of which is respectfully submitted to this Court as of this 16 day of June, 2014.

**COLLINS BARROW TORONTO LIMITED**  
In its capacity as Court Appointed Receiver  
and Manager of 2122775 Ontario Inc. and  
not in its personal capacity



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

**APPENDIX A**

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Court File No.: CV-13-10313-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE

JUSTICE

T. Honneman

)
  
)
  
)FRIDAY, THE 15<sup>TH</sup> DAY

OF NOVEMBER, 2013

**BETWEEN:****HOME TRUST COMPANY****Applicant**

- and -

**2122775 ONTARIO INC.****Respondent**

**APPLICATION UNDER** s. 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985 c. B-3, s. 101 of the Courts of Justice Act, R.S.O. 1990, c. C-43 and Rules 14.05(2) and (3) (d), (g) and (h) of the Rules of Civil Procedure

**ORDER**

**THIS APPLICATION** made by Home Trust Company ("**Home Trust**") 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 ("**Collins Barrow**") as receiver and receiver and manager (jointly, the "**Receiver**") without security, of all of the assets,

undertakings and properties of 2122775 Ontario Inc. (the "Debtor") was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of John Harry, sworn October 29, 2013 and the Exhibits thereto and on hearing the submissions of counsel for Home Trust, and on reading the consent of Collins Barrow 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 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 is hereby appointed Receiver, without security, of all of the lands and premises legally described in Schedule "B" hereto (the "Lands") and of all the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including those acquired for, or used in relation to, the development of the Lands and construction of improvements thereon, 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:

- 3 -

- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control 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 all or any part of 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;

- 4 -

- (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, 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* and subsection 31(1) of the Ontario *Mortgages Act* 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;
- (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;

- (t) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property.

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 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 AND DECLARES** 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, wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, 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*.
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 current employees only 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") and for the sole purpose of assisting or facilitating the prospective purchaser's or bidder's negotiations or discussions with said employees in respect of future employment with the prospective purchaser or bidder. 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 in this proceeding 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 legal 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 (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.
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 "A"** 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 20 to 23 inclusive above, and as an alternate thereto, the Receiver is hereby authorized to borrow money to fund the exercise of its 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 Mortgage as defined in and as attached as an exhibit to the Affidavit of John Harry sworn October 29, 2013) 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. Accordingly, this Court further orders that the Receiver is hereby expressly appointed as a foreign representative of the Debtor for purposes of seeking the recognition and enforcement of this Order in a foreign proceeding, and taking any actions necessary to discharge its duties under the Order and applicable law.

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

30. **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 material to counsels' email address 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, and the Receiver may post a copy of any or all such material on its website at [www.collinsbarrow.com](http://www.collinsbarrow.com) (the "Website").

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, provided that nothing in this section operates to extend any applicable appeal period.

32. *I will remain seized of this matter for the purpose of approval of the receiver's fees on the consent of all parties. Counsel for the receiver submitted that this is a straightforward matter involving the sale of property.*

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## Schedule "A"

## RECEIVER CERTIFICATE

CERTIFICATE NO. ●

AMOUNT \$ ●

1. THIS IS TO CERTIFY that Collins Barrow Toronto Limited, the receiver and the receiver and manager (the "Receiver") of the assets, undertakings and properties of 2122775 Ontario Inc. (the "Debtor") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ● day of November, 2013 (the "Order") made in an action having Court file number ●, 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 (as defined in the Order), 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.



- 15 -

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) 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.

(a)

DATED the \_\_\_\_ day of \_\_\_\_\_, 2013.

**Collins Barrow Toronto Limited**

solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

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

Name:

Title:

**SCHEDULE "B"****LEGAL DESCRIPTION**

<b>PIN</b>	10126 - 1010 LT
	Part of Lot 8 Concession 2 EYS (N York), designated as Parts 1 & 2 on Plan 66R24078; City of Toronto
<b>ADDRESS</b>	2425 and 2427 Bayview Avenue Toronto

<p><b>HOME TRUST COMPANY</b> Applicant</p>	<p>Court File No. CV-13-10313-00CL <b>2122775 ONTARIO INC.</b> Respondent</p>
<p>v.</p>	<p><i>ONTARIO</i> <b>SUPERIOR COURT OF JUSTICE</b> (Commercial List)  (PROCEEDING COMMENCED AT TORONTO)</p>
	<p><b>ORDER</b></p>
	<p><b>GOWLING LAFLEUR HENDERSON LLP</b> Barristers and Solicitors 1 First Canadian Place 100 King Street West, Suite 1600 Toronto ON M5X 1G5</p> <p><b>Calvin J. Ho (LSUC No. 40875B)</b> Tel: (416) 862-5788 Fax: (416) 862-7661</p> <p>Solicitors for the Applicant Home Trust Company</p>

**APPENDIX B**

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Court File No. CV-13-10313-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE	)	WEDNESDAY, THE 11 <sup>TH</sup>
	)	
MR. JUSTICE D.M. BROWN	)	DAY OF DECEMBER, 2013

**BETWEEN:**

HOME TRUST COMPANY

Applicant

-and-

2122775 ONTARIO INC.

Respondent

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

**ORDER**

THIS MOTION, made by Collins Barrow Toronto Limited, in its capacity as Court appointed receiver and receiver and manager (the "Receiver") of 2122775 Ontario Inc. (the "Debtor"), without security, of all the lands and premises municipally known as 2425 and 2427 Bayview Avenue, Toronto, Ontario, and all of the Debtor's current and future assets, undertakings and properties, for an Order approving the marketing and sales process proposed in the First Report to Court of the Receiver (the "First Report"), as well as the activities of the Receiver as set out in the First Report, was heard this day at 330 University Avenue, Toronto, Ontario.

-2-

**ON READING** the First Report and on hearing the submissions of counsel for the Receiver, no other person appearing though served,

1. **THIS COURT ORDERS** that the First Report and the activities of the Receiver as described in the First Report for the period November 15, 2013 to December 3, 2013, are hereby approved.
2. **THIS COURT FURTHER ORDERS** that the Receiver's marketing and sales plan for the Lands as described in the First Report (the "Marketing Process") is hereby approved, and the Receiver is hereby authorized and directed to proceed with carrying out the Marketing Process.
3. **THIS COURT FURTHER ORDERS** that Appendix "J" to the First Report, being the Confidential Information Memorandum, shall be sealed, kept confidential, and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope and shall only be opened upon further order of the Court.
4. **THIS COURT FURTHER ORDERS** that the Receiver shall retain independent legal counsel at such time and capacity as may be deemed necessary by the Receiver.
5. **THIS COURT FURTHER ORDERS** that if considered by the Receiver to be necessary or appropriate, to disclose to and review with any secured creditors of the Debtor or any of their advisors, any and all offers received by the Receiver to purchase the Lands.
6. **THIS COURT FURTHER ORDERS** that the Receiver shall have its costs of this Motion from the estate herein in accordance with the initial Appointment Order.

L. 11  
L. 11

DEC 11 2013

  
\_\_\_\_\_  
A. Anissimova  
Registrar

Court File No. CV-13-10313-00CL

HOME TRUST COMPANY  
Applicant v. 2122775 ONTARIO INC.  
Respondent

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ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

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ORDER

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**GOWLING LAFLUEUR HENDERSON LLP**  
Barristers and Solicitors  
Suite 1600 - 1 First Canadian Place  
100 King Street West  
Toronto, Ontario  
M5X 1G5

Attn: Calvin J. Ho (LSUC #40875B)  
TEL: (416) 862-5788  
FAX: (416) 862-7661

Lawyers for the Applicant

**APPENDIX C**

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Court File No. CV-13-10313-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**HOME TRUST COMPANY**

**Applicant**

- and -

**2122775 ONTARIO INC.**

**Respondents**

**SECOND SUPPLEMENTAL REPORT OF THE RECEIVER**

**February 13, 2014**

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VI. CONCLUSION ..... 9

**Appendices**

GSNH Letter..... A

TCI letter, TCI Term Sheet and Ushjo Term Sheet..... B

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## I. INTRODUCTION

1. This Second Supplemental Report ("**Second Supplemental**") is to be read in conjunction with the Second Report of Collins Barrow Toronto Limited, Court-appointed receiver and receiver and manager of 2122775 Ontario Inc. (the "**Receiver**") dated February 5, 2014 ("**Second Report**") and the Supplemental Report of the Receiver dated February 5, 2014 ("**First Supplemental**"). The First Supplemental, which the Receiver has requested be sealed until the closing of the sale of the Lands, provides the Court with details of the offers received by the Receiver and the Receiver's activities following receipt of those offers.
2. The purpose of the Second Supplemental is to
  - (a) inform the Court of a pending proceeding by 2122275 Ontario Inc. ("**2122775**" or the "**Debtor**") in which 2122275 will request that the Court issue an Order allowing for the redemption of the Home Trust Company ("**Home Trust**") mortgage by the Debtor and staying the receivership and sale proceedings; and
  - (b) provide information to the Court on the two term sheets that were provided to the Receiver which the Receiver understands will form the basis of the Debtor's requests described above.
3. All defined terms in the Second Supplemental have the meanings ascribed to them in the Second Report.

## II. NOTICE OF INTENT TO REDEEM HOME TRUST MORTGAGE

4. On February 10, 2014, Dickinson Wright LLP ("**Dickinson**"), counsel for the Receiver, received correspondence from Goldman Sloan Nash & Haber LLP

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("GSNH"), counsel for VS Capital and Visram, the second through fourth mortgagees:

- (a) indicating that GSNH had received communication from Keyser Mason Ball LLP ("**Keyser**"), counsel for the Debtor, that Keyser intended to apply for an Order requesting redemption of the Home Trust mortgage by the Debtor and staying the receivership and sale proceedings pending funding pursuant to financing "*commitments*" received from Toronto Capital Inc. ("**TCI**");
  - (b) enclosing the two financing term sheets which had been received by 2122775 together with a letter from TCI stating that subject to fulfillment of standard legal requirements, its lenders were "*ready, willing and able to close their respective commitments*"; and
  - (c) advising that GSNH had received instructions from VS Capital and Visram to consent to the TCI financing and to the redemption by 2122775 of the Home Trust mortgage, and that GSNH was authorized to appear before the Court and support 2122775's application for redemption of the Home Trust mortgage and for a temporary stay of the receivership and sale process, to allow for completion of such financing and full redemption of the Home Trust mortgage and termination of the receivership.
5. A copy of the GSNH letter is attached hereto as Appendix "A".
  6. Included in the correspondence from GSNH were copies of a term sheet from Toronto Capital Inc. In Trust (the "**TCI Term Sheet**"), a term sheet from Ushjo Enterprises Inc. (In Trust) (the "**Ushjo Term Sheet**") and a letter dated

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January 23, 2014 from TCI stating, *inter alia*, that "Subject to standard legal requirements (i.e. Registration of security and confirmation of property taxes) our Lenders are ready, willing and able to close their respective commitments."

Copies of the letter from TCI, the TCI Term Sheet and the Ushjo Term Sheet are attached hereto as Appendix "B".

7. Notwithstanding that the letter from TCI was dated January 23, 2014, a copy was not provided to the Receiver until the evening of February 10, 2014.
8. The Receiver forwarded a copy of the GSNH letter, the TCI letter, the TCI Term Sheet and the Ushjo Term Sheet to Home Trust, which had not received prior notice of the Debtor's intent to redeem the Home Trust mortgage.

### **III. REVIEW OF TERM SHEETS**

9. The Receiver has reviewed the TCI Term Sheet and the Ushjo Term Sheet.
10. Set out below are the salient terms of those term sheets as they relate to the Debtor receiving the contemplated financing:

(i) *TCI Term Sheet*

- a. The purpose of the loan is to pay out the existing first mortgage in favour of Home Trust in the amount of \$6,820,000;
- b. The borrowers are the Debtor and HUSH Homes Inc. ("HUSH");
- c. The lender is Milev Limited;
- d. The principal amount of the loan is \$5,000,000;
- e. The mortgage security is to include a first mortgage against the lands and improvements over 2425 Bayview Avenue, Toronto, Ontario;

- 
- f. The term of the loan is 15 months during which interest on the loan is calculated at 7% per annum for the first 12 months and at 12% per annum for the last 3 months of the term;
- g. Financing is conditional on, among other things:
- i. Title proving acceptable to the Lender and his solicitors;
  - ii. Property taxes to be in good standing;
  - iii. Satisfactory site inspection by the Lender or his agents;
  - iv. Receipt of confirmation that the building permit is in good standing;  
and
  - v. Standstill agreements from the subsequent encumbrances;
- h. A brokerage fee of 1% (\$50,000) is payable to TCI from the advance amount;
- i. A holdback in the amount of \$175,000, representing the first 6 months interest payment, will be held back from the advance;
- j. Payment of a Lender's fee of \$50,000 and a stand-by fee of \$5,000 upon issuance of the commitment letter; and
- k. The letter was open for acceptance by 2122775 until January 20, 2014.

The letter was accepted by 2122775; however, the date of the acceptance is not included on the letter.

(ii) *Ushjo Term Sheet*

- a. The lender is Ushjo Enterprises Inc. (in Trust) ("**Ushjo**");
- b. The borrowers are the Debtor and HUSH;
- c. The amount of the loan is \$3,000,000;

d. The loan proceeds are to be paid out as follows:

Payout of Home Trust mortgage	\$2,045,000
Declining interest reserve	210,000
Liens	120,000
Complete model home	300,000
Fees	140,000
Legals	40,000
Working Capital	<u>Remainder</u>
	<u>\$3,000,000</u>

e. The mortgage security is to include a second collateral mortgage of \$3,000,000 over 2425 Bayview Avenue, Toronto, Ontario, subject to a 1<sup>st</sup> mortgage of no greater than \$5,000,000 with an interest rate of 7%;

f. The term of the loan is 15 months during which interest on the loan is calculated at 14% per annum;

g. Financing is conditional on, among other things:

- i. No material adverse change having occurred in the Company's business or assets;
- ii. The Lender and the Lender's solicitor being satisfied with the results of their due diligence;
- iii. Property taxes to be in good standing;
- iv. Satisfactory site inspection by the Lender;
- v. The borrowers have 6 months from the date of closing to obtain a commitment for construction financing, which commitment will include the repayment of this financing in full. This condition is on a best efforts basis;
- vi. A lender fee of \$80,000 is to be deducted from the advance amount;

- 
- vii. A non-refundable allowance towards legal costs of \$3,000 is to be paid upon acceptance of the term sheet;
  - viii. A brokerage fee of \$40,000 is payable to TCI from the advance amount;
  - ix. A referral fee of \$20,000 is payable to "Fred" from the advance amount; and
  - x. A fee of \$80,000 shall be paid to the Lender and TCI at the time of refinance.

The term sheet appears to have been accepted and agreed on January 21, 2014.

#### **IV. RECEIVER'S COMMENTS ON TERM SHEETS**

11. The Receiver has reviewed the term sheets with a view to determining whether (i) the proposed financing will be sufficient in quantity to redeem Home Trust's mortgage and costs plus unpaid costs of the receivership, and (ii) the term sheets provide any certainty as to when a payout of the Home Trust mortgage would occur. The Receiver's comments are set out below.
12. The purpose of the financing is to provide for the full redemption of the Home Trust mortgage and the termination of the receivership. However, the financing to be provided by Milev Limited and Ushjo is not sufficient to pay out Home Trust's mortgage and costs plus unpaid receivership costs incurred to date. The total of Home Trust's mortgage and costs, the cost of funding the receivership and receivership disbursements is approximately \$7,368,917 as at February 10, 2014 compared to the funds that would be available upon the closing of the



financing of \$6,820,000. The resultant deficiency is \$548,917, calculated by the Receiver as follows:

Funds allocated for payout of Home Trust mortgage	
TCI Term Sheet	\$4,775,000
Ushjo Term Sheet	2,045,000
Total available for payout of Home Trust mortgage	<u>\$6,820,000</u>
Balance owed to Home Trust as at February 10, 2014	\$6,730,006
Receiver's Borrowing Charge to February 10, 2014	301,609
Actual and accrued receivership costs to February 10, 2014	337,302
Total mortgage and receivership costs to date	<u>\$7,368,917</u>
<b>Deficiency in funding</b>	<b><u>\$ (548,917)</u></b>

13. The term sheets are undated and do not specify any firm dates as to when the Lenders' due diligence is to be completed or when the funds will be advanced. As noted earlier in this report, the funding appears conditional upon certain conditions being satisfied.
14. The Ushjo Term Sheet states that the second collateral mortgage is to be subject to a first mortgage of no greater than \$5,000,000 with an interest rate of 7%; however, the proposed first mortgage specifies an interest rate of 12.00% for the last 3 months of the term. The terms of the TCI Term Sheet therefore do not appear to satisfy the conditions of the Ushjo Term Sheet.
15. The Ushjo Term Sheet provides for \$120,000 to be allocated to payment of liens registered against the property. As of the date of receivership, the Debtor's books and records indicated that the lien claimants were owed \$134,353.
16. With regard to this information, the Receiver notes these are term sheets and not commitments. There is no commitment from the lenders. The Receiver also

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notes that to the best of its knowledge, the lenders have not contacted the Receiver to make arrangements to visit the site.

## V. THE RECEIVER'S SALES PROCESS

17. As described more fully in the Second Report and First Supplemental, the Receiver has carried out a marketing and sales process in accordance with the Marketing Order and is seeking an order authorizing and directing the Receiver to enter into and carry out the terms of the agreement of purchase and sale between the Receiver and Urbancorp (Downtown) Developments Inc. ("**Purchase Agreement**").
18. The terms of the Purchase Agreement allow for full payout of Home Trust's mortgage and costs, payment in full of the costs of the receivership administration, and a closing 31 days after the date of the Approval and Vesting Order.
19. The Receiver is of the view that upon completion of the Purchase Agreement, it will also have surplus funds with which to make payments to the mortgagee(s) and/or other creditors ranking behind Home Trust. Despite the Receiver's requests to VS Capital and Visram, the Receiver has not yet received any documentation to support the amounts that may be claimed to be secured by the mortgages of VS Capital and Visram. As a result, it is difficult at this time for the Receiver to comment on which creditors of the Debtor would be entitled to receive the surplus funds arising from the completion of the Purchase Agreement.

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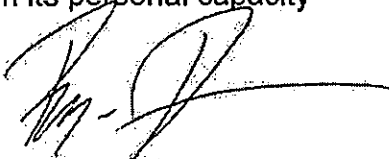
**VI. CONCLUSION**

20. As of the date of this report, the Receiver has not yet received any motion materials from the Debtor, VS Capital or Visram to confirm that the Debtor will seek an Order to enable it to fully redeem the Home Trust mortgage and to terminate these receivership proceedings. Notwithstanding, the Receiver has prepared this report for the Court for the benefit of the Court in the event such materials are served.

All of which is respectfully submitted to this Court as of this 13<sup>th</sup> day of February, 2014.

**COLLINS BARROW TORONTO LIMITED**

In its capacity as Court Appointed Receiver  
and Manager of 2122775 Ontario Inc. and  
not in its personal capacity



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

**APPENDIX A**

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*dedicated to your success*

**WALTER M. TRAUB**  
Tel: 416-597-9922  
E-mail: traub@gsnh.com

Clerk: Nicole Yap  
Tel: (416) 597-6479  
Email: yap@gsnh.com

Our File No.: 120404

February 10, 2014

Dickinson Wright LLP  
Barristers & Solicitors  
199 Bay Street, Suite 2200  
Toronto, Ontario M5L 1G4

Attention: Lisa Corne

Dear Sirs:

**Re: Home Trust Company v. 2122775 Ontario Inc.**

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This is further to my telephone discussion with you of today wherein I indicated that I received communication from Mr. Brian Jenkins of Messrs. Keyer Mason Ball LLP acting for 2122775 Ontario Inc. indicating that he intends to proceed before the court for an Order requesting redemption of the Home Trust Company mortgage by the borrower and staying the receivership and sale proceedings pending funding pursuant to financing commitments received from Toronto Capital Inc. as per enclosed. Due to a flood occurrence at the offices of Messrs. Keyer Mason Ball, LLP Mr. Jenkins is not in the office and has asked me to communicate this advice to you.

I am also authorized to deliver to you the enclosed two financing commitments which have been received by 2122775 Ontario Inc. together with a letter from Toronto Capital Inc. confirming that subject to fulfillment of standard financing conditions the financing commitments are firm.

Please be further advised that we have received instructions from our clients, VS Capital Corporation and Mr. Zaherali Visram, the second, third and fourth mortgagees of the subject property, to consent to the Toronto Capital Inc. financing and to the redemption by 2122775 Ontario Inc. of the first mortgage in favour of Home Trust Company.

Pursuant to such instructions we are authorized to appear before the court and support 2122775 Ontario Inc.'s application for redemption of the Home Trust Company mortgage and for temporary stay of the receivership and sale process, to allow for completion of such financing and full redemption of the Home Trust Company mortgage and termination of the receivership.

I am copying Mr. Jenkins with this correspondence, as per his request.

If I may be of any further assistance please feel free to call me at any time.

Yours very truly,

**GOLDMAN SLOAN NASH & HABER LLP**

Per

Walter M. Traub

WMT:ny  
Encl.

c. *Mr. Brian Jenkins*  
*VS Capital Corporation, Attn: Mr. Manji and Zaherali Visram*

**APPENDIX B**

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**Toronto Capital**

P: 416.225.0555 F: 647.438.2066 W: [www.torontocapital.com](http://www.torontocapital.com)

A: 480 Lawrence Ave West, 4<sup>th</sup> Flr, Toronto, Ontario M5M 1C4

January 23, 2014

RE: Borrowers – 2122775 Ontario Inc. & Hush Homes Inc.  
Property – 2425 Bayview Ave, Toronto, Ontario  
1<sup>st</sup> mortgage financing of \$5Million  
2<sup>nd</sup> mortgage financing of \$3Million

To whom it may concern;

Subject to standard legal requirements ( ie. Registration of security and confirmation of property taxes ) our Lenders are ready, willing and able to close their respective commitments.

Building permits appear to be in good standing.  
Subsequent encumbrances and their legal counsel have indicated their willingness to enter into agreeable standstill agreements.

Legal counsel for the 1<sup>st</sup> mortgagee:  
Leor Margulies  
Robbins, Appleby, Taub

Legal counsel for the 2<sup>nd</sup> mortgagee:  
Barry Rotenberg  
Harris Schaeffer

Sincerely,

*Frank Mondelli*

Frank Mondelli  
Toronto Capital Inc.  
(signed electronically)



## TORONTO CAPITAL INC. IN TRUST

## TERM SHEET

## PRIVATE &amp; CONFIDENTIAL

Subject to the terms and conditions set forth in this letter, the lender will proceed to issue a letter of commitment.

1. **PURPOSE**

To provide a first mortgage to assist with the payout of the existing 1st mortgage in favour of Home Trust in the amount of \$6,820,000.00

2. **BORROWER(S)**

2122775 Ontario Inc.  
Hush Homes Inc.  
(hereinafter collectively called "Borrower").

The Borrower covenants and agrees to satisfy all the terms, conditions and requirements herein contained before any advance is made. The obligation of the Borrower and Covenantors to make payment under the mortgage and other security and perform all other obligations hereunder shall be deemed to be joint and several.

The property and facts are to be as represented by you to the Lender. Material discrepancy or inaccuracy in any information, statements or representations made or furnished to us by or on behalf of you shall be cause for cancellation of this commitment.

3. **COVENANTOR(S)**

Naheel Suleman (Unlimited) (hereinafter referred to as the "Guarantors")

The Borrower and Guarantors covenant to satisfy all the terms, conditions and requirements herein contained before any advances are made. The liability of the Borrower and Guarantors to make payment under the mortgage and perform all other obligations hereunder and the liability of the Guarantors shall be continuing and joint and several.

4. **LENDER**

Milev Limited.

5. **DESCRIPTION OF SECURITY**

A development site approved with building permit issued for 20 luxury townhomes.

-2-

**6. MORTGAGE SECURITY**

Mortgage security shall include but not be limited to:

- a) A valid First Mortgage charge in the amount of \$5,000,000.00 against all lands and improvements over 2425 Bayview Avenue, Toronto, Ontario, known as Hush-Alexandria Project;
- b) The Unlimited Guarantee of Naheel Suleman;
- c) An assignment of all approvals, permits and authorizations;
- d) An assignment of all Purchase and Sale Agreements;
- e) A General Security Agreement over all fixtures, equipment and chattels, etc;
- f) An Assignment of all insurance policies including adequate Builder's All Risk (If applicable);
- g) Title insurance;
- h) Such other security as may be deemed necessary by the Lender's solicitors;
- i) All security documentation shall include Lender's standard forms, including default provisions.

**7. MUNICIPAL ADDRESS**

2425 Bayview Avenue, Toronto, Ontario.

**8. LEGAL DESCRIPTION**

To be provided.

**9. TYPE OF LOAN**

Conventional First Mortgage.

**10. PRINCIPAL AMOUNT**

\$5,000,000.00

**11. TERM**

15 Months

**12. INTEREST RATE**

7.00%, per annum, calculated and payable monthly for the 1st 12 months and 12.00% for last 3 months of the term.

**13. LENDER'S FEE**

\$50,000.00 (1.00% of loan amount), the Lender's fee shall be due and deemed earned upon acceptance of the commitment letter to be issued following the receipt of this signed letter and the associated stand-by fee.

-3-

**14. MONTHLY PAYMENTS**

During the term of the loan, interest only payments shall be calculated and compounded monthly. Payments shall be payable monthly on the first business day of each and every month that an outstanding balance remains unpaid.

The initial payment shall be due and payable on the first day of the first month following the interest adjustment date provided for by this mortgage.

*the depletion  
of the interest  
reserve and-*

**15. FUNDING**

When conditions precedent have been satisfied.

**16. INTEREST ADJUSTMENT DATE**

The Interest Adjustment Date shall be no later than the first day of the calendar month immediately following the month in which the funding of this loan is made.

**17. AMORTIZATION**

The loan is to be interest only.

**18. PREPAYMENT**

The loan shall be closed for 9 months and open upon 60 days written notice thereafter.

**19. CONDITIONS PRECEDENT**

In addition to the matters described elsewhere in this term sheet, the conditions to be satisfied in advance of the disbursement of funds under the mortgage contemplated herein shall include but not be limited to:

- a) The funds secured by the mortgage will be advanced upon title proving acceptable to the Lender and his solicitors, upon registration of the security documents as required and upon receipt from the Lender's solicitors of a satisfactory report on registration of the security documents and confirmation of no adverse filings concerning the Borrower in any ministry, department or agency of government which, in the Lender's solicitor's opinion, could affect the priority of the mortgage; and upon fulfillment of all other terms and conditions of this commitment.
- b) Property taxes to be in good standing
- c) Satisfactory site inspection by the Lender or his agents.
- d) Receipt of confirmation that the building permit is in good standing.
- e) Standstill agreements from the subsequent encumbrances.

**20. TAXES**

All outstanding taxes, assessments and other sums, charged or levied against the lands shall be current and in good standing, failure to do so will constitute a default under the mortgage.

-4-

**21. INSURANCE**

The Borrower shall have proper and adequate Insurance coverage in effect at all times with the lender named as first loss payee.

**22. LEGAL FEES**

The Borrower shall be responsible for all legal fees incurred by the Lender in connection with the loan contemplated by this commitment. The Lender will appoint Leor Margulies of Robbins, Appleby, Taub upon receipt of this executed commitment letter and associated stand-by fees.

**23. STAND-BY FEE**

The borrower shall submit along with this executed letter a stand-by fee in the amount of \$5,000.00 to be applied against the lender's legal fees and any outstanding legal fees in the event the loan is not proceeded with as a result of the borrower's inability to comply with any of the terms contemplated herein. This fee shall be deemed earned and non-refundable upon issuance of the commitment letter contemplated herein.

**24. BROKERAGE FEE**

A brokerage fee of 1.00% shall be deducted from the advance of funds payable to Toronto Capital Inc.

**25. INTEREST RESERVE**

There will be a holdback from the advance in the amount of \$175,000.00 representing the first 6 (six) months interest payment.

**26. ACKNOWLEDGEMENT**

The lender acknowledges the existence of subsequent encumbrances.

This letter will be open for acceptance by the Borrower until January 20, 2014, failing which, this letter will become null and void.

Yours very truly,

**TORONTO CAPITAL INC.**




Frank Mondelli

FM/sk

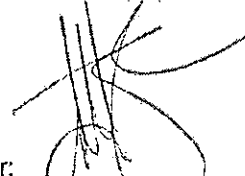
The foregoing term sheet and all terms and conditions thereof are hereby accepted by the undersigned this    day of January, 2014.

**BORROWER;**

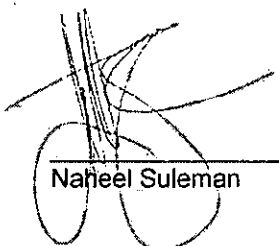
**2122775 ONTARIO INC.**

  
Per: \_\_\_\_\_  
Name:  
Title:

**HUSH HOMES INC.**

  
Per: \_\_\_\_\_  
Name:  
Title:

**GUARANTOR(s)**

  
\_\_\_\_\_  
Naheel Suleman

USHJO ENTERPRISES INC. (IN TRUST)

TERM SHEET

*PRIVATE & CONFIDENTIAL*

Up to \$3,000,000 CDN 2<sup>nd</sup> Mortgage Financing

**Lender:** USHJO ENTERPRISES INC. (in Trust)  
 (the "Lender") will provide financing of up to CDN \$3,000,000.

**Borrower(s):** 2122775 Ontario Inc.  
 Hush Homes Inc.

**Use of Proceeds:** The proceeds will be used as follows;

- Complete Payout of Home Trust 1<sup>st</sup> mortgage \$2,045,000
- Declining Interest Reserve - \$210,000
- Liens - \$120,000
- Complete model home - \$300,000
- Fees - \$140,000
- Legals - \$40,000
- Working capital - Remainder

Note: Monies for the model home and working capital are to be deposited directly into a bank account at Korea Exchange Bank.

**Closing:** The completion of the Loan ("Closing") shall occur on or before January 24<sup>th</sup>, 2014 or such other date as agreed by the Borrowers and the Lender (the "Closing Date").

**Maturity:** All accrued interest and principal shall become due 15 months from the Closing Date. (the "Maturity Date")

**Interest Rate:** The Loan shall bear interest at 14.0% per annum, interest payable there under shall accrue from day to day and shall be payable monthly calculated on the basis of the actual number of days elapsed from the Closing Date.

Monthly interest payments on both the first and second mortgage during the first 6 months from closing will be drawn from the Interest Reserve. If there is a shortfall and/or the Interest Reserve is fully drawn, the Borrower(s) are responsible.

- 2 -

**Security Interest:**

The Loan shall be secured by:

- 2<sup>nd</sup> collateral mortgage of \$3,000,000 over 2425 Bayview Avenue, Toronto, Ontario (Hush – Alexandria project) subject to a 1<sup>st</sup> mortgage of no greater than \$5,000,000 with an interest rate of 7%.
- Unlimited guarantees of:
  - Naheel Suleman
- 2<sup>nd</sup> position Assignment of all approvals and authorizations
- 2<sup>nd</sup> position Assignment of all Purchase and Sale Agreements
- 2<sup>nd</sup> position Assignment of Insurance
- Opinion by Borrower's counsel as to due authorization, valid execution and enforceability of all security.
- Such other documentation, instruments, agreements, security and/or assurances as may be reasonably requested by the Lender and/or its solicitors.

**Guarantors:**

Naheel Suleman – Unlimited

**Repayment:**

The loan is closed for 6 months and open thereafter.

**Conditions:**

In addition to the matters described elsewhere in this Term Sheet, the completion of the transaction will be subject to the following conditions:

- (a) no material adverse change having occurred in the Company's business or assets;
- (b) the Lender and the Lender's solicitor being satisfied with the results of its due diligence; and
- (c) the Company having done all things necessary to allow the security to be registered as contemplated herein, and in a manner satisfactory to the Lender and its solicitors
- (d) property taxes to be in good standing. Property tax statements to be provided semi-annually evidencing no arrears.
- (e) satisfactory site inspection by the Lender
- (f) Funds to be used for payment of completion of the model home and working capital to be advanced into an account designated by the Lender. Release of the funds will be authorized by the Lender or a representative of the Lender against approved invoices.

- 3 -

- (g) The Borrower(s) have 6 months from the date of closing to obtain a commitment for construction financing. This commitment will include the repayment of this financing in full. This condition is on a best efforts basis.

- Legal Documentation:** The Loan will be made pursuant to Security Agreements. Such agreements shall contain, among other things, customary representations and warranties of the Borrower(s) and the Borrower(s) shall also execute such documents and agreements as may be required by Lender's solicitors.
- Lender Fee:** A Lender Fee of \$80,000 shall be deducted from the advance amount.
- Legal Fees:** All Legal Fees are to the account of the Borrower. A non-refundable allowance towards legal costs of \$3,000 shall be paid upon acceptance of this term sheet.
- Brokerage Fee** A Brokerage fee of \$40,000 shall be deducted from the advance amount.  
Brokerage Fee payable to: Toronto Capital Inc.
- Referral Fee** A Referral fee of \$20,000 shall be deducted from the advance amount.  
Referral fee payable to: Fred
- Other Fee** A Fee of \$80,000 payable to the Lender and Toronto Capital Inc. shall be paid at the time of refinance.
- Acceleration:** All principal and interest shall become due immediately should an Event of Default occur.
- Event of Default:** The following are events of default ("Events of Default")
- The Borrower(s) failing to make an interest payment.
  - The Borrower(s) default on one or more of the Conditions of this Term Sheet.
  - The Borrower(s) becoming insolvent or it commits an act of bankruptcy.



- 4 -

- Delinquency Fees:** Any legal fees, monitoring fees, receiver's fees or other fees associated with the collection of the Loan shall be paid by the Borrower, shall bear interest at a rate of 24.0% per annum and shall be due when incurred (the "Delinquency Fees").
- Default Interest** If the Loan is in default it will bear interest at 24.0% per annum, payable on a monthly basis.

**Additional Provisions:**

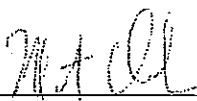
- Interest will be drawn from the Interest Reserve for the first 6 monthly payments.
- A series of 9 postdated cheques or automatic bank transfer to be provided on or before closing for the remaining 9 months.
- N.S.F. fee of \$500.00 for each dishonoured cheque
- 3 month interest penalty will be charged if the mortgage is not paid out in full on the maturity date
- In the event of default, the mortgagee is entitled to charge \$1,500.00 for each action or proceeding instituted and a fee of \$100.00 per day for administering the maintenance and security of any property in its possession.

If this Term Sheet is acceptable to you, please sign it in the space provided below and return an original copy to us on or before 11:59 p.m. on January 21, 2014 Toronto Time.

Accepted and agreed this 21 day of January, 2014.

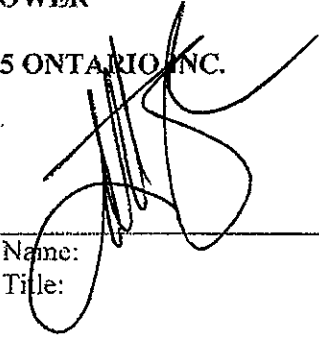
**LENDER**

**USHJO ENTERPRISES INC. (in Trust)**

Per:   
Name:  
Title: President

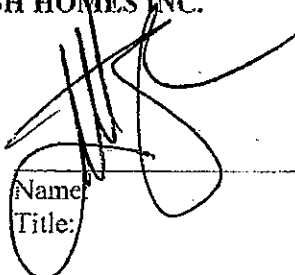
**BORROWER**

**2122775 ONTARIO INC.**

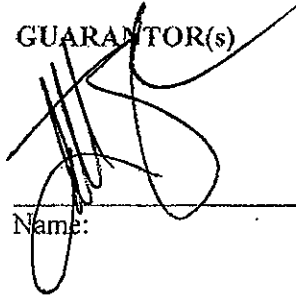
Per:   
Name:  
Title:

**BORROWER(s)**

**HUSH HOMES INC.**

Per:   
Name:  
Title:

**GUARANTOR(s)**

  
Name:

**GUARANTOR(s)**

\_\_\_\_\_  
Name:

**APPENDIX D**

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Court File No. CV-10313-00CL

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

THE HONOURABLE MR. )  
 JUSTICE <sup>D</sup>BROWN )

FRIDAY, THE 14<sup>th</sup> DAY  
 OF FEBRUARY, 2014

BETWEEN:

**HOME TRUST COMPANY**

Applicant

- and -

**2122775 ONTARIO INC.**

Respondent

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

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by Collins Barrow Toronto Limited in its capacity as the Court-appointed receiver and manager (the "Receiver") of the undertaking, property and assets of 2122775 Ontario Inc. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and Urbancorp (Downtown) Developments Inc. (the "Purchaser") made as of January 22, 2014 and appended to the Supplemental Report of the Receiver dated February 5, 2014 (the "Supplement"), and vesting in the Purchaser the Debtor's right, title and interest in and

to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Supplement and the Second Report of the Receiver (the "Report")

both dated February 5, 2014 and on hearing the submissions of counsel for the Receiver, the Purchaser, Home Trust Company, the Debtor, VS Capital Corporation, and the heretofore mentioned [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of Luisa Salerno sworn February 6, 2014 filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and that the Sale Agreement is commercially reasonable and in the best interests of the Debtor and its stakeholders. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Thorburn dated November 15, 2013; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater

certainly, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

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

6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

7. THIS COURT ORDERS that, notwithstanding:

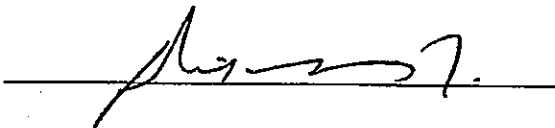
- (a) the pendency of these proceedings;

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

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

8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.



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

FEB 14 2014

MS

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

Court File No. CV-10313-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**HOME TRUST COMPANY**

Applicant

- and -

**2122775 ONTARIO INC.**

Respondent

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

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Thorburn of the Ontario Superior Court of Justice (the "Court") dated November 15, 2013, Collins Barrow Toronto Limited was appointed as the receiver and manager (the "Receiver") of the undertaking, property and assets of 2122775 Ontario Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated February 14, 2014, the Court approved the agreement of purchase and sale made as of January 22, 2014 (the "Sale Agreement") between the Receiver and Urbancorp (Downtown) Developments Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the



- 2 -

Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ 2014.

**COLLINS BARROW TORONTO LIMITED,  
in its capacity as Receiver of the undertaking,  
property and assets of 2122775 Ontario Inc.,  
and not in its personal capacity**

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

Name:

Title:

**Schedule B – Purchased Assets**

The right, title and interest of the Debtor, if any, in the real property described as PIN No. 10126-1010 (LT) Part of Lot 8 Concession 2 EYS (N York), designated as Parts 1 & 2 on Plan 66R24078; City of Toronto, including the existing underground parking garage, and one townhome situated thereon, and all plans in the possession or control of the Receiver relevant to the development thereof, and the construction of any buildings thereon.

The right, title and interest of the Debtor, if any, in all prepaid Development Charges, payment in lieu of Park, Hydro connection fees, security for Hydro usage and similar payments previously made with respect to the Lands and the benefit of any Letters of Credit posted with respect to compliance with any Site Plan Agreement or similar Agreements with the City of Toronto or any utility provider.

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

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
AT2708324	2011/06/01	Charge	\$6,500,000.00	2122775 Ontario Inc.	Home Trust Company
AT2708325	2011/06/01	No Assgn Rent Gen		2122775 Ontario Inc.	Home Trust Company
AT2918710	2012/01/13	Charge	5,100,000.00	2122775 Ontario Inc.	Visram, Zaherali
AT2918711	2012/01/13	No Assgn Rent Gen		2122775 Ontario Inc.	Visram, Zaherali
AT3114322	2012/08/29	Charge	8,750,000.00	2122775 Ontario Inc.	VS Capital Corporation
AT3153542	2012/10/17	Charge	4,000,000.00	2122775 Ontario Inc.	VS Capital Corporation
AT3224700	2013/01/25	Postponement		Visram, Zaherali	VS Capital Corporation
AT3269812	2013/04/04	Construction Lien	8,782.00	King Masonry Yard Ltd.	
AT3270855	2013/04/05	Construction Lien	29,595.00	UCIT Online Security Inc.	
AT3298579	2013/05/13	Certificate		UCIT Online Security Inc.	
AT3302736	2013/05/16	Certificate		King Masonry Yard Ltd.	2122775 Ontario Inc.  Hush Homes Inc. c.o.b. as Hush Fine Home
AT3312698	2013/05/31	Charge	30,000.00	2122775 Ontario Inc.	Cameo Fine Cabinetry (Mississauga) Inc.

AT3224858	2013/06/14	Construction Lien	37,500.00	Silverado Custom Home Corporation	
AT3361475	2013/07/26	Certificate		Silverado Custom Home Corporation	
AT3470427	2013/12/04	Court Order appointing receiver		Collins Barrow Toronto Limited	

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

**(unaffected by the Vesting Order)**

“Assumed Encumbrances” means the following:

1. The exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*, R.S.O. 1990, and any amendments thereto or any successor legislation, except paragraph 11;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements or rights of way in favour of any governmental authority or public utility provided that none of the foregoing interfere in any material adverse respect with the current use of the Property;
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due;
5. All agreements and easements, registered or otherwise, for utilities and services for hydro, water, heat, power, sewer, drainage, cable and telephone serving the Property, adjacent or neighbouring properties, provided none of the foregoing interfere in any material adverse respect with the current use of the Property;
6. Any encroachments, minor defects or irregularities indicated on any survey of the Property or which may be disclosed on an up-to-date survey of the Property provided that in either case same do not materially adversely impair the use, operation, or marketability of the Property;
7. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;
8. Any breaches of any Applicable Laws, including outstanding building permits, work orders and deficiency notices;
9. Any subdivision agreements, site plan agreements, developments and any other agreements with the Municipality, Region, publicly regulated utilities or other governmental authorities having jurisdiction;
10. Minor title defects, if any, that do not in the aggregate materially affect the use of the Property for the purposes for which it is used on the date of acceptance of this Agreement.

**HOME TRUST COMPANY**  
Applicant

-and- **2122775 ONTARIO INC.**  
Respondent

Court File No. CV-13-10313-00CL

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

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

**APPROVAL AND VESTING ORDER**

**DICKINSON WRIGHT LLP**

Commerce Court West  
Suite 2200, P.O. Box 447  
199 Bay Street  
Toronto Ontario, M5L 1G4  
Fax: (416) 865-1398

**LISA S. CORNE**

**LSUC Registration No. 27974M**  
Email: [lcorne@dickinsonwright.com](mailto:lcorne@dickinsonwright.com)  
Tel: (416) 646-4608

Lawyers for Collins Barrow Toronto Limited in its capacity  
as receiver of 2122775 Ontario Inc.

**APPENDIX E**

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Court File No. CV-10313-00CL

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

THE HONOURABLE MR.	)	FRIDAY, THE 14 <sup>TH</sup> DAY
	)	
JUSTICE D. BROWN	)	OF FEBRUARY, 2014

BETWEEN:

**HOME TRUST COMPANY**

Applicant

- and -

**2122775 ONTARIO INC.**

Respondent

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

**ORDER**

THIS MOTION, made by Collins Barrow Toronto Limited in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of 2122775 Ontario Inc. (the "**Debtor**") for an order, *inter alia*, approving the activities of the Receiver as set out in the Second Report of the Receiver (the "**Second Report**") and the Supplemental Report of the Receiver (the "**Supplement**"), both dated February 5, 2014, was heard this day at 330 University Avenue, Toronto, Ontario.



ON READING the Motion Record of the Receiver and on hearing submissions of counsel for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of Luisa Salerno sworn February 6, 2014 filed:

1. **THIS COURT ORDERS** that the time for service is hereby abridged and validated such that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Second Report and the Supplement, and the actions of the Receiver as set out in the Second Report and in the Supplement are hereby approved.
3. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to distribute to Home Trust Company ("**Home Trust**"), from the net proceeds realized from the proposed sale by the Receiver of certain assets of the Debtor (the "**Assets**"), sufficient funds to repay in full the secured indebtedness owing to Home Trust by the Debtor.
4. **THIS COURT ORDERS** that the Supplement be and is hereby sealed, pending completion of the sale of the Assets by the Receiver, or further order of this court.

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



FEB 14 2014



A. Anissimova  
Registrar

**LCME TRUST COMPANY**  
Applicant

-and- **2122775 ONTARIO INC.**  
Respondent

Court File No. CV-13-10313-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
  
**PROCEEDING COMMENCED AT**  
**TORONTO**

**ORDER**

**DICKINSON WRIGHT LLP**  
Commerce Court West  
Suite 2200, P.O. Box 447  
199 Bay Street  
Toronto Ontario, M5L 1G4  
Fax: (416) 865-1398

**LISA S.CORNE**  
LSUC Registration No. 27974M  
Email: [lcorne@dickinsonwright.com](mailto:lcorne@dickinsonwright.com)  
Tel: (416) 646-4608

Lawyers for Collins Barrow Toronto Limited in its capacity  
as Receiver of 2122775 Ontario Inc.

Feb 14/14 Court File No. CV-13-10313-00CL

Feb 14/14  
For reasons to follow, order to join  
respondent will draft filed which I  
have signed.

*[Signature]*  
D. McBRIDE

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
PROCEEDING COMMENCED AT  
TORONTO

MOTION RECORD

DICKINSON WRIGHT LLP  
Commerce Court West  
Suite 2200, P.O. Box 447  
199 Bay Street  
Toronto Ontario, M5L 1G4  
Fax: (416) 865-1398

LISA S. CORNE  
LSUC Registration No. 27974M  
Email: [lcorne@dickinsonwright.com](mailto:lcorne@dickinsonwright.com)  
Tel: (416) 646-4608



Lawyers for Collins Barrow Toronto Limited in its capacity  
as receiver of 2122775 Ontario Inc.

**CITATION:** Home Trust Company v. 2122775 Ontario Inc., 2014 ONSC 1039  
**COURT FILE NO.:** CV-13-10313-00CL  
**DATE:** 20140218

**SUPERIOR COURT OF JUSTICE – ONTARIO**

**COMMERCIAL LIST**

**RE:** Home Trust Company, Applicant

**AND:**

2122775 Ontario Inc., Respondent

**BEFORE:** D. M. Brown J.

**COUNSEL:** L. Corne, for the Receiver, Collins Barrow Toronto Limited

C. Ho, for the applicant, Home Trust Company

B. Jenkins, for the Defendant, 2122775 Ontario Inc.

S. Crocco, for the proposed purchaser, Urbancorp (Downtown) Developments Inc.

L. Finegold, for the subsequent mortgagees, US Capital Corp. and Ali Visram

**HEARD:** February 14, 2014

**REASONS FOR DECISION**

**I. Receiver's sale approval motion and debtor's effort to stay the motion**

[1] Collins Barrow Toronto Limited, the receiver of 2122775 Ontario Inc. (the "Debtor") pursuant to the November 15, 2013 appointment order of Thorburn J., moved for the approval of an agreement of purchase and sale between it and Urbancorp (Downtown) Developments Inc. ("Urbancorp") of certain assets of the Debtor. The Debtor moved for a temporary stay of the receivership and its sale process for 30 days in order to enable it to complete a re-financing. At the hearing I dismissed the Debtor's motion and granted the approval and vesting order sought by the Receiver. These are my reasons for so doing.

[2] The Debtor owned property on the east side of Bayview Avenue, north of Post Road (the "Property"). The Debtor was undertaking to develop a townhouse complex on the Property. Following its appointment the Receiver moved for an order approving a sales and marketing process for the Property. I granted that order on December 11, 2013.

[3] The Receiver then conducted a standard marketing process, including the distribution of a marketing flyer, placing advertisements in local papers, distributing a confidential information

- Page 2 -

memorandum to 111 parties who signed a confidentiality agreement, making an electronic data room available to such parties and conducting 28 site tours. The Receiver set a bid deadline of January 23, 2014.

[4] Ten offers were made to the Receiver, and the Receiver contacted the top four offerors to clarify their bids. The Receiver then set a revised deadline of January 30 for the top four offerors to improve their bids. Following a call from one of the other offerors, the Receiver contacted the remaining six bidders and afforded them the opportunity to submit improved bids. By the time of the revised deadline, 11 offers had been sent to the Receiver. After discussing the offers with Home Trust, the Receiver accepted the offer from Urbancorp, subject to Court approval.

[5] The Receiver filed, on a confidential basis, a summary of all offers received at the initial and revised deadlines. The Urbancorp offer was superior in regards to price, as well as its unconditional nature.

[6] Shortly before the return date of the Receiver's approval motion, the Debtor advised that it had negotiated term sheets with two lenders – Toronto Capital Inc. and USHJO Enterprises Inc. – which, if completed, would take out the first mortgage of Home Trust and allow the development of the project so that on completion the Debtor could pay the amounts due to the second, third and fourth mortgagees. The Debtor advised the Receiver that it would apply to the Court to request the redemption of the Home Trust mortgage and to stay the sale process. The subsequent mortgagees supported the Debtor's motion to stay the sale approval process to permit the negotiation of the refinancing.

[7] In its Second Supplemental Report the Receiver observed that neither term sheet was "firm" and the combined amounts in the term sheets would be insufficient to pay out the Home Trust mortgage and the Receiver's actual and accrued receivership costs. At the hearing counsel for the Debtor advised that his client was working on obtaining revised term sheets which would eliminate any such deficiency.

[8] Urbancorp filed an affidavit from its Chief Financial Officer, Susanna Han, which stated that it had spent time and money participating in the Receiver's bidding process and it had participated in good faith believing that the superior offer would be approved by the Court. Urbancorp also stated that a delay in the closing of the purchase could push back the start of resuming the development of the townhouses, thereby increasing costs and delaying the timing of the development. Han deposed: "[I]t would be manifestly unfair and prejudicial to Urbancorp if the approval of the sale is not granted in these circumstances".

[9] Although the Debtor portrayed its request as one seeking a stay of the sale in order to enable it to redeem the first mortgage, in essence the Debtor sought an extension of the bid deadline in order to make a late bid. If granted, the stay requested by the Debtor would seriously impugn the integrity of the court-sanctioned sales and marketing process. The bid process employed by the Receiver was done pursuant to the Sales and Marketing Order and was transparent. It was open to the Debtor to participate in the bid process. While the Debtor did not do so until well after the bid deadline had passed, 11 other bidders complied with the rules of the sales process set by the Receiver, and Urbancorp submitted the superior bid. To permit the Debtor to stay the sales process in such circumstances would risk seriously eroding the

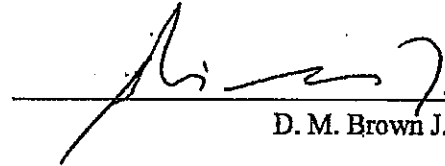
- Page 3 -

confidence of the market in the integrity of receivership sales processes sanctioned by the Ontario Superior Court of Justice.

[10] Moreover, this is not a case where the Debtor had presented a vastly superior offer to that accepted by the Receiver. On the contrary, the Debtor's proposal was inferior in all respects: it was not firm and the consideration would be inadequate to pay the first mortgage and the Receiver's charge.

[11] I concluded that the sales process conducted by the Receiver and the agreement it submitted for court approval satisfied the principles set out in *Royal Bank of Canada v. Soundair*<sup>1</sup> – the Receiver sought prior court approval for a sales and marketing process; it followed that process; it used a transparent sales process; it afforded all offerors an opportunity to submit improved bids; and, the Receiver accepted the superior bid.

[12] For those reasons, I dismissed the Debtor's motion to stay the sale process, and I granted the approval and vesting order sought by the Receiver. Given the commercially sensitive information contained in the Receiver's Supplemental Report dated February 5, 2014, I order that it be sealed until the closing of the Urbancorp agreement of purchase and sale or the further order of this Court.



D. M. Brown J.

**Date:** February 18, 2014

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<sup>1</sup> (1991), 4 O.R. (3d) 1 (C.A.)

## APPENDIX F

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## COURT OF APPEAL FOR ONTARIO

DATE: 20140312  
DOCKET: M43512 (C58425)

Doherty J.A. (In Chambers)

BETWEEN

Home Trust Company

Applicant

and

2122775 Ontario Inc.

Appellant (Respondent))

Harvin D. Pitch, for the appellant (respondent)

Calvin Ho, for the applicant

Lisa S. Corne, for Collins Barrow Toronto Limited as Receiver of 2122775  
Ontario Inc.

Jack B. Berkow and Adam J. Wygodny, for Urbancorp (Downtown)  
Developments Inc.

Heard: March 10, 2014

## ENDORSEMENT

[1] The motion by the appellant and the Receiver's cross-motion can be considered together.



[2] The essential question on both motions is whether the order of Brown J. should be stayed pending the appeal. The appellant claims it has a right of appeal under the *Bankruptcy and Insolvency Act* and, as such, the order is stayed unless the respondents can convince me to set aside that stay. The respondents argue that the appeal is properly brought under the *Courts of Justice Act* and that under the relevant rules there is no stay of the order of Brown J. unless the appellant can convince me that I should direct a stay.

[3] Counsel for the appellant, no doubt on the assumption that the burden of proof seldom determines the outcome, was prepared to proceed on the basis that the onus was on him to show why the order of Brown J. should be stayed. I have proceeded on that basis and, as anticipated by counsel, the outcome does not turn on the placement of the burden of proof.

[4] Counsel for the appellant submits that there is merit to this appeal and that unless a stay is granted, the sale of the property will be completed and the appeal will be moot. He further submits that considered in the context of the brief time period needed to perfect and argue the appeal (two to three weeks), the balance of convenience favours the appellant, particularly in light of its willingness to both pay certain ongoing costs of the respondents and post a reasonable amount as security for costs of the appeal.

[5] I think counsel is correct in his assertion that if no stay is granted, the appeal is in all likelihood pointless. Given that reality, the merits of the appeal become important. An appellant should not be denied the opportunity to pursue a potentially meritorious appeal, especially when the appellant is prepared to have the appeal heard in a very short time period.

[6] The appellant's appeal is based on the claim that it was denied procedural fairness in the proceedings before Brown J. Counsel argues that Brown J. denied the appellant a reasonable opportunity to respond to the Receiver's report that was filed the day before the hearing. That report identified various inadequacies in the funding commitments underlying the appellant's proposal to redeem the mortgage. Most notably, the report indicated that the commitments fell significantly short of the amount needed to redeem the mortgage and pay out the Receiver's costs.

[7] The appellant submits that it should have been given an opportunity to address the allegations of the inadequacies in the commitments before Brown J. ruled on the motion. The appellant further contends that the error is significant in that Brown J. relied on those parts of the report in dismissing the appellant's motion to stay the sale process and in granting the order approving the sale and vesting title in the purchaser.

[8] Brown J. did refuse to allow the appellant to call *viva voce* evidence relating to the report. It is, however, clear from the terms of the proposed commitments placed before Brown J. by the appellant and the appellant's correspondence postdating the hearing before Brown J., which the appellant included in this motion, that the appellant was not seeking an opportunity to call *viva voce* evidence that the Receiver's report was inaccurate, but was seeking further time to address the deficiencies in the proposals identified by the Receiver.

[9] The merits of the appeal fall to be determined, therefore, on the basis that Brown J. refused an adjournment of the motion to allow the appellant, an insolvent mortgagor, more time to produce a proposal for the redemption of the mortgage that would be sufficiently attractive to require the rejection of the sale arrived at through the court ordered sale process.

[10] Put bluntly, I see no possibility that this court would hold that Brown J. erred in the exercise of his discretion by refusing to delay the sale process to allow the applicant a further opportunity to come up with a better proposal to redeem the mortgage. The real time demands of commercial litigation are well understood. Last second adjournments to allow one party or another to attempt to improve upon a proposal or an offer while sometimes appropriate, will inevitably undermine the overall effectiveness of the commercial list.

Commercial lists judges are understandably weary of granting such adjournments.

[11] In this case, the Receiver was seeking an order approving a sale arranged under a process established by the court and meticulously adhered to by the Receiver. Both the Receiver and the purchaser were entitled to anticipate that the sale would be completed in accordance with that process. Delays in that process to allow the mortgagor, who had been in default for several months, more time to try and salvage its position, would come at significant financial costs to the Receiver and the purchaser. In addition, the integrity of the sale process established under the court order would suffer. In those circumstances, it is difficult to see how this court might characterize Brown J.'s exercise of his discretion as unreasonable.

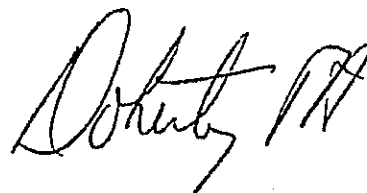
[12] I see no realistic possibility that this court would hold that Brown J. erred in the exercise of his discretion. Consequently, I cannot say that there is a serious issue to be litigated on the appeal. I would not grant a stay of the order of Brown J., and if the order is stayed under the *Bankruptcy and Insolvency Act*, I would set aside that stay. As indicated earlier, I arrive at that conclusion regardless of which side carries the burden.

[13] The respondents are entitled to costs of this motion. I award costs to Receiver in the amount of \$5,000 and to Urbancorp (Downtown) in the amount of

Page: 6

\$5,000. Those costs are inclusive of disbursements and any relevant taxes.

There are no costs for or against Home Trust Company.

A handwritten signature in black ink, appearing to read "Dorothy M". The signature is written in a cursive style with a large initial "D" and a distinct "M" at the end.

**APPENDIX G**

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Court File No. CV-13-10313-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**HOME TRUST COMPANY**

**Applicant**

**- and -**

**2122775 ONTARIO INC.**

**Respondents**

**THIRD SUPPLEMENTAL REPORT OF THE RECEIVER**

**March 13, 2014**

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**III. CONCLUSION .....2**

**Appendices**

**Approval and Vesting Order .....A**

**Assignment.....B**



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## I. INTRODUCTION

1. This Third Supplemental Report ("**Third Supplemental**") is to be read in conjunction with the Second Report of Collins Barrow Toronto Limited, Court-appointed receiver and receiver and manager of 2122775 Ontario Inc. (the "**Receiver**") dated February 5, 2014 ("**Second Report**") and the Supplemental Report of the Receiver dated February 5, 2014 ("**First Supplemental**"). The First Supplemental, which the Receiver has requested be sealed until the closing of the sale of the Lands, provides the Court with details of the offers received by the Receiver and the Receiver's activities following receipt of those offers. A second supplemental report dated February 13, 2014 ("**Second Supplemental**") was also filed with the Court, but is not directly relevant to this application. The Second Supplemental informed the Court of a pending proceeding by the Debtor to redeem the Home Trust Company mortgage and stay the receivership and sale proceedings, which was ultimately unsuccessful.
2. By Order of the Honourable Mr. Justice D.M. Brown dated February 14, 2014 (the "**Approval and Vesting Order**"), the Court granted the relief sought in the Second Report and approved the sale transaction contemplated by an agreement of purchase and sale between the Receiver and Urbancorp (Downtown) Developments Inc. ("**Urbancorp**") made as of January 22, 2014 (the "**APS**"). A copy of the Approval and Vesting Order is attached as Appendix "A".
3. The purpose of the Third Supplemental is to:
  - (a) inform the Court of the assignment of the APS by Urbancorp to an affiliated entity; and

(b) request that the Court issue the Amended and Revised Approval and Vesting Order (defined below).

4. All defined terms in the Third Supplemental have the meanings ascribed to them in the Second Report.

## II. ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

5. Pursuant to paragraph 6.21 of the APS, the Purchaser has the right, and is permitted provided it is not in breach, nor in default, of its obligations thereunder, on five (5) Business Days prior written notice to the Vendor, to assign the APS and all the benefits or rights contained therein, to an affiliated entity, subject to the assignee entering into an assumption agreement with the Vendor.
6. On February 21, 2014, the Receiver, Urbancorp and Urbancorp (Bridlepath) Inc. entered into an Assignment and Assumption of Purchase Agreement (the "**Assignment**") whereby Urbancorp assigned the APS to Urbancorp (Bridlepath) Inc. A copy of the Assignment is attached hereto as Appendix "B".
7. To reflect the terms of the Assignment, the Receiver has prepared an amended approval and vesting order (the "**Amended and Restated Approval and Vesting Order**") and seeks the Court's approval of the same.

## III. CONCLUSION


8. The Receiver respectfully requests that the Court grant an Order approving and authorizing:
  - (a) the execution of the Assignment by the Receiver; and
  - (b) the Amended and Restated Approval and Vesting Order.

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All of which is respectfully submitted to this Court as of this 13<sup>th</sup> day of March, 2014.

**COLLINS BARROW TORONTO LIMITED**

In its capacity as Court Appointed Receiver  
and Manager of 2122775 Ontario Inc. and  
not in its personal capacity



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

**APPENDIX A**

---

Court File No. CV-10313-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR.  
JUSTICE <sup>D.</sup>BROWN

)  
)  
)

FRIDAY, THE 14<sup>th</sup> DAY  
OF FEBRUARY, 2014

BETWEEN:

**HOME TRUST COMPANY**

Applicant

- and -

**2122775 ONTARIO INC.**

Respondent

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

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by Collins Barrow Toronto Limited in its capacity as the Court-appointed receiver and manager (the "Receiver") of the undertaking, property and assets of 2122775 Ontario Inc. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and Urbancorp (Downtown) Developments Inc. (the "Purchaser") made as of January 22, 2014 and appended to the Supplemental Report of the Receiver dated February 5, 2014 (the "Supplement"), and vesting in the Purchaser the Debtor's right, title and interest in and

to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Supplement and the Second Report of the Receiver (the "Report")

both dated February 5, 2014 and on hearing the submissions of counsel for the Receiver, the Purchaser, Home Trust Company, the Debtor, VS Capital Corporation, and the Receiver's Visram, J.S.  
~~[NAMES OF OTHER PARTIES APPEARING]~~, no one appearing for any other person on the

service list, although properly served as appears from the affidavit of Luisa Salerno sworn February 6, 2014 filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and that the Sale Agreement is commercially reasonable and in the best interests of the Debtor and its stakeholders. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Thorburn dated November 15, 2013; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater

certainly, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

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

6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

7. THIS COURT ORDERS that, notwithstanding:

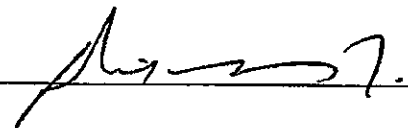
- (a) the pendency of these proceedings;

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

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

8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.



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

FEB 14 2014

MS



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

Court File No. CV-10313-00CL

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

BETWEEN:

**HOME TRUST COMPANY**

Applicant

- and -

**2122775 ONTARIO INC.**

Respondent

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

**RECEIVER’S CERTIFICATE****RECITALS**

A. Pursuant to an Order of the Honourable Thorburn of the Ontario Superior Court of Justice (the "Court") dated November 15, 2013, Collins Barrow Toronto Limited was appointed as the receiver and manager (the "Receiver") of the undertaking, property and assets of 2122775 Ontario Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated February 14, 2014, the Court approved the agreement of purchase and sale made as of January 22, 2014 (the "Sale Agreement") between the Receiver and Urbancorp (Downtown) Developments Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the

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Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ 2014.

**COLLINS BARROW TORONTO LIMITED,  
in its capacity as Receiver of the undertaking,  
property and assets of 2122775 Ontario Inc.,  
and not in its personal capacity**

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

Name:

Title:

**Schedule B – Purchased Assets**

The right, title and interest of the Debtor, if any, in the real property described as PIN No. 10126-1010 (LT) Part of Lot 8 Concession 2 EYS (N York), designated as Parts 1 & 2 on Plan 66R24078; City of Toronto, including the existing underground parking garage, and one townhome situated thereon, and all plans in the possession or control of the Receiver relevant to the development thereof, and the construction of any buildings thereon.

The right, title and interest of the Debtor, if any, in all prepaid Development Charges, payment in lieu of Park, Hydro connection fees, security for Hydro usage and similar payments previously made with respect to the Lands and the benefit of any Letters of Credit posted with respect to compliance with any Site Plan Agreement or similar Agreements with the City of Toronto or any utility provider.

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

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
AT2708324	2011/06/01	Charge	\$6,500,000.00	2122775 Ontario Inc.	Home Trust Company
AT2708325	2011/06/01	No Assgn Rent Gen		2122775 Ontario Inc.	Home Trust Company
AT2918710	2012/01/13	Charge	5,100,000.00	2122775 Ontario Inc.	Visram, Zaherali
AT2918711	2012/01/13	No Assgn Rent Gen		2122775 Ontario Inc.	Visram, Zaherali
AT3114322	2012/08/29	Charge	8,750,000.00	2122775 Ontario Inc.	VS Capital Corporation
AT3153542	2012/10/17	Charge	4,000,000.00	2122775 Ontario Inc.	VS Capital Corporation
AT3224700	2013/01/25	Postponement		Visram, Zaherali	VS Capital Corporation
AT3269812	2013/04/04	Construction Lien	8,782.00	King Masonry Yard Ltd.	
AT3270855	2013/04/05	Construction Lien	29,595.00	UCIT Online Security Inc.	
AT3298579	2013/05/13	Certificate		UCIT Online Security Inc.	
AT3302736	2013/05/16	Certificate		King Masonry Yard Ltd.	2122775 Ontario Inc.  Hush Homes Inc. c.o.b. as Hush Fine Home
AT3312698	2013/05/31	Charge	30,000.00	2122775 Ontario Inc.	Cameo Fine Cabinetry (Mississauga) Inc.

AT3224858	2013/06/14	Construction Lien	37,500.00	Silverado Custom Home Corporation	
AT3361475	2013/07/26	Certificate		Silverado Custom Home Corporation	
AT3470427	2013/12/04	Court Order appointing receiver		Collins Barrow Toronto Limited	

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

**(unaffected by the Vesting Order)**

“Assumed Encumbrances” means the following:

1. The exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*, R.S.O. 1990, and any amendments thereto or any successor legislation, except paragraph 11;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements or rights of way in favour of any governmental authority or public utility provided that none of the foregoing interfere in any material adverse respect with the current use of the Property;
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due;
5. All agreements and easements, registered or otherwise, for utilities and services for hydro, water, heat, power, sewer, drainage, cable and telephone serving the Property, adjacent or neighbouring properties, provided none of the foregoing interfere in any material adverse respect with the current use of the Property;
6. Any encroachments, minor defects or irregularities indicated on any survey of the Property or which may be disclosed on an up-to-date survey of the Property provided that in either case same do not materially adversely impair the use, operation, or marketability of the Property;
7. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;
8. Any breaches of any Applicable Laws, including outstanding building permits, work orders and deficiency notices;
9. Any subdivision agreements, site plan agreements, developments and any other agreements with the Municipality, Region, publicly regulated utilities or other governmental authorities having jurisdiction;
10. Minor title defects, if any, that do not in the aggregate materially affect the use of the Property for the purposes for which it is used on the date of acceptance of this Agreement.

**HOME TRUST COMPANY**  
Applicant

-and- **2122775 ONTARIO INC.**  
Respondent

Court File No. CV-13-10313-00CL

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

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

**APPROVAL AND VESTING ORDER**

**DICKINSON WRIGHT LLP**

Commerce Court West  
Suite 2200, P.O. Box 447  
199 Bay Street  
Toronto Ontario, M5L 1G4  
Fax: (416) 865-1398

**LISA S. CORNE**

**LSUC Registration No. 27974M**  
Email: [lcorne@dickinsonwright.com](mailto:lcorne@dickinsonwright.com)  
Tel: (416) 646-4608

Lawyers for Collins Barrow Toronto Limited in its capacity  
as receiver of 2122775 Ontario Inc.

**APPENDIX B**

---



ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

THIS AGREEMENT made as of the 21st day of February, 2014.

BETWEEN:

URBANCORP (DOWNTOWN) DEVELOPMENTS INC.

(the "Assignor")

OF THE FIRST PART,

- and -

URBANCORP (BRIDLEPATH) INC.

(the "Assignee")

OF THE SECOND PART,

- and -

COLLINS BARROW TORONTO LIMITED  
in its capacity as Court-Appointed Receiver and  
Manager of the assets, undertakings and properties of  
2122775 Ontario Inc. and not in its personal capacity

(the "Receiver" or "Vendor")

OF THE THIRD PART:

WHEREAS:

- A. The Assignor, as purchaser, entered into an agreement of purchase and sale with the Receiver, as vendor, dated January 22<sup>nd</sup>, 2014 (the "Purchase Agreement") with respect to the Assets more particularly described therein;
- B. The Assignor wishes to assign, and the Assignee has agreed to assume, all of the right, title and interest of the Assignor in and to, and all liabilities and obligations of the Assignor under the Purchase Agreement;
- C. Pursuant to paragraph 6.21 of the Purchase Agreement, the Assignor on five (5) Business Days prior written notice to the Receiver, is entitled to assign the Purchase Agreement to an affiliated entity only, subject to the Assignee entering into an assumption agreement with the Receiver assuming the Purchase Agreement;
- D. The Receiver has agreed to execute this agreement for the purposes of acknowledging the assignment by the Assignor and assumption by the Assignee of the Purchase Agreement; and.
- E. Capitalized terms otherwise not defined herein shall have the meanings ascribed to them in the Purchase Agreement;

NOW THEREFORE in consideration of the sum of Two Dollars (\$2.00) now paid by each of the parties hereto to the other and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby assigns, transfers and conveys effective five (5) Business Days after the date hereof to the Assignee all of the Assignor's right, title and interest in the Purchase Agreement including, without limitation, any entitlement the Assignor may have to any deposit monies and interest payable pursuant thereto.
2. The Assignee hereby assumes any and all liabilities and obligations of the Assignor under the Purchase Agreement, as if it had executed the Purchase Agreement as Purchaser.
3. The Assignor and Assignee represent and warrant that the Assignee is an affiliate of the Assignor.
4. The Vendor hereby acknowledges the assignment and assumption set out herein, all in accordance with the terms of the Purchase Agreement.
5. The terms of paragraph 6.2 of the Purchase Agreement relating to any notice or other communication shall continue to apply to both the Purchase Agreement and this agreement, save that the name of the Assignee will be substituted for the name of the Purchaser.
6. Each of the parties hereto shall from time to time hereafter and upon any reasonable request of another, execute and deliver, make or cause to be made, all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
7. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
8. This Agreement may be executed by the parties in separate counterparts (by original or facsimile signature) each of which when so executed and delivered shall be an original, but all such counterparts together shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the date first written above.

URBANCORP (DOWNTOWN)  
DEVELOPMENTS INC.

Per: [Signature]  
Alan Saskin  
President

I have the authority to bind the Corporation

URBANCORP (BRIDLE PATH) INC.

Per: [Signature]  
Alan Saskin  
President

I have the authority to bind the Corporation

COLLINS BARROW TORONTO LIMITED  
in its capacity as Court-Appointed Receiver and  
Manager of the assets, undertakings and properties  
of 2122775 Ontario Inc. and not in its personal  
capacity

Per: [Signature]  
Brian A. Tappinbaum  
President

**APPENDIX H**

---

Court File No. CV-13-10313-00CL

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

THE HONOURABLE MR.	)	DAY, THE 18 <sup>th</sup> DAY
JUSTICE MCEWEN	)	
	)	OF MARCH, 2014

BETWEEN:

**HOME TRUST COMPANY**

Applicant

- and -

**2122775 ONTARIO INC.**

Respondent

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

**AMENDED AND RESTATED APPROVAL AND VESTING ORDER**

THIS MOTION, made by Collins Barrow Toronto Limited in its capacity as the Court-appointed receiver and manager (the "Receiver") of the undertaking, property and assets of 2122775 Ontario Inc. (the "Debtor") for an order amending the Approval and Vesting Order dated February 14, 2014 granted by the Honourable Mr. Justice D. Brown (the "Order") which approved the sale transaction (the "Transaction") contemplated by the agreement of purchase and sale (the "Sale Agreement") between the Receiver and Urbancorp (Downtown) Developments Inc. ("Urbancorp") made as of January 22, 2014, a copy of which was appended to the Supplemental Report of the Receiver dated February 5, 2014 (the "First Supplemental"),

and provided for the vesting in Urbancorp of the Debtor's right, title and interest in and to the assets described in the Sale Agreement and repeated in Schedules B and B1 hereto (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Order, the Third Supplemental Report of the Receiver dated March 13, 2014, and the Assignment and Assumption of Purchase Agreement dated February 21, 2014 between Urbancorp, Urbancorp (Bridlepath) Inc. (the "Purchaser"), and the Receiver appended thereto ( the "Assignment Agreement"), and on hearing submissions of counsel for the Receiver,

1. THIS COURT ORDERS that the Order is hereby amended and restated as set out herein.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and that the Sale Agreement is commercially reasonable and in the best interests of the Debtor and its stakeholders. The execution of the Sale Agreement and the Assignment Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Thorburn dated November 15, 2013; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system including, without limitation, the registrations listed on Schedule C; and (iii) those Claims listed on Schedule C1 hereto (all of which are collectively referred to as the

"Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Toronto of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B1 hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C1 hereto.

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

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

7. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

8. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;

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

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

9. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.



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

MAR 10 2014

MB

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

Court File No. CV-13-10313-00CL

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

BETWEEN:

**HOME TRUST COMPANY**

Applicant

- and -

**2122775 ONTARIO INC.**

Respondent

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

**RECEIVER’S CERTIFICATE****RECITALS**

A. Pursuant to an Order of the Honourable Thorburn of the Ontario Superior Court of Justice (the "Court") dated November 15, 2013, Collins Barrow Toronto Limited was appointed as the receiver and manager (the "Receiver") of the undertaking, property and assets of 2122775 Ontario Inc. (the "Debtor").

B. Pursuant to an Amended and Restated Approval and Vesting Order of the Court dated March \_\_, 2014, the Court approved the agreement of purchase and sale made as of January 22, 2014 (the "Sale Agreement") between the Receiver and Urbancorp (Downtown) Developments Inc. ("Urbancorp"), and the assignment of the Sale Agreement by Urbancorp to Urbancorp (Bridlepath) Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's



- 2 -

right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ 2014.

**COLLINS BARROW TORONTO LIMITED,  
in its capacity as Court Appointed Receiver  
and Manager of the undertaking, property  
and assets of 2122775 Ontario Inc., and not in  
its personal capacity**

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

Name:

Title:

**Schedule B – Purchased Assets**

The right, title and interest of the Debtor, if any, in the real property described as PIN No. 10126-1010 (LT) Part of Lot 8 Concession 2 EYS (N York), designated as Parts 1 & 2 on Plan 66R24078; City of Toronto, including the existing underground parking garage, and one townhome situated thereon, and all plans in the possession or control of the Receiver relevant to the development thereof, and the construction of any buildings thereon.

The right, title and interest of the Debtor, if any, in all prepaid Development Charges, payment in lieu of Park, Hydro connection fees, security for Hydro usage and similar payments previously made with respect to the Lands and the benefit of any Letters of Credit posted with respect to compliance with any Site Plan Agreement or similar Agreements with the City of Toronto or any utility provider.

**Schedule B1 – Lands**

The right, title and interest of the Debtor, if any, in the real property described as PIN No. 10126-1010 (LT) Part of Lot 8 Concession 2 EYS (N York), designated as Parts 1 & 2 on Plan 66R24078; City of Toronto.

**Schedule C – Ontario Personal Property Security Act Registrations**

<b>File no.</b>	<b>Registration No.</b>	<b>Secured Party</b>
681038991	20120829 0840 1793 9852	VS Capital Corporation
675878715	20120127 0928 1590 5353	Zaherali Visram
675878751	20120127 0931 1590 5354	VS Capital Corporation
669737052	20110510 1414 1590 1560	Aviva Insurance Company of Canada
666544761	20101214 1035 1590 3393	Home Trust Company

## Schedule C1 – Claims to be deleted and expunged from title to Real Property

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
AT2708324	2011/06/01	Charge	\$6,500,000.00	2122775 Ontario Inc.	Home Trust Company
AT2708325	2011/06/01	No Assgn Rent Gen		2122775 Ontario Inc.	Home Trust Company
AT2918710	2012/01/13	Charge	5,100,000.00	2122775 Ontario Inc.	Visram, Zaherali
AT2918711	2012/01/13	No Assgn Rent Gen		2122775 Ontario Inc.	Visram, Zaherali
AT3114322	2012/08/29	Charge	8,750,000.00	2122775 Ontario Inc.	VS Capital Corporation
AT3153542	2012/10/17	Charge	4,000,000.00	2122775 Ontario Inc.	VS Capital Corporation
AT3224700	2013/01/25	Postponement		Visram, Zaherali	VS Capital Corporation
AT3269812	2013/04/04	Construction Lien	8,782.00	King Masonry Yard Ltd.	
AT3270855	2013/04/05	Construction Lien	29,595.00	UCIT Online Security Inc.	
AT3298579	2013/05/13	Certificate		UCIT Online Security Inc.	
AT3302736	2013/05/16	Certificate		King Masonry Yard Ltd.	2122775 Ontario Inc.  Hush Homes Inc. c.o.b. as Hush Fine Home
AT3312698	2013/05/31	Charge	30,000.00	2122775 Ontario Inc.	Cameo Fine Cabinetry (Mississauga) Inc.
AT3324858	2013/06/14	Construction	37,500.00	Silverado Custom Home	

		Lien		Corporation	
AT3361475	2013/07/26	Certificate		Silverado Custom Home Corporation	
AT3470427	2013/12/04	Court Order appointing receiver		Collins Barrow Toronto Limited	
13-0008877	2013/11/06	Writ of Execution	\$31,583.62	UCIT Online Security Inc.	

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

1. Plan 66R24078 Reference Plan;
2. AT1970343 Application for Absolute Title;
3. AT2259143 Notice from the City of Toronto – Site Plan Agreement;
4. AT2659602 Application for Consolidation;
5. AT2666523 Land Registrar's Order;
6. AT2950684 Notice from the City of Toronto – Amendment to Site Plan

**HOME TRUST COMPANY**  
Applicant

-and- **2122775 ONTARIO INC.**  
Respondent

Court File No. CV-13-10313-00CL

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

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

**AMENDED AND RESTATED**  
**APPROVAL AND VESTING ORDER**

**DICKINSON WRIGHT LLP**  
Commerce Court West  
Suite 2200, P.O. Box 447  
199 Bay Street  
Toronto Ontario, M5L 1G4  
Fax: (416) 865-1398

**LISA S. CORNE**  
**LSUC Registration No. 27974M**  
Email: [lsorne@dickinsonwright.com](mailto:lsorne@dickinsonwright.com)  
Tel: (416) 646-4608

Lawyers for Collins Barrow Toronto Limited in its capacity  
as receiver of 2122775 Ontario Inc.



**APPENDIX I**

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## HARBOUR MORTGAGE CORP.

20-Mar-14

Collins Barrow Toronto Limited  
11 King St. W., Suite 700, Box 27,  
Toronto, ON M5H 4C7

Attention: Miss. Brenda Wong

### MORTGAGE STATEMENT AS AT March 20, 2014

Re: HMC Loan #1045 - Bayview - 2427 Bayview Avenue, Toronto, ON

Principal Balance	01-Jun-13	\$ 6,360,333.02
Advance - Property Management	04-Dec-13	\$ 5,668.15
Advance - Gowlings Fees Paid	19-Feb-14	\$ 19,309.10
Advance - Gowlings Fees Paid	19-Mar-14	\$ 6,563.04
<b>Principal Balance</b>	<b>19-Mar-14</b>	<b>6,391,873.31</b>

Interest Rate	6.99%			
<b>Interest Calculation:</b>				
\$	6,360,333.02	01-Jun-13	30-Jun-13	\$ 36,520.66
\$	6,396,853.68	01-Jul-13	31-Jul-13	31 Days \$ 37,976.28
\$	6,434,829.96	01-Aug-13	31-Aug-13	31 Days \$ 38,201.73
\$	6,473,031.69	01-Sep-13	30-Sep-13	30 Days \$ 37,188.90
\$	6,510,220.59	01-Oct-13	31-Oct-13	31 Days \$ 38,649.31
\$	6,548,869.90	01-Nov-13	30-Nov-13	30 Days \$ 37,624.80
\$	6,586,494.50	01-Dec-13	03-Dec-13	3 Days \$ 3,784.08
\$	6,592,162.65	04-Dec-13	31-Dec-13	28 Days \$ 35,348.44
\$	6,631,295.17	01-Jan-14	31-Jan-14	31 Days \$ 39,368.09
\$	6,670,663.26	01-Feb-14	18-Feb-14	18 Days \$ 22,994.60
\$	6,689,972.36	19-Feb-14	28-Feb-14	10 Days \$ 12,811.76
\$	6,725,778.71	01-Mar-14	18-Mar-14	18 Days \$ 23,184.59
\$	6,732,341.75	19-Mar-14	21-Mar-14	3 Days \$ 3,867.87
Payment after Default Bonus - Standard Charge Term section 30				\$ 116,389.32
Outstanding Legal Fees - Torkin Manes				\$ 24,979.35
Late Fee (2 X \$500)				\$ 1,000.00
Administration Fees (Tax Search)				\$ 250.00
Default Administration Fee:				\$ 2,000.00
Statement Fee (2 X \$250.00):				\$ 500.00
<b>Total Interest and Fees Due:</b>				<b>\$ 512,639.57</b>
Advance - Receiver Certificate	09-Dec-13			\$ 100,000.00
Advance - Receiver Certificate	29-Jan-14			\$ 200,000.00
\$	100,000.00	09-Dec-13	31-Dec-13	23 Days \$ 448.16
\$	100,448.16	01-Jan-14	28-Jan-14	28 Days \$ 548.03
\$	300,996.19	29-Jan-14	31-Jan-14	3 Days \$ 175.95
\$	301,720.18	01-Feb-14	28-Feb-14	28 Days \$ 1,646.15
\$	303,366.33	01-Mar-14	21-Mar-14	21 Days \$ 1,241.35
<b>Total Due for Receiver Certificate</b>				<b>\$ 304,059.65</b>
<b>Total Amount Due:</b>				<b>\$ 7,208,572.53</b>

Discharge Date: 21-Mar-14  
Date Effective until: 31-Mar-14  
Per Diem Interest to Home Trust Company: \$ 1,289.29  
Per Diem Interest to Home Trust Company: \$ 58.10  
Total Per Diem Interest to Home Trust Company: \$ 1,347.39


- Per Diem interest must be added on funds received after 12:00 pm E.T. of the Discharge Date.

- Legal Fees paid by Home Trust Company to Gowlings LLP - refer above, total \$25,872.14.

- The above does not include our lawyers any additional billed/unbilled legal fees.

- Should you have any questions, please contact Waqar Khan at 416-361-3315 ex. 236  
wkhan@harbourmortgage.ca

Sincerely,

  
Bruce Shepherd  
Vice-President

Servicing Agent for The Home Trust Company

E&amp;OE

**APPENDIX J**

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Collins Barrow Toronto Limited  
 Collins Barrow Place  
 11 King Street West  
 Suite 700, Box 27  
 Toronto, Ontario  
 M5H 4C7 Canada

May 9, 2014

T. 416.480.0160  
 F. 416.480.2646

**Via facsimile (416) 973-1967 and mail**

www.collinsbarrow.com

Canada Revenue Agency  
 1 Front Street West, 2<sup>nd</sup> Floor  
 Toronto, ON M5J 2X6

**Attention: Mr. Colin Kohlsmith, Regional Manager, Toronto TSO**

Dear Sirs:

**2122775 Ontario Inc. ("2122775" or the "Company"), In Receivership  
 Business number 831167564**

Pursuant to an Order of the Ontario Superior Court of Justice, on November 15, 2013, Collins Barrow Toronto Limited was appointed as receiver and manager of 2122775 Ontario Inc. (the "Receiver").

In our capacity as Receiver, we contacted the High Risk Insolvency Unit of Canada Revenue Agency ("CRA") in April 2014 to request that CRA complete an HST audit or trust exam for 2122775. On April 23, 2014 Mr. Moon-Wan of CRA advised that as they were unable to contact the Officer of the Company to verify that he had possession of the books and records, CRA would assess the information on hand and file a proof of claim. (The Receiver has requested copies of the Company's prior HST filings on numerous occasions, but to date, the Officer has not complied. We understand that the Company filed \$0 returns.)


On April 25, 2014, Mr. Moon-Wan subsequently advised the Receiver that as all returns filed were \$0 returns, they could not issue an assessment. The Receiver then asked if CRA would issue a letter to confirm that no money was owing to CRA by the Company. On May 7, 2014, Ms. Dhawan of CRA responded that as the "system" indicated that \$0 was owing by 2122775, CRA was unable to file a \$0 proof of claim or to provide a letter confirming that there was no outstanding liability to CRA.

The Receiver has completed its administration of this receivership and wishes to wind up the administration. Please take notice that the Receiver will be proceeding to Court to apply for discharge and distribution of the funds on hand to secured creditors, and intends to ask the Court to issue an order barring CRA from asserting any future claims against the Company or Receiver.

Should CRA object to the Receiver's intended course of action or wish to discuss this matter further, please contact me directly at 647-727-3621.

Yours truly,

**COLLINS BARROW TORONTO LIMITED** in its capacity as  
 Court-appointed Receiver of 2122775 Ontario Inc.  
 and not in its personal capacity

  
 Per: Brenda Wong  
 Senior Manager

**APPENDIX K**

---

**COLLINS BARROW TORONTO LIMITED**  
**COURT-APPOINTED RECEIVER AND RECEIVER AND MANAGER OF**  
**2122775 ONTARIO INC.**  
**INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS**  
**FOR THE PERIOD NOVEMBER 15, 2013 TO JUNE 10, 2014**

<b>Receipts</b>	
Sale of Bayview Avenue property	\$ 11,500,000
Receiver's Certificate December 10, 2013	100,000
Receiver's Certificate January 30, 2014	200,000
Interest and miscellaneous income	<u>3,433</u>
<b>Total receipts</b>	<b>\$ <u>11,803,433</u></b>
<b>Disbursements</b>	
Insurance	\$ 9,432
Consulting fees - condition survey	13,500
Marketing costs (1)	4,536
Occupation costs (2)	2,183
Miscellaneous	1,069
Property taxes	82,706
Repairs and maintenance (3)	23,401
Security (4)	19,896
Repayment of Receiver Certificates with interest	304,060
Utilities	4,847
Legal fees - Dickinson Wright	90,759
Legal fees - Gowlings and Minden Gross	15,553
Receiver's fees	226,985
HST and PST paid	<u>51,123</u>
<b>Total disbursements</b>	<b>\$ <u>850,048</u></b>
<b>Excess of Cash Receipts over Disbursements</b>	<b>\$ 10,953,384</b>
Payment to secured creditors	
1st mortgage - Home Trust Company	<u>6,904,513</u>
<b>Net funds on hand before holdback and accruals</b>	<b>\$ <u>4,048,871</u></b>
Less accruals:	
Estimated Receiver's fees to completion	\$ 17,500
Estimated legal fees to completion	5,000
HST on accruals	<u>2,925</u>
<b>Total accruals</b>	<b>\$ <u>25,425</u></b>
<b>Net funds on hand after accruals</b>	<b>\$ <u><u>4,023,446</u></u></b>

*Notes:*

(1) Signage for 2425 Bayview Avenue and Globe and Mail advertising.

(2) Rental of sump pumps and trailer.

(3) Includes the following:

Fence repairs	\$ 3,700
Installation of sump pumps	12,500
Installation of heaters	4,900
Installation of temporary doors/doorway covering	<u>1,400</u>
	<u>\$22,500</u>

(4) Includes daily site inspections, nightly security patrols, and security/supervision during site tours by prospective purchasers or during repairs/installation work.

*This Appendix forms part of the Receiver's report to the Court dated June 16, 2014 and should only be read in conjunction therewith.*

**APPENDIX L**

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Court File No. CV-13-10303-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE	)	MONDAY, THE 30 <sup>TH</sup>
	)	
JUSTICE	)	DAY OF JUNE, 2014

BETWEEN:

**HOME TRUST COMPANY**

Applicant

- and -

**2122775 ONTARIO INC.**

Respondent

**DISCHARGE ORDER**

THIS MOTION, made by Collins Barrow Toronto Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of 2122775 Ontario Inc. (the "**Debtor**"), for an order:

1. approving the activities of the Receiver as set out in the third and final report of the Receiver dated June 16, 2014 (the "**Report**");
2. approving the fees and disbursements of the Receiver and its counsel;
3. approving the distribution of the remaining proceeds available in the estate of the Debtor;
4. discharging Collins Barrow Toronto Limited as Receiver of the undertaking, property and assets of the Debtor; and



5. releasing Collins Barrow Toronto Limited from any and all liability, as set out in paragraph 8 of this Order,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report, the Second Supplemental Report of the Receiver dated February 13, 2014 and the Third Supplemental Report of the Receiver dated March 13, 2014 (collectively, the "**Supplements**"), the affidavits of the Receiver and its counsel as to fees (the "**Fee Affidavits**"), and on hearing the submissions of counsel for the Receiver, no one else appearing although served as evidenced by the Affidavit of [NAME] sworn [DATE], filed;

1. THIS COURT ORDERS that the time for service of the Notice of Motion and Motion Record is hereby abridged, if necessary, and validated, such that this motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that the Report and the Supplements, and the activities of the Receiver, as set out in the Report and the Supplements, are hereby approved.

3. THIS COURT ORDERS that the fees and disbursements of the Receiver and its counsel, as set out in the Report and the Fee Affidavits, are hereby approved.

4. THIS COURT ORDERS that the Receiver's interim statement of receipts and disbursements for the period November 15, 2013 to June 10, 2014 including the accruals and provision made therein, are hereby approved;

5. THIS COURT ORDERS that Canada Revenue Agency ("**CRA**") be barred from asserting any future claims against the Debtor or the Receiver in respect of any HST that may be payable in respect of the Debtor to CRA.

6. THIS COURT ORDERS that, after payment of the fees and disbursements herein approved, the Receiver shall pay the monies remaining in its hands to VS Capital Corp.

7. THIS COURT ORDERS that upon payment of the amounts set out in paragraph 6 hereof and upon the Receiver filing the Receiver Discharge Certificate, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtor, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance

of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Collins Barrow Toronto Limited in its capacity as Receiver.

8. THIS COURT ORDERS AND DECLARES that Collins Barrow Toronto Limited is hereby released and discharged from any and all liability that Collins Barrow Toronto Limited now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Collins Barrow Toronto Limited while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, Collins Barrow Toronto Limited is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

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# Tab 3

Court File No. CV-13-10303-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

BETWEEN:

**HOME TRUST COMPANY**

Applicant

- and -

**2122775 ONTARIO INC.**

Respondent

**AFFIDAVIT OF BRYAN A. TANNENBAUM**  
(Sworn June 16, 2014)

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

1. I am the President of Collins Barrow Toronto Limited ("**CBTL**") and as such I have personal knowledge of the matters to which I hereinafter depose, save and except those matters based upon information and belief, in which case I have stated the source of such facts, all of which I verily believe to be true.
2. Pursuant to the order herein dated November 15, 2013 (the "**Receivership Order**"), CBTL was appointed receiver and receiver and manager (the "**Receiver**"), without security, of all of the assets, undertaking and property of 2122775 Ontario Inc. (the "**Company**").
3. For the period commencing October 15, 2013 to May 31, 2014 (the "**Passing of Accounts Period**"), the Receiver has been engaged in various activities in connection with the administration of the Company's estate, in receivership. Particulars of the

Receiver's conduct and activities during the Passing of Accounts Period are contained in the Receiver's three reports and three supplemental reports, filed.

4. Attached hereto and marked as Exhibit "A" to this my affidavit is a summary of the fees charged and periodic accounts rendered by the Receiver in respect of the proceedings for the Passing of Accounts Period. Copies of the interim invoices which are referenced in the summary are appended to this affidavit as Exhibit "B".

5. In accordance with the provisions of paragraph 19 of the Receivership Order, the Receiver's and its solicitors' practice has been to render its interim invoices on a regular basis and to pay such fees and disbursements out of the funds in the Receiver's bank account, subject to the approval of this Court ultimately being obtained.

6. In the course of its administration of the receivership during the Passing of Accounts Period and estimated to completion, the Receiver's staff will expend 520 hours of time to complete its administration, which aggregates to fees of \$244,485.00 based on the Receiver's hourly billing rates for an average hourly rate of \$470.16.

7. To the best of my knowledge, the rates charged by the Receiver throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the Greater Toronto Area for the provision of similar services.

8. I verily believe that the Receiver's accounts are fair and reasonable in the circumstances.

9. Attached as Exhibits "A" and "B" to the affidavit of Calvin Ho sworn and filed in support of the within motion are the full particulars of the fees and disbursements of Gowlings LLP, counsel to the Receiver for the period November 15 to December 13, 2013, which have been incurred during the Passing of Accounts Period.

10. Attached as Exhibits "A" and "B" to the affidavit of David Preger sworn and filed in support of the within motion are the full particulars of the fees and disbursements of Dickinson Wright LLP, counsel to the Receiver for the period commencing

December 13, 2013 to date, which have been incurred during the Passing of Accounts Period.

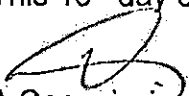
11. Attached as Exhibit "A" to the affidavit of Timothy Dunn sworn and filed in support of the within motion are the full particulars of the fees and disbursements which have been incurred during the Passing of Accounts Period by Minden Gross LLP, counsel to the Receiver with respect to the review of the security held by the first, second, third and fourth mortgagees.


12. Gowlings LLP, Dickinson Wright LLP and Minden Gross LLP rendered services throughout these proceedings in a manner consistent with instructions from the Receiver. The Receiver has approved all such accounts and I verily believe that the fees and disbursements of legal counsel are fair and reasonable in the circumstances.

13. CBTL is requesting that its fees as Receiver (including its estimated costs to complete its administration) be assessed at \$276,268.05 inclusive of taxes.

14. This affidavit is sworn in support of the Receiver's motion for approval of its fees and disbursements by this Honourable Court and for no improper purpose.

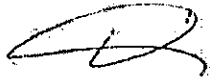
SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, This 16<sup>th</sup> day of June, 2014.

  
A Commissioner, etc.

)  
)  
)   
)  
) **BRYAN A. TANNENBAUM**  
)

- Daniel Raphael Weisz, a Commissioner, etc.,  
Province of Ontario, for Collins Barrow  
Toronto LLP, Chartered Accountants, and  
Collins Barrow Toronto Limited, Trustee in  
Bankruptcy. Expires August 8, 2016.

**THIS IS EXHIBIT "A" REFERRED TO IN THE  
AFFIDAVIT OF BRYAN A. TANNENBAUM SWORN  
BEFORE ME THIS 16<sup>th</sup> DAY OF JUNE, 2014**



---

**A Commissioner, etc.**

**Daniel Raphael Weisz, a Commissioner, etc.,  
Province of Ontario, for Collins Barrow  
Toronto LLP, Chartered Accountants, and  
Collins Barrow Toronto Limited, Trustee in  
Bankruptcy. Expires August 8, 2016.**

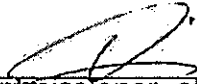
## EXHIBIT "A"

## Summary of Receiver's Fees

Invoice Date	Period	Hours	Fees	HST	Total	Average Hourly Rate
27-Jan-14	Oct. 15 to Dec. 31, 2013	148.70	\$ 68,900.00	\$ 8,957.00	\$ 77,857.00	\$ 463.35
18-Feb-14	January 1-31, 2014	143.75	64,912.50	8,438.63	73,351.13	\$ 451.57
13-Mar-14	February 1 to 28, 2014	85.10	41,625.00	5,411.25	47,036.25	\$ 489.13
10-Apr-14	March 1 to 31, 2014	71.55	34,842.50	4,529.53	39,372.03	\$ 486.97
7-May-14	April 1 to 30, 2014	21.20	9,660.00	1,255.80	10,915.80	\$ 455.66
4-Jun-14	May 1 to 31, 2014	14.20	7,045.00	915.85	7,960.85	\$ 496.13
	Estimated to completion	35.50	17,500.00	2,275.00	19,775.00	\$ 492.96
<b>Total</b>		<b>520.00</b>	<b>\$ 244,485.00</b>	<b>\$ 31,783.05</b>	<b>\$ 276,268.05</b>	<b>\$ 470.16</b>



**THIS IS EXHIBIT "B" REFERRED TO IN THE  
AFFIDAVIT OF BRYAN A. TANNENBAUM SWORN  
BEFORE ME THIS 16<sup>th</sup> DAY OF JUNE, 2014**



**A. Commissioner, etc.**

**Daniel Raphael Weisz, a Commissioner, etc.,  
Province of Ontario, for Collins Barrow  
Toronto LLP, Chartered Accountants, and  
Collins Barrow Toronto Limited, Trustee in  
Bankruptcy. Expires August 8, 2016.**



Collins Barrow Toronto Limited  
Collins Barrow Place  
11 King Street West  
Suite 700, PO Box 27  
Toronto, Ontario  
M5H 4C7 Canada

To 2122775 Ontario Inc.  
c/o Collins Barrow Toronto Limited  
11 King Street West, Suite 700  
Toronto, ON M5H 4C7

T. 416.480.0160  
F. 416.480.2646

www.collinsbarrow.com

**Attention: Mr. Bryan A. Tannenbaum**

**Date** January 27, 2014

**Client File** 110868

HST Registration #: 80784 1440 RT

**Invoice** 1

For professional services rendered with respect to the appointment of Collins Barrow Toronto Limited as Court-appointed Receiver and Receiver and Manager of 2122775 Ontario Inc. (the "**Debtor**") for the period ending December 31, 2013.

Date	Professional	Description
10/15/2013	Tannenbaum, Bryan	Telephone call with J. Harry of Home Trust Company (" <b>Home Trust</b> "); telephone call with J. Simpson and S. Thom of Torkin Manes LLP (" <b>Torkin Manes</b> ") regarding background and subsequent telephone call regarding Gowling Lafleur Henderson LLP (" <b>Gowlings</b> ") with respect to background, preliminary financial analysis and plan.
10/28/2013	Tannenbaum, Bryan	Conference call with C. Ho of Gowlings and J. Harry regarding J. Harry's affidavit.
11/08/2013	Tannenbaum, Bryan	Review of email from C. Ho regarding possible financing and B. Jenkins of Keyser Mason Ball LLP now attending for Debtor; attend at Gowlings for meetings with C. Ho regarding possibilities or alternatives; attend at Court and meet and discuss with R. Drake of Goldman Sloan Nash & Haber LLP (" <b>GSNH</b> ") who represents the 2 <sup>nd</sup> to 4 <sup>th</sup> mortgages. Discuss the position of the mortgagees upon B. Jenkins' arrival; receipt and review of a financing commitment letter dated early September 2013. Attend in Chambers before Justice Thorburn. Attend at Gowlings for conference call with B. Walker of Gowlings.
11/14/2013	Tannenbaum, Bryan	Conference call with C. Ho and B. Walker regarding status and plan for hearing on November 15, 2013.
11/15/2013	Weisz, Daniel	Telephone call with D. MacFarlane of HUB International (" <b>HUB</b> ") regarding preliminary insurance considerations; review email from HUB.
11/15/2013	Tannenbaum, Bryan	Attend at Court for hearing and various discussions with counsel prior to hearing; attend in Chambers before Justice Thorburn; email to B. Jenkins to request meeting with his client; arrange for liability insurance; email and discussion with J. Harry.
11/16/2013	Tannenbaum, Bryan	Attend at site and take photos.

Date	Professional	Description
11/18/2013	Tannenbaum, Bryan	Meet with B. Wong to provide update and plan for receivership; email to Home Trust to request meeting to obtain background information from them; email to B. Jenkins to request contact information for his clients; review website of HUSH Homes ("HUSH") to review the sale material for the Alexandra site; planning meeting with B. Wong and D. Weisz; review email from N. Suleman.
11/18/2013	Weisz, Daniel	Meet with B. Tannenbaum and B. Wong to discuss the receivership; review email from N. Suleman and discuss same with B. Tannenbaum.
11/18/2013	Wong, Brenda	Draft wording for the Receiver's web posting and arrange for set up of web page; draft confidentiality agreement and form of offer.
11/18/2013	Wong, Brenda	Review receivership order; draft S.245/246 receiver's report; meet with B. Tannenbaum to discuss next steps; review HUSH website for information on the project; review email correspondence.
11/18/2013	Tannenbaum, Bryan	Various emails with N. Suleman regarding obtaining information and other matters.
11/19/2013	Wong, Brenda	Prepare list of Debtor's books and records to be obtained from HUSH; draft confidentiality agreement; form of offer, conditions of sale and agreement of purchase and sale; email and telephone call with HUB.
11/19/2013	Tannenbaum, Bryan	Review email from N. Suleman and respond to same that we have to meet tomorrow and discuss contents of that email with C. Ho; telephone call with J. Harry regarding obtaining any insurance documentation from his files and details of possession/access, etc.
11/20/2013	Tannenbaum, Bryan	Attend meeting at HUSH head offices with B. Wong to meet with N. Suleman to discuss status and obtain documentation pertaining to site and project.
11/20/2013	Tannenbaum, Bryan	Telephone call from J. Harry regarding status and results from the meeting with N. Suleman.
11/20/2013	Wong, Brenda	Meet with N. Suleman and B. Tannenbaum at HUSH's offices to discuss status of receivership and information required; send email to N. Suleman regarding additional information requested.
11/20/2013	Wong, Brenda	Telephone calls and emails with HUSH insurance broker regarding insurance coverage for 2425 Bayview; send email to N. Suleman regarding insurance policy; cancel HUB coverage; send notification letter to TD to request they freeze account.
11/20/2013	Wong, Brenda	Review application record for background information on project costs and construction, creditors and assignments; update notice and statement of receiver and draft accompanying letter to creditors; review creditors list.
11/21/2013	Wong, Brenda	Update S.245/246 report; emails to M. Case, CFO of HUSH, regarding financial statements; emails to N. Suleman to schedule site visit; review PPSA, title search and September 2013 financials.
11/22/2013	Wong, Brenda	Telephone calls and fax to TD Canada Trust to follow up on Receiver's request to freeze account; finalize S.245/246 report; prepare draft agreement of purchase and sale.
11/22/2013	Nishimura, Donna	Input creditors in Ascend and prepare creditor mailing.
11/25/2013	Tannenbaum, Bryan	Receipt and review of emails from M. Case. Review draft confidentiality agreement, form of offer and agreement of purchase and sale, and discuss

Date	Professional	Description
		contents with B. Wong. Telephone call from C. Ho as to status.
11/25/2013	Tannenbaum, Bryan	Review list of prospective purchasers; email to C. Ho with documents for Receiver's first report to Court (" <b>First Report</b> ").
11/25/2013	Wong, Brenda	Send copy of S.245 notice to N. Suleman; telephone call from TD regarding bank account and email to N. Suleman to request letter of confirmation for the bank; review information on Debtor received from M. Case and send email to M. Case regarding HST refund and account number.
11/25/2013	Wong, Brenda	Prepare teaser email and flyer; prepare First Report.
11/26/2013	Tannenbaum, Bryan	Discussion with B. Wong before site visit as to status of outstanding information; attend with B. Wong for prearranged meeting with N. Suleman at site; telephone call with N. Suleman to reschedule site meeting. Telephone call with C. Ho regarding First Report, independent counsel issue, and agreement of purchase and sale for town house unit executed in name of HUSH and not in name of Debtor.
11/26/2013	Tannenbaum, Bryan	Telephone call from J. Silverberg of Silverado Custom Homes regarding his lien and concerns about the viability of the 2 <sup>nd</sup> and 3 <sup>rd</sup> mortgages.
11/26/2013	Wong, Brenda	Emails with M. Case regarding questions on information provided, and requests for information. Review of information received; email to N. Suleman regarding outstanding items including TD confirmation letter, site visit, and cost estimate.
11/26/2013	Wong, Brenda	Prepare First Report; prepare CIM; review agreement of purchase and sale and email to Gowlings regarding same; email and telephone call to Home Trust regarding access to site.
11/26/2013	Wong, Brenda	Telephone discussion with M. Case regarding structure and business practices regarding HUSH and the Debtor; call from creditors regarding S.245 notice; email to C. Ho regarding corporate structure and creditor claim against HUSH; letter to GSNH regarding funds held in trust.
11/27/2013	Tannenbaum, Bryan	Possession issues reviewed; emails from HUSH regarding Court attendance.
11/27/2013	Weisz, Daniel	Conference call with B. Wong and M. Blauweis and J. Beaton of Sterling Karamar (" <b>Sterling</b> ").
11/27/2013	Tannenbaum, Bryan	Telephone call from creditor. Telephone call and email prospective purchasers.
11/27/2013	Wong, Brenda	Telephone call with Home Trust regarding site security; telephone calls with S. Flegg to arrange site visit; discussion with B. Tannenbaum regarding site security; make arrangements for future site security.
11/27/2013	Wong, Brenda	Prepare First Report and CIM. Review property tax bill, Aviva documents, and geotechnical update.
11/28/2013	Weisz, Daniel	Review draft First Receiver and suggest changes; review flyer and teaser letter.
11/28/2013	Wong, Brenda	Emails to TD and Debtor's insurance broker to obtain status update; confirm details of site visit for November 29; telephone call with M. Case regarding obtaining technical records.
11/28/2013	Wong, Brenda	Make revisions to draft First Report; review edits and make additional changes.

Date	Professional	Description
11/29/2013	Weisz, Daniel	Review and edit form of offer, CIM, agreement of purchase and sale; discussion with B. Wong on various matters.
11/29/2013	Wong, Brenda	Attend at 2425 Bayview for site tour; discussion with G. Won regarding site security and maintenance. Review edits and make additional changes to First Report and sale documents.
11/29/2013	Tannenbaum, Bryan	Attend at site to meet HUSH site labourer, Home Trust security representative, G. Won, and M. Bleiwis and J. Beaton to tour site. Discussion on transfer of security/maintenance to G. Won. Telephone call with C. Ho regarding service of report and timing; email from Collins Barrow (Vaughan office) regarding prospective purchasers.
11/29/2013	Tannenbaum, Bryan	Review and edit the First Report and receive comments from C. Ho regarding same.
12/02/2013	Tannenbaum, Bryan	Prepare marketing letter and assemble mailing list for banker contacts.
12/02/2013	Tannenbaum, Bryan	Conference call with C. Ho, B. Mosko and J. Harry to discuss First Report, sale process, taking possession, insurance for site, and borrowings.
12/02/2013	Wong, Brenda	Conference call with Gowlings and Home Trust; emails and telephone discussion with HUB regarding insurance coverage; make revisions to First Report and sales documents.
12/02/2013	Wong, Brenda	Call to Globe & Mail to make inquiries on placing an ad and prepare draft ad for invitation for offers; telephone call and email with M. Case regarding trailer and construction records; emails and telephone call to Miller Rentals regarding continuing rental of trailer.
12/02/2013	Wong, Brenda	Review projected disbursements; telephone discussion with G. Won regarding site security and status; follow up with J. Beaton regarding obtaining quotes for repairs/maintenance; prepare agenda for conference call.
12/02/2013	Wong, Brenda	Send email and letter to Jones DesLaurier to request insurance certificate and telephone call regarding same; send email to S. Flegg to request invoice for site security from November 15 to 29; prepare notice of receivership to post on site.
12/03/2013	Tannenbaum, Bryan	Review and edit the First Report including the appendices (APS, CIM, CA, flyer, etc.).
12/03/2013	Tannenbaum, Bryan	Review update of report and review the draft Order and Notice of Motion.
12/03/2013	Weisz, Daniel	Review updated agreement of purchase and sale, updated First Report; and updated form of offer, and provide comments to B. Wong.
12/03/2013	Wong, Brenda	Review HUB email regarding insurance; telephone call with HUB regarding required site security; email to Intelligarde to request quote for night patrols to the site; draft letter to BMO to set up a trust account for the receivership.
12/03/2013	Wong, Brenda	Meet with B. Tannenbaum to review First Report, sales documents and deadlines; make final edits to the report and sales documents; telephone discussion with OHB magazine regarding advertising in upcoming issue.
12/03/2013	Wong, Brenda	Attend at 2425 Bayview for site visit and discuss with G. Won/site labourer regarding site security and third party property; telephone calls with G. Won regarding schedule for contractors and site security.
12/04/2013	Tannenbaum, Bryan	Edit First Report; prepare prospective purchaser list and influencer list.

Date	Professional	Description
12/04/2013	Weisz, Daniel	Review draft documents prior to finalization and discussion with B. Wong and B. Tannenbaum on same.
12/04/2013	Wong, Brenda	Make final revisions to First Report; make edits to draft order and motion; reference report.
12/04/2013	Wong, Brenda	Discussion with M. Case regarding books and records and status of insurance; telephone calls with G. Won regarding status update; telephone discussion with Globe & Mail regarding placing ad; emails with Intelligarde regarding security services.
12/05/2013	Wong, Brenda	Review Intelligarde service agreement and emails with Intelligarde regarding same; email to HUB to update on site condition; review quote from Globe & Mail.
12/05/2013	Wong, Brenda	Emails with Sterling to follow up on obtaining quotes for repairs/winterizing; discussion with G. Won regarding site status and HUSH site labourer.
12/06/2013	Tannenbaum, Bryan	Receipt and review of email from N. Suleman regarding First Report and request for more time for sale process; draft response to N. Suleman and review with C. Ho.
12/06/2013	Wong, Brenda	Email to M. Case regarding third party property and delivery of books and records; telephone calls with G. Won regarding third party property and site maintenance issues; telephone discussion with Sterling regarding contractor quotes and preparing estimate of cash requirements.
12/06/2013	Wong, Brenda	Prepare Receiver Certificate and letter to Home Trust to request funding; prepare letters to secured creditors to request security documentation.
12/06/2013	Tannenbaum, Bryan	Review marketing material and mailing lists to potential purchasers and influencers; discuss possession matters with B. Wong and letting Elvis go and requisition funding by Receiver's Certificate, etc.
12/09/2013	Wong, Brenda	Follow up with Sterling regarding quotes for repairs; telephone discussions with G. Won regarding quotes, repairs and site issues.
12/09/2013	Tannenbaum, Bryan	Assemble prospective purchasers list and arrange for email blast upon Court approval; discussion with B. Wong to discuss safety issues at site and quotes.
12/10/2013	Tannenbaum, Bryan	Telephone call from Z. Visram regarding creditor list amounts and request for back-up documentation.
12/10/2013	Carvalho, Gillian	Deposit cheque at the bank.
12/10/2013	Wong, Brenda	Prepare paperwork for deposit of cheque from Home Trust; discussion with M. Case regarding sold unit and status of books and records; email to Gowlings regarding refund of deposit on sold unit.
12/10/2013	Wong, Brenda	Review quotes for mechanical work and emails with Sterling regarding same; discussions with G. Won regarding obtaining additional quotes and site status; finalize Receiver Certificate and send to Home Trust; prepare file memos regarding fence repairs and winterizing site.
12/11/2013	Tannenbaum, Bryan	Meet with C. Ho; attend at Court for application for approval of marketing process; meet with R. Drake, counsel for the 2 <sup>nd</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> mortgages; appear before Justice Brown to provide evidence on the stand; prepare memo of events in Court; telephone call from J. Harry asking for report on Court hearing this morning.

Date	Professional	Description
12/11/2013	Tannenbaum, Bryan	Receipt and review of fax from Z. Visram regarding outstanding indebtedness for 2 <sup>nd</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> mortgages.
12/11/2013	Tannenbaum, Bryan	Review email for sign contract to post signage at 2425 Bayview.
12/11/2013	Tannenbaum, Bryan	Receipt and review of Order; review C. Ho's email on events in Court; email to L. Corne of Dickinson Wright to schedule meeting on Friday.
12/11/2013	Tannenbaum, Bryan	Telephone call from J. Silverberg regarding status and bonifides of advances/mortgages and his position and request to take down his signage at 2425 Bayview.
12/11/2013	Wong, Brenda	Finalize CIM for distribution; telephone discussion with G. Won regarding site update; email and telephone call with Globe & Mail to confirm placement of ad on December 17 and 19; update web page.
12/12/2013	Tannenbaum, Bryan	Prepare memo regarding marketing efforts; telephone call to confirm signage arrangements; review prospective purchasers list.
12/12/2013	Tannenbaum, Bryan	Prepare letter to Z. Visram requesting security documentation; prepare letter to Gowlings regarding Home Trust security documentation request. Receiving and responding to calls and emails from prospective purchasers.
12/12/2013	Wong, Brenda	Respond to emails regarding sales process and send out CIM's.
12/12/2013	Wong, Brenda	Visit to site to review maintenance issues; telephone calls with G. Won; email to HUB regarding site safety.
12/13/2013	Tannenbaum, Bryan	Telephone call from prospective purchaser.
12/13/2013	Tannenbaum, Bryan	Telephone call from prospective purchaser to request CIM.
12/13/2013	Tannenbaum, Bryan	Attend meeting at Gowlings with L. Corne to discuss file issues and transition.
12/13/2013	Wong, Brenda	Review emails from prospective purchasers and send CIM; discussion with B. Tannenbaum regarding status; meet with L. Corne of Dickinson Wright and C. Ho of Gowlings regarding transfer of file.
12/13/2013	Tannenbaum, Bryan	Receiving various emails and calls from prospective purchasers.
12/13/2013	Tannenbaum, Bryan	Respond to email regarding commissions policy on sale of property.
12/13/2013	Wong, Brenda	Email to M. Case to follow up on books and records; review contractor quotes; discuss quotes for winterizing with G. Won and calls to contractors for clarification.
12/16/2013	Tannenbaum, Bryan	Telephone calls and emails from prospective purchasers.
12/16/2013	Wong, Brenda	Respond to emails and calls regarding sale of property and send CIM and information to prospective purchasers; follow up regarding books and records; process bills for payment; update sales process control sheet.
12/17/2013	Tannenbaum, Bryan	Telephone calls from prospective purchasers in response to the ad in the Globe & Mail today.
12/17/2013	Carvalho, Gillian	Prepare disbursement cheques.
12/17/2013	Tannenbaum, Bryan	Telephone calls from prospective purchasers.
12/17/2013	Wong, Brenda	Respond to emails and calls regarding sale of property; review Mesquita invoice for payment; draft letters to HUSH regarding agency and deposit; update prospective purchaser control sheet.
12/18/2013	Tannenbaum, Bryan	Telephone call from J. Silverberg regarding architects, engineers, etc.; status and project management.

Date	Professional	Description
12/18/2013	Tannenbaum, Bryan	Telephone calls and emails from prospective purchasers.
12/18/2013	Wong, Brenda	Review books and records received from HUSH; send follow-up email regarding outstanding items; prepare list of additional information available; telephone discussion with G. Won regarding status of work on site.
12/18/2013	Wong, Brenda	Respond to emails regarding sales process; email to Globe & Mail regarding ad to appear January 7 and 9, 2014; discussion with B. Tannenbaum and S. Fagyas regarding property; emails with CCI Group to arrange site visit; set up data room; update control list.
12/18/2013	Tannenbaum, Bryan	Telephone call with CCI Group regarding integrity of garage and request for report; discussions regarding same with B. Wong and S. Fagyas.
12/19/2013	Tannenbaum, Bryan	Telephone call from legal counsel for prospective purchaser regarding appraisals, earlier offers and plans; telephone calls from prospective purchasers.
12/19/2013	Tannenbaum, Bryan	Letter to GSNH regarding security documentation.
12/19/2013	Wong, Brenda	Attend at 2425 Bayview Avenue for site visit and to meet with CCI Group for tour of site; prepare memos regarding site condition and action taken by Receiver.
12/19/2013	Wong, Brenda	Review Intelligarde reports; respond to emails from prospective purchasers; call to BMO regarding obtaining supply of cheques; emails with Rockport Group to set up tour; telephone calls with G. Won regarding status and site tour.
12/20/2013	Carvalho, Gillian	Print disbursement cheques.
12/20/2013	Wong, Brenda	Review technical reports on property and post to data room; send reports and link to CCI Group; respond to emails from prospective purchasers; review disbursement cheques; letter to HUSH regarding deposit; review Battlefield invoices regarding sump pump rental.
12/20/2013	Tannenbaum, Bryan	Review and sign cheques; telephone calls from prospective purchasers.
12/20/2013	Tannenbaum, Bryan	Telephone calls and emails from prospective purchasers; telephone call with J. Harry regarding status; review prospective purchaser control list.
12/23/2013	Wong, Brenda	Telephone discussions with G. Won regarding status; emails to cancel site tours; respond to emails regarding sales process; update master control list; follow up with Globe & Mail regarding placing ad on January 7, 2014.
12/24/2013	Wong, Brenda	Respond to emails regarding sales process; send email to HUSH to follow up on outstanding books and records; telephone call with G. Won regarding status.
12/24/2013	Wong, Brenda	Contact Battlefield to verify ownership of pumps and arrange for pick-up and billing; contact TPL regarding panel box rental; review City of Toronto payments; send letter to Toronto Hydro to set up new account.
12/31/2013	Wong, Brenda	Respond to emails and calls regarding site visits and information on property; review Intelligarde reports; discussion and call with S. Fagyas regarding CCI quote and send email to CCI regarding pricing and work to be done; telephone discussion with CCI regarding quote.
		To all other administrative matters with respect to this engagement, including all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.



January 27, 2014  
 2122775 Ontario Inc.  
 Invoice 1  
 Page 8

### Fee Summary

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP	President	58.6	\$ 550	32,230.00
Daniel R. Weisz, CPA, CA, CIRP	Senior Vice President	11.4	\$ 550	6,270.00
Brenda Wong, CIRP	Senior Manager	74.7	\$ 400	29,880.00
Gillian Carvalho	Estate Administrator	2.0	\$ 150	300.00
Donna Nishimura	Estate Administrator	2.0	\$ 110	220.00
<b>Total hours and professional fees</b>		<b>148.7</b>		<b>\$ 68,900.00</b>
HST @ 13%				8,957.00
<b>Total payable</b>				<b>\$ 77,857.00</b>

#### PAYMENT BY VISA ACCEPTED

VISA NUMBER \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of Collins Barrow Toronto Limited, Account No. 65-84918, Canadian Imperial Bank of Commerce  
 Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

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 c/o Collins Barrow Toronto Limited  
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**Attention: Mr. Bryan A. Tannenbaum**

**Date** February 18, 2014

**Client File** 110868  
**Invoice** 2

HST Registration #: 80784 1440 RT

For professional services rendered with respect to the appointment of Collins Barrow Toronto Limited as Court-appointed Receiver and Receiver and Manager of 2122775 Ontario Inc. (the "**Debtor**") for the period January 1, 2014 to January 31, 2014.

Date	Professional	Description
01/02/2014	Wong, Brenda	Telephone calls and emails to City of Toronto (the " <b>City</b> ") to obtain information on permits issued, inspections completed, security deposits and fees paid to the City.
01/02/2014	Wong, Brenda	Respond to email requests for information; update master control list; review Intelligarde security reports; review fax from G. Won regarding daily visits and invoice for services rendered; telephone call with G. Won regarding status update and to discuss fax received.
01/03/2014	Wong, Brenda	Telephone discussion with G. Won regarding site tours and upcoming testing to be conducted by CCI Group (" <b>CCI</b> ") on January 6; respond to calls and emails regarding sales process; draft letter to HUSH Homes (" <b>HUSH</b> ") to request documents evidencing security; prepare summary of sales activity to date.
01/06/2014	Tannenbaum, Bryan	Review number of marketing emails, CIM's and site visits and prepare marketing memo; email to counsel for the 2 <sup>nd</sup> to 4 <sup>th</sup> positions again requesting copies of their security documentation; telephone calls and emails with prospective purchasers.
01/06/2014	Wong, Brenda	Respond to requests for information and/or site tour; review and approve disbursements for payment.
01/07/2014	Tannenbaum, Bryan	Respond to numerous telephone inquiries from prospective purchasers in connection with Invitation for Offers published in newspaper today.
01/07/2014	Wong, Brenda	Respond to calls and emails regarding sale of property.
01/07/2014	Wong, Brenda	Telephone discussion with G. Won regarding site visits and CCI testing; email and telephone discussion with CCI regarding details of testing to be done; draft letter to City to authorize disclosure of information to CCI; review and process disbursements for payment.

Date	Professional	Description
01/08/2014	Carvalo, Gillian	Post invoices to Ascend and prepare disbursement cheques.
01/08/2014	Wong, Brenda	Respond to requests for information from prospective purchasers; follow up on calls and fax to Toronto Hydro to set up a new account for the Receiver; follow up call to Electrical Safety Authority ("ESA") to arrange for payment of outstanding invoice; review disbursement cheques.
01/08/2014	Wong, Brenda	Email to the City regarding Receiver's information request; telephone discussions with City of Toronto Building and Planning Departments regarding permits issued and security deposits; post new documents to data room and send notification to prospective purchasers.
01/09/2014	Tannenbaum, Bryan	Numerous telephone inquiries from prospective purchasers.
01/09/2014	Wong, Brenda	Respond to requests for information regarding sales process and update control sheet; respond to email from HUSH regarding creditor action against HUSH; telephone call from CCI regarding electrical/heating review; discussion with G. Won regarding status update.
01/10/2014	Tannenbaum, Bryan	Attendance at site to meet with G. Won; tour site to see preventative steps that have been taken to ensure that the structure was protected; meet with CCI representative as soil samples taken; review register of prospective purchasers who have attended for site visits to date.
01/10/2014	Tannenbaum, Bryan	Telephone call from prospective purchaser regarding questions on property and process.
01/10/2014	Wong, Brenda	Emails to HUSH to follow up on information requests; respond to requests from prospective purchasers; telephone call to Toronto Hydro to confirm new account was set up for Receiver; telephone call with G. Won regarding status update; update control sheet and prepare sales summary update; posting new document to data room.
01/13/2014	Tannenbaum, Bryan	Telephone calls from prospective purchasers regarding status of sales process and requesting information. Follow up on emails for site tours.
01/13/2014	Wong, Brenda	Respond to telephone calls/emails from prospective purchasers requesting information; update control sheet; post new information to data room; review Intelligarde site visit reports; telephone calls/emails to City regarding security deposits.
01/14/2014	Tannenbaum, Bryan	Telephone calls from several prospective purchasers requesting information and telephone call from J. Harry regarding status.
01/14/2014	Wong, Brenda	Telephone discussion with M. Case from HUSH regarding outstanding information, encroachment issue with neighbor and Tarion Warranty Corporation ("Tarion") status; telephone discussion and email with prospective purchaser regarding questions on site.
01/14/2014	Wong, Brenda	Respond to requests for information from prospective purchasers; update control list; process invoices for payment and follow up on outstanding invoice from New Wave Plumbing; follow up with Toronto Hydro to confirm set-up of receivership account.
01/14/2014	Tannenbaum, Bryan	Meet with representatives of prospective purchaser.
01/15/2014	Tannenbaum, Bryan	Telephone calls from several prospective purchasers requesting information.
01/15/2014	Wong, Brenda	Respond to requests for information from prospective purchasers and booking site tours; telephone calls with G. Won to discuss status.

Date	Professional	Description
01/16/2014	Wong, Brenda	Review documentation received from HUSH on encroachment issue and emails with HUSH regarding status; post document to data room and email to prospective purchasers regarding new postings; respond to requests for information.
01/16/2014	Wong, Brenda	Emails with the City regarding security deposit; emails with HUSH to obtain more details; telephone discussions with G. Won regarding status updates.
01/16/2014	Tannenbaum, Bryan	Telephone calls from several prospective purchasers requesting information.
01/17/2014	Tannenbaum, Bryan	Telephone calls from several prospective purchasers requesting information; telephone call from prospective purchaser regarding possibility of assignment of mortgage from Home Trust Company (" <b>Home Trust</b> ").
01/17/2014	Tannenbaum, Bryan	Telephone call with L. Corne of Dickinson Wright LLP regarding right of assignment of first mortgage as question was brought up by prospective purchaser.
01/17/2014	Wong, Brenda	Respond to telephone calls/emails from prospective purchasers; telephone call with G. Won; review fax from G. Won; review disbursements; prepare sales update.
01/17/2014	Weisz, Daniel	Discussion with B. Tannenbaum regarding considerations with respect to sales process
01/17/2014	Tannenbaum, Bryan	Telephone call from C. Ho regarding call from a party and conference in J. Harry regarding this inquiry to purchase security.
01/20/2014	Tannenbaum, Bryan	Telephone call from prospective purchaser regarding building permits and development charges paid.
01/20/2014	Carvalo, Gillian	Post invoices to Ascend and prepare disbursement cheques.
01/20/2014	Tannenbaum, Bryan	Meet with prospective purchaser to answer questions on sales process.
01/20/2014	Tannenbaum, Bryan	Telephone calls from several prospective purchasers requesting information; discussion with prospective purchaser with respect to his recent site visit.
01/20/2014	Wong, Brenda	Telephone call with G. Won regarding status update. Follow up with CCI regarding delivery of their report; review CCI report and telephone calls/emails to CCI with questions on the report. Post draft CCI report to data room and send notification to prospective purchasers. Email to City to follow up on security deposit.
01/20/2014	Wong, Brenda	Draft Receiver's second report to the Court (" <b>Second Report</b> ").
01/20/2014	Wong, Brenda	Respond to requests for information from prospective purchasers; email to HUSH to ask for copies of mechanical, electrical and landscape drawings.
01/20/2014	Tannenbaum, Bryan	Review and organize control sheet regarding inquiries; sketch out topics for the report to Court.
01/21/2014	Tannenbaum, Bryan	Telephone call from prospective purchaser with respect to use of 2425 Bayview Avenue.
01/21/2014	Tannenbaum, Bryan	Review email from prospective purchaser regarding question of posting purchaser's signage before closing of sale.
01/21/2014	Tannenbaum, Bryan	Telephone calls from prospective purchasers requesting information.
01/21/2014	Tannenbaum, Bryan	Telephone call from prospective purchaser regarding conditional offers.

Date	Professional	Description
01/21/2014	Weisz, Daniel	Discussion with B. Tannenbaum regarding status and report considerations.
01/21/2014	Tannenbaum, Bryan	Telephone call from prospective purchaser.
01/21/2014	Weisz, Daniel	Review draft approval and vesting order.
01/21/2014	Wong, Brenda	Review draft approval and vesting order; emails/telephone call with L. Corne regarding transfer of permits and research documentation with respect to same; telephone discussions with City regarding procedure for transfer of permits; make correction to form of offer.
01/21/2014	Wong, Brenda	Respond to requests for information from prospective purchasers; update master control sheet. Telephone calls with G. Won regarding status. Draft Second Report.
01/22/2014	Tannenbaum, Bryan	Telephone call from prospective purchaser with respect to submitting an offer and other questions.
01/22/2014	Tannenbaum, Bryan	Telephone call from T. Dunn of Minden Gross LLP regarding legal opinion on security of mortgagees.
01/22/2014	Tannenbaum, Bryan	Telephone calls from prospective purchasers requesting information and site visit.
01/22/2014	Wong, Brenda	Attend on site to obtain copies of building permits; review emails and respond to email and telephone queries from prospective purchasers; email to HUSH to request additional information; post new documents to data room and email prospective bidders to notify of same.
01/22/2014	Wong, Brenda	Call to CCI to follow up on outstanding items to be addressed in report; telephone calls with G. Won regarding site visits and site maintenance and security; telephone call with City regarding transfer of permits; emails to City to obtain confirmation of L/Cs; draft Second Report.
01/23/2014	Weisz, Daniel	Review certain offers received and discuss with B. Wong on same.
01/23/2014	Tannenbaum, Bryan	Receipt and review of offers; meet and discussions with J. Harry to review same; review and edit draft Second Report.
01/23/2014	Wong, Brenda	Telephone discussion with City regarding footing inspections and certification; call to CCI to discuss finalizing report; telephone calls to City regarding security deposit; review Intelligarde reports; review new realty tax bill received from HUSH; prepare Receiver's supplemental report to Court.
01/23/2014	Wong, Brenda	Review emails from and respond to queries from prospective purchasers; update control sheet; review offers and prepare summary of offers; telephone discussion with G. Won regarding site visit and location of fire hydrant on site.
01/23/2014	Wong, Brenda	Meet with D. Weisz, B. Tannenbaum and J. Harry to discuss offers; send selected offers to legal counsel to review; emails to/from offerors regarding status of offers.
01/23/2014	Weisz, Daniel	Prepare for and attend meeting with J. Harry, B. Tannenbaum and B. Wong to review offers received.
01/23/2014	Tannenbaum, Bryan	Telephone calls from prospective purchasers requesting information; email from one prospective purchaser advising they will not submit an offer; telephone call from a prospective purchaser advising they decided not to proceed.

Date	Professional	Description
01/24/2014	Tannenbaum, Bryan	Telephone calls from prospective purchasers.
01/24/2014	Tannenbaum, Bryan	Review security information and prepare letter to the 2 <sup>nd</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> mortgagees regarding supply of proof of advances.
01/24/2014	Tannenbaum, Bryan	Receipt and response to several emails from an individual wanting to know details of offers which could not be disclosed.
01/24/2014	Tannenbaum, Bryan	Telephone call with L. Corne regarding offers; telephone call with one prospective purchaser and arrange meeting with prospective purchaser for Monday.
01/24/2014	Wong, Brenda	Prepare estimate of cash requirements to April 30; conference call with L. Corne and B. Tannenbaum to discuss offers; telephone calls with two potential prospective purchasers to discuss offers; respond to emails/calls regarding sales process.
01/27/2014	Weisz, Daniel	Prepare for and attend meeting with representatives of potential prospective purchaser along with their lawyer and L. Corne; subsequent meeting with L. Corne, B. Tannenbaum and B. Wong and subsequent discussions thereafter.
01/27/2014	Tannenbaum, Bryan	Discussion with B. Wong and D. Weisz regarding going back to the top 4 offers; review contents for the Court Report.
01/27/2014	Tannenbaum, Bryan	Prepare for and attend meeting with representatives of potential prospective purchaser along with their lawyer and L. Corne.
01/27/2014	Tannenbaum, Bryan	Meeting with D. Weisz and B. Wong to review offers, report, expenses, outstanding payments, CCI and report our telephone calls from prospective purchasers regarding status.
01/27/2014	Weisz, Daniel	Review various emails with respect to offers.
01/27/2014	Wong, Brenda	Prepare statement of receipts and disbursements and estimate of cash requirements; update master control list and sales update; respond to request for CIM; review legal opinion; meet with D. Weisz and B. Tannenbaum to discuss report.
01/27/2014	Wong, Brenda	Meet with representatives of prospective purchaser along with their lawyer to discuss their offer; telephone call/email with another potential prospective purchaser to clarify terms of offer; emails to offerors to advise of deadline for revised offers; telephone call with L. Corne regarding terms of offer.
01/27/2014	Wong, Brenda	Complete application for HST registration; telephone call to M. Case to follow up on information requested; email to Home Trust to request proof of advances; telephone call from creditor asking about status.
01/28/2014	Weisz, Daniel	Review Home Trust statement of advance of funds; review emails.
01/28/2014	Weisz, Daniel	Review Minden Gross opinion on security; telephone call to T. Dunn.
01/28/2014	Wong, Brenda	Telephone call from one of the prospective purchasers requesting the opportunity to submit a revised bid and subsequent discussion with D. Weisz and L. Corne on same; draft email and send to L. Corne for review; send email to other offerors; make changes to the Second Report.
01/28/2014	Wong, Brenda	Make revisions to schedule of cash requirements; prepare draft letter to Home Trust and Receiver Certificate No. 2; schedule site visits for two of the offerors; respond to email regarding Battlefield equipment rental.

Date	Professional	Description
01/28/2014	Wong, Brenda	Review and approve invoices for payment; review documentation with respect to the bond posted by Aviva Insurance Company of Canada ("Aviva") and telephone call to Aviva to inquire on status of bond; telephone discussions with and letter/emails to Tarion to inquire about transfer of security deposits paid.
01/28/2014	Wong, Brenda	Telephone discussion with G. Won regarding status and site maintenance; email from HUB International Insurance Brokers ("HUB") regarding coverage for another 2 months; review Intelligarde reports; review documentation from Home Trust regarding advances to the Debtor; telephone call from prospective purchaser.
01/28/2014	Weisz, Daniel	Discussion with B. Wong on status of offers and subsequent discussion with B. Wong and L. Corne regarding same.
01/29/2014	Carvalho, Gillian	Post disbursements to Ascend and prepare cheques.
01/29/2014	Wong, Brenda	Make changes to Second Report and supplemental report; email to offerors to advise of deadline for revised bids; respond to emails and calls from offerors and other interested parties; review new offer received today.
01/29/2014	Wong, Brenda	Finalize letter to Home Trust regarding request for funding; telephone call with G. Won regarding status update; email from HUB regarding February invoice; review disbursement cheques.
01/29/2014	Weisz, Daniel	Discussion with B. Wong on status of offers and other various matters.
01/30/2014	Sarangi, Altaf	Discuss GST/HST registration issues with respect to a receivership.
01/30/2014	Weisz, Daniel	Review various emails and revised offers and discuss with B. Wong on same.
01/30/2014	Wong, Brenda	Telephone calls/emails from offerors regarding submission of revised bids; review revised bids received; update summary of offers; telephone call with L. Corne to discuss steps to finalize sale; telephone discussion with Home Trust regarding revised offers; update Second Report.
01/30/2014	Weisz, Daniel	Discussion with B. Wong on offers received; telephone call with L. Corne on same and reports to Court; telephone call with J. Harry with respect to results of sales process and review offer proposed to be accepted.
01/30/2014	Wong, Brenda	Draft cover letter to Home Trust and finalize Receiver Certificate No. 2; make revisions to draft approval and vesting order.
01/30/2014	Noormohamed, Sameer	Review and analysis of GST/HST registration.
01/31/2014	Weisz, Daniel	Telephone call with B. Wong and an offeror regarding acceptance of offer; review and update application for HST number and sign; work on Second Report and supplemental report to the Court and meet with B. Wong on same; discussion with T. Dunn regarding opinion on priority of Home Trust mortgage needed.
01/31/2014	Noormohamed, Sameer	Completion of draft GST/HST registration form.
01/31/2014	Wong, Brenda	Prepare final copy of executed APS with schedules; send notification emails to successful/unsuccessful bidders; prepare cover letter for return of deposit cheques; respond to calls/emails from offerors.

February 18, 2014  
2122775 Ontario Inc.  
Invoice 2  
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Date	Professional	Description
01/31/2014	Wong, Brenda	Review CRA HST application form and discuss with D. Weisz; email to Home Trust to request payout statement; review draft Second Report with D. Weisz; update report appendices; prepare paperwork for processing of deposits to Ascend.
		To all other administrative matters with respect to this engagement, including all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.



February 18, 2014  
 2122775 Ontario Inc.  
 Invoice 2  
 Page 8

### Fee Summary

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP	President	40.70	\$ 550	\$ 22,385.00
Altaf Sarangi, CPA, CA	Partner, Indirect Tax	1.00	\$ 525	525.00
Daniel R. Weisz, CPA, CA, CIRP	Senior Vice President	15.30	\$ 550	8,415.00
Brenda Wong, CIRP	Senior Manager	82.00	\$ 400	32,800.00
Sameer Noormohamed	Tax Associate	3.00	\$ 175	525.00
Gillian Carvalho	Estate Administrator	1.75	\$ 150	262.50
<b>Total hours and professional fees</b>		<b>143.75</b>		\$ 64,912.50
HST @ 13%				8,438.63
<b>Total payable</b>				<b>\$ 73,351.13</b>

#### PAYMENT BY VISA ACCEPTED

VISA NUMBER \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of Collins Barrow Toronto Limited, Account No. 65-84918, Canadian Imperial Bank of Commerce  
 Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

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Attention: Mr. Bryan A. Tannenbaum

Date March 13, 2014

Client File 110868  
 Invoice 3

HST Registration #: 80784 1440 RT

For professional services rendered with respect to the appointment of Collins Barrow Toronto Limited as Court-appointed Receiver and Receiver and Manager of 2122775 Ontario Inc. (the "**Debtor**") for the period February 1, 2014 to February 28, 2014.

Date	Professional	Description
02/03/2014	Weisz, Daniel	Review comments of L. Corne of Dickinson Wright LLP (" <b>Dickinson</b> ") with respect to Receiver's draft reports, update reports and discussion with B. Wong on same.
02/03/2014	Wong, Brenda	Telephone call with G. Won regarding status; review Intelligarde daily patrol reports; make revisions to reports; prepare report appendices; review disbursements for payment.
02/04/2014	Wong, Brenda	Make revisions to report; prepare appendices; email to CCI Group (" <b>CCI</b> ") regarding finalizing draft CCI report; telephone call with Tarion Warranty Corporation (" <b>Tarion</b> ") regarding deposit and bond; telephone call with L. Corne regarding Tarion deposit; telephone call from J. Harry regarding timing and process.
02/04/2014	Carvalho, Gillian	Estate bookkeeping: posting deposits to Ascend.
02/04/2014	Weisz, Daniel	Attend conference call with J. Harry and B. Wong to discuss timing with respect to completion of sale transaction; review opinion letter from Minden Gross LLP (" <b>Minden Gross</b> ") regarding ranking of Home Trust Company (" <b>Home Trust</b> ") security; update report and email with T. Dunn of Minden Gross on same; sign cheques; discussion with B. Wong on request for information by offeror.
02/04/2014	Weisz, Daniel	Meeting with B. Wong regarding her discussion with Tarion and voicemail for L. Corne on same; email to T. Dunn regarding status of letter requested from Minden Gross.
02/04/2014	Wong, Brenda	Respond to inquiries from prospective purchasers; review Intelligarde patrol reports; review disbursement cheques; telephone call with BMO Bank of Montreal (" <b>BMO</b> ") regarding GIC investment options and prepare letter to authorize investment of funds.
02/04/2014	Carvalo, Gillian	Post invoices to Ascend and prepare disbursement cheques.
02/04/2014	Tannenbaum, Bryan	Review Receiver's report and Motion Record.

Date	Professional	Description
02/05/2014	Weisz, Daniel	Discussion with B. Wong on status of report.
02/05/2014	Wong, Brenda	Make edits to report; update statement of receipts and disbursements; review Home Trust payout statement and update report; make final edits to the report.
02/05/2014	Weisz, Daniel	Review report appendices, second report of Receiver, supplementary report of Receiver and discuss with B. Wong with respect to final changes required thereto; sign final reports and deliver reports to Dickinson.
02/06/2014	Weisz, Daniel	Telephone call with L. Corne regarding Receiver's application to Court; review drafts of the Approval and Vesting Order, Order and Notice of Motion in connection with the Receiver's application to Court on February 14; review email from realtor representing purchaser of unit at the project; exchange emails regarding same and discuss with B. Wong on same.
02/06/2014	Wong, Brenda	Telephone discussions with offeror and L. Corne regarding sold unit; follow-up with BMO regarding GIC investment.
02/07/2014	Wong, Brenda	Telephone call to Waste Management; telephone call to G. Won regarding status update, third party equipment and waste bin; review Intelligarde patrol reports; review summary of activity; follow-up with BMO on obtaining bank statements for estate account.
02/07/2014	Wong, Brenda	Review documents regarding agency issue; telephone call with B. Tannenbaum and L. Corne regarding agency issue; respond to calls/emails from bidders/creditors; review fax from Aird & Berlis regarding claim of Chase Capital.
02/07/2014	Tannenbaum, Bryan	Follow up on emails and telephone calls from prospective purchasers; discussion with B. Wong regarding safeguarding and possession and inquiry regarding HUSH Homes ("HUSH") redemption.
02/07/2014	Tannenbaum, Bryan	Discussion with D. Weisz and B. Wong regarding status; conference call with L. Corne regarding HUSH acting as agent for 2122775.
02/10/2014	Wong, Brenda	Review Intelligarde patrol reports and invoice; review cash position; review and respond to emails from TD Bank regarding HUSH Bridle Path account; review email and report from CCI.
02/10/2014	Weisz, Daniel	Review email and documents from L. Corne regarding information received from Goldman Sloan Nash & Haber LLP ("GSNH") and discuss with B. Tannenbaum.
02/10/2014	Tannenbaum, Bryan	Receipt and review of email from L. Corne attaching correspondence from GSNH and potential new financing from Toronto Capital Inc. and subsequent emails to/from L. Corne with comments and questions on same.
02/10/2014	Tannenbaum, Bryan	Review Receiver's report and supplementary report; review statement of receipts and disbursements and edit January statement of account.
02/11/2014	Tannenbaum, Bryan	Telephone call with L. Corne regarding Receiver's responsibility and necessity for a further brief report to Court.
02/11/2014	Tannenbaum, Bryan	Receipt and review of email from C. Ho of Gowlings LLP; telephone call with J. Harry of Home Trust regarding implications of GSNH correspondence and potential financing.

Date	Professional	Description
02/11/2014	Tannenbaum, Bryan	Telephone call from M. Lovett of Canadian Mortgage regarding status and enquiry if purchaser requires financing.
02/11/2014	Tannenbaum, Bryan	Telephone call from L. Wittlin of Harris, Sheaffer LLP ("Harris") regarding status and questions about Friday's Court date.
02/11/2014	Tannenbaum, Bryan	Telephone call with L. Corne regarding her conversation with Harris and discussion about Receiver's second supplemental report and the 2122775 refinancing.
02/11/2014	Wong, Brenda	Telephone discussion with L. Corne, B. Tannenbaum and D. Weisz regarding letter from GSNH regarding staying of receivership; review term sheets; calculate costs incurred to date and payout required to cover Home Trust mortgage and receivership costs.
02/11/2014	Wong, Brenda	Draft second supplemental report; telephone call from Mr. Visram regarding proof of advances.
02/11/2014	Tannenbaum, Bryan	Review and edit the second supplemental report and discuss changes with B. Wong.
02/11/2014	Weisz, Daniel	Telephone call with L. Corne regarding call she received from L. Wittlin and discussion with B. Wong and B. Tannenbaum on same; discussion with B. Wong on report status; work on report to Court.
02/11/2014	Tannenbaum, Bryan	Review estimate of costs and compare to the proposed financing; review and discuss revisions with B. Wong.
02/11/2014	Weisz, Daniel	Review information regarding possible redemption of mortgage; attend conference call with L. Corne, B. Tannenbaum and B. Wong.
02/11/2014	Tannenbaum, Bryan	Prepare second request letter to VS Capital and Mr. Visram regarding proof of advances.
02/12/2014	Tannenbaum, Bryan	Review L. Corne's comments on report; email to L. Corne regarding strategy; telephone call with L. Corne regarding action to be taken and returning call from B. Jenkins of Keyser Mason Ball, LLP ("KMB"); consider redemption of security issues.
02/12/2014	Wong, Brenda	Make final edits to report; telephone discussion with B. Tannenbaum and L. Corne; telephone call from Mr. Visram regarding call from N. Suleman of HUSH advising him to produce documents; telephone call to Mr. Visram to clarify information request.
02/12/2014	Weisz, Daniel	Review L. Corne's comments on draft report; discussion with B. Tannenbaum regarding various considerations with respect to status.
02/13/2014	Tannenbaum, Bryan	Conference call with L. Corne, C. Ho, J. Harry and B. Wong to discuss redemption issue and concerns and content of our reports.
02/13/2014	Tannenbaum, Bryan	Email and telephone call with L. Corne regarding request of GSNH for redacted copy of the Order and reasons for same and subsequent instructions to L. Corne to send.
02/13/2014	Tannenbaum, Bryan	Telephone call with L. Corne to discuss edits to our second supplemental report.
02/13/2014	Tannenbaum, Bryan	Organize notes for the conference call and re-read the draft second supplemental report; review comments of Home Trust and discuss with B. Wong.

Date	Professional	Description
02/13/2014	Wong, Brenda	Prepare appendices for second supplemental report; make revisions to report; conference call with L. Corne, C. Ho, J. Harry and B. Tannenbaum; revise supporting worksheets.
02/13/2014	Wong, Brenda	Review Notice of Motion of 2122775 and discussion with B. Tannenbaum regarding same.
02/13/2014	Tannenbaum, Bryan	Receipt and review of Motion Record from KMB; review and email comments to L. Corne; receipt and review of emails regarding proof of advances from 2 <sup>nd</sup> to 4 <sup>th</sup> ; telephone call with L. Corne on these topics and Receiver's position, including discussion on losing prospective purchaser; Soundair and whether the Courts would construe this as interference.
02/13/2014	Weisz, Daniel	Review various documents.
02/14/2014	Tannenbaum, Bryan	Prepare for Court by re-reading the second report, first supplemental and second supplemental reports; preparing notes to attend at Court.
02/14/2014	Tannenbaum, Bryan	Attend at Court for approval of sale motion; preliminary discussions with L. Corne and C. Ho; receipt and review of Urbancorp Affidavit and discussions with S. Crocco of Berkow Cohen LLP and S. Han of Urbancorp; await endorsement of Orders.
02/14/2014	Weisz, Daniel	Review documents issued by the Court; review Debtor Notice of Motion; review Court Orders.
02/18/2014	Wong, Brenda	Arrange for Motion Record and Orders from February 14 <sup>th</sup> to be posted to the web page; review disbursements to be paid; telephone call to W.J. Miller regarding trailer contents; telephone call to Waste Management regarding removal of bin; review Intelligarde patrol reports.
02/18/2014	Wong, Brenda	Telephone discussion with G. Won regarding site visits and trailer contents; emails to City of Toronto and M. Case of HUSH regarding outstanding information; emails/telephone call with Urbancorp regarding site security, site visit and closing matters.
02/18/2014	Weisz, Daniel	Read endorsement of Justice Brown.
02/18/2014	Tannenbaum, Bryan	Email to L. Corne regarding closing date.
02/19/2014	Tannenbaum, Bryan	Telephone discussion with L. Corne regarding closing date, 10% holdback issue and need to contact lien claimants and HUSH to determine if account existed, refund of deposit issue from a purchaser and contact with Urbancorp, land title transfer issue for purchaser.
02/19/2014	Tannenbaum, Bryan	Telephone call from L. Lyons as agent/prospective purchaser wanting information (past deadline).
02/19/2014	Tannenbaum, Bryan	Telephone call from L. Corne regarding her telephone call from W. Traub of GSNH regarding his client's panic as rumours are spreading.
02/19/2014	Tannenbaum, Bryan	Emails from L. Wittlin and telephone call regarding potential opposition/appeal and details discussed about outstanding description of other assets, etc.
02/19/2014	Weisz, Daniel	Discussion with B. Tannenbaum on status.
02/19/2014	Carvalho, Gillian	Prepare disbursement cheques.
02/19/2014	Wong, Brenda	Email to Harris regarding property taxes paid by Receiver; review documentation for VS Capital advances; discussion with L. Corne and B. Tannenbaum regarding lien claimants, holdback and transfer of title.

Date	Professional	Description
02/19/2014	Wong, Brenda	Draft letter to lien claimants to request supporting documentation; telephone call with CRA regarding setting up HST number for Receiver; emails to Urbancorp regarding refund of deposit and sales commissions paid.
02/19/2014	Tannenbaum, Bryan	Review files; list outstanding matters; discussion with B. Wong regarding closing matters; sign cheques.
02/20/2014	Tannenbaum, Bryan	Review and edit letter to lien claimants to request supporting documentation.
02/20/2014	Tannenbaum, Bryan	Telephone call from A. Silber regarding status of proceedings, details of offers, successful bidder, etc. (details not provided to him); review email from L. Corne regarding GSNH response and another call she had with W. Traub.
02/20/2014	Wong, Brenda	Follow up with M. Case regarding transfer of books and records; draft and send letter to lien claimants.
02/20/2014	Wong, Brenda	Schedule site visit by Urbancorp; review emails and correspondence regarding various matters; telephone call and email to Tree Protection & Plan Review Office to inquire about security deposit; telephone call to Urbancorp to set up meeting.
02/21/2014	Wong, Brenda	Telephone call with CRA and fax letter to CRA to notify of receivership; telephone call and letter to W.J. Miller regarding termination of rental of trailer; respond to emails from counsel with respect to statement of adjustments and assets sold.
02/21/2014	Wong, Brenda	Review security report and telephone discussion with G. Won on status; telephone discussion with City of Toronto regarding transfer of security deposit; prepare list of other assets.
02/21/2014	Tannenbaum, Bryan	Receipt and review email from M. Lean of Dickinson regarding assignment by purchaser to an affiliated entity and email response approving same.
02/24/2014	Wong, Brenda	Draft letter to Toronto Hydro to notify of change of ownership; review Notice of Appeal and telephone call with L. Corne and B. Tannenbaum on same; review and respond to email from Tree Protection Services; prepare estimate of monthly costs.
02/24/2014	Tannenbaum, Bryan	Telephone call from L. Corne to request approximation of monthly receivership costs for her to provide to H. Pitch of Teplitzky, Colson LLP ("Teplitzky").
02/24/2014	Tannenbaum, Bryan	Receipt and review of Notice of Appeal; telephone call with L. Corne regarding Notice of Appeal, security for costs, leave to lift the stay, taking money from subordinate creditors, and carrying costs.
02/24/2014	Weisz, Daniel	Read Notice of Appeal.
02/25/2014	Tannenbaum, Bryan	Telephone call with L. Corne regarding her conversation with H. Pitch and her conversation with the purchaser's solicitors; receipt and review draft letter and cases cited; email back to L. Corne approving same.
02/25/2014	Tannenbaum, Bryan	Telephone call from C. Ho regarding letter to Teplitzky; telephone call from L. Wittlin regarding list of intangibles.
02/25/2014	Wong, Brenda	Return call from J. Silverberg regarding proof of lien claim; emails to Aviva regarding release of deposit; review Intelligarde patrol reports; telephone discussion with L. Corne with respect to appeal.

Date	Professional	Description
02/25/2014	Wong, Brenda	Telephone call to M. Case regarding outstanding information; revise and send list of assets to Dickinson.
02/26/2014	Wong, Brenda	Respond to emails from Dickinson regarding other assets and telephone call from M. Lean regarding same; respond to inquiry from prospective purchaser; telephone call with G. Won regarding update on sale and HUSH third party property.
02/26/2014	Wong, Brenda	Telephone discussion with J. Silverberg regarding lien claim; review supporting lien documents and calculation.
02/26/2014	Tannenbaum, Bryan	Telephone call with M. Lean regarding response to Harris.
02/26/2014	Tannenbaum, Bryan	Telephone call from J. Hammond inquiring as to who was the successful bidder and details (which were not provided) requested; review accounts and status.
02/27/2014	Weisz, Daniel	Review Notice of Motion served.
02/27/2014	Wong, Brenda	Email to G. Won regarding property to be returned to HUSH; review disbursements for payment; email to Intelligarde to give notice regarding cancellation; telephone call to Toronto Hydro regarding final meter reading; review Notice of Motion and revised term sheets.
02/27/2014	Tannenbaum, Bryan	Receipt of email from L. Corne regarding Motion Record to Appeal and review of brief; telephone call with L. Corne regarding same and arrange for call the next day to discuss further after reviewing in detail; telephone call from J. Harry regarding same and provide brief explanation of process.
02/28/2014	Tannenbaum, Bryan	Receipt and review email from M. Lean regarding assignment and assumption agreement; execute same and email back to M. Lean.
02/28/2014	Tannenbaum, Bryan	Read Teplitsky Motion Record; prepare notes of questions and observations; telephone call with L. Corne regarding same, discuss next steps and requirements of the Receiver in preparation for the hearing on March 10, 2014.
		To all other administrative matters with respect to this engagement, including all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

March 13, 2014  
 2122775 Ontario Inc.  
 Invoice 3  
 Page 7

### Fee Summary

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP	President	42.00	\$ 550	\$ 23,100.00
Daniel R. Weisz, CPA, CA, CIRP	Senior Vice President	11.90	\$ 550	6,545.00
Brenda Wong, CIRP	Senior Manager	29.20	\$ 400	11,680.00
Gillian Carvalho	Estate Administrator	2.00	\$ 150	300.00
<b>Total hours and professional fees</b>		<b>85.10</b>		\$ 41,625.00
HST @ 13%				5,411.25
<b>Total payable</b>				<b>\$ 47,036.25</b>

PAYMENT BY VISA ACCEPTED

VISA NUMBER \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CAS Payments: For credit to the account of Collins Barrow Toronto Limited, Account No. 65-84918, Canadian Imperial Bank of Commerce  
 Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

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To 2122775 Ontario Inc.  
 c/o Collins Barrow Toronto Limited  
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Attention: Mr. Bryan A. Tannenbaum

Date April 10, 2014

Client File 110868  
 Invoice 4  
 No. 6500032

HST Registration #: 80784 1440 RT

For professional services rendered with respect to the appointment of Collins Barrow Toronto Limited as Court-appointed Receiver and Receiver and Manager of 2122775 Ontario Inc. (the "Debtor") for the period March 1, 2014 to March 31, 2014.

Date	Professional	Description
03/03/2014	Carvalho, Gillian	Post invoices to Ascend and prepare disbursement cheques.
03/03/2014	Wong, Brenda	Review disbursements to pay; update estimate of costs; prepare updated statement of R&D; review Intelligarde International Inc. ("Intelligarde") patrol reports; telephone calls with City of Toronto regarding security deposit.
03/04/2014	Wong, Brenda	Call and fax to Canada Revenue Agency ("CRA") regarding changing filing period and change of mailing address; discussion regarding status of CT and HST accounts; review cross-motion materials; update estimate of costs.
03/04/2014	Wong, Brenda	Prepare for and meet with Urbancorp to discuss transfer of ownership; send requested information to Urbancorp; review disbursement cheques.
03/04/2014	Tannenbaum, Bryan	Sign disbursement cheques.
03/05/2014	Tannenbaum, Bryan	Receipt and review from L. Corne of Dickinson Wright LLP ("Dickinson") the draft Factum of the Receiver; discussion with L. Corne regarding same.
03/05/2014	Wong, Brenda	Review emails from Dickinson; review Factum of Appellant; review supporting documentation for lien claim of UCIT Online Security Inc. ("UCIT"); review draft Factum of the Receiver and discussions with B. Tannenbaum and L. Corne re same.
03/05/2014	Wong, Brenda	Update calculation of estimated costs and payout; review disbursements to pay.
03/05/2014	Tannenbaum, Bryan	Receipt and review of Factum of Appellant and Book of Authorities.
03/07/2014	Wong, Brenda	Review Intelligarde patrol reports; review responding motion of Urbancorp; draft third report; follow-up with Home Trust Company ("Home Trust") for updated costs to March 10; update estimate of costs and payout.
03/10/2014	Tannenbaum, Bryan	Meeting with L. Corne before Court; attend Court of Appeal before J. Dougherty and follow-up discussions with L. Corne and subsequent conversation with J. Harry regarding same.

Date	Professional	Description
03/10/2014	Wong, Brenda	Review draft amended Vesting Order; draft Receiver's third supplemental report; review Intelligarde patrol reports; telephone discussion with G. Won regarding status; telephone discussion with M. Lean of Dickinson regarding APS and Form of Offer.
03/11/2014	Tannenbaum, Bryan	Telephone call with L. Corne regarding action plan on various alternatives.
03/12/2014	Weisz, Daniel	Review Court of Appeal ruling regarding appeal status.
03/13/2014	Tannenbaum, Bryan	Review and edit the third supplemental report and discuss with B. Wong.
03/13/2014	Wong, Brenda	Review Endorsement; make edits to and finalize third supplemental report; review changes to Vesting Order; prepare letter to HUSH Homes ("HUSH") regarding outstanding matters; prepare letter to HUSH employee regarding third party property.
03/13/2014	Wong, Brenda	Review documents and arrange for posting to web page; review exit checklist; telephone call to Toronto Hydro to schedule final meter reading; email to Urbancorp regarding transition items; discuss status with G. Won; email to King Masonry counsel regarding support for lien claim.
03/13/2014	Weisz, Daniel	Discussion with B. Wong on file; review draft report and discuss with B. Wong on same.
03/13/2014	Tannenbaum, Bryan	Receipt and review of J. Dougherty Endorsement and telephone call with L. Corne regarding same; discuss plan for closing and notify G. Won regarding same.
03/14/2014	Wong, Brenda	Telephone call from L. Corne regarding liens; prepare summary of lien claims and send to L. Corne; email to UCIT regarding Writ of Execution, judgment and garnishment.
03/14/2014	Wong, Brenda	Review status of lien claims; prepare books and records to be delivered to purchaser; email to M. Case regarding security deposits; telephone call from M. Lean regarding purchaser's request for holdback for property taxes; review draft statement of adjustments.
03/14/2014	Tannenbaum, Bryan	Prepare, review and edit the Third Supplemental Report regarding assignment of APS, etc.
03/17/2014	Wong, Brenda	Follow up with Urbancorp regarding trailer rental; review Intelligarde patrol reports; discussion with G. Won regarding site status and closing day; review email from Dickinson regarding legal fees to February 28 <sup>th</sup> ; emails with HUSH; telephone call to W.J. Miller Ltd. ("Miller").
03/18/2014	Wong, Brenda	Email to Home Trust to request updated payout statement; respond to questions from Silverado Custom Home Corporation ("Silverado"); review emails from UCIT and supporting documentation; email and telephone call from Urbancorp regarding request for reliance letter.
03/18/2014	Wong, Brenda	Telephone calls to G. Won regarding status and arranging for unhooking of electricals before pick-up of trailer; telephone calls to Miller to arrange for pick-up of trailer.
03/18/2014	Wong, Brenda	Review disbursements for payment; emails with M. Lean regarding closing matters; review closing documents and discuss with B. Tannenbaum and telephone call/email with M. Lean regarding same.
03/18/2014	Tannenbaum, Bryan	Telephone call with L. Corne regarding Court approval of our report; subsequent telephone call with M. Lean regarding closing matters.
03/18/2014	Tannenbaum, Bryan	Organize material for closing.

Date	Professional	Description
03/19/2014	Wong, Brenda	Review support for advances provided by Visram; review A/P records regarding payments to Visram and VS Capital; review Intelligarde patrol reports.
03/19/2014	Wong, Brenda	Telephone calls to Miller to schedule pick-up of trailer; review and save exit photos; telephone calls with G. Won to update regarding status; telephone call from M. Lean regarding statement of adjustments; email to Urbancorp regarding trailer status.
03/19/2014	Tannenbaum, Bryan	Attend at offices of Dickinson to execute closing documentation; discussions with M. Lean.
03/19/2014	Tannenbaum, Bryan	Receipt and review of email from L. Wittlin of Harris, Sheaffer LLP ("Harris") regarding tax and MPAC statement and send response with realty tax bill for 2013.
03/20/2014	Wong, Brenda	Discussion with G. Won regarding status; telephone call to Miller to update status of trailer; telephone call from M. Lean regarding status of closing.
03/20/2014	Wong, Brenda	Review Home Trust payout statement and email/calls to Home Trust regarding interest calculation; email to Gowlings LLP regarding fees billed to receivership and review invoice.
03/20/2014	Tannenbaum, Bryan	Telephone call to M. Lean at various times during the day for update on closing and wiring funds to our account.
03/21/2014	Carvalho, Gillian	Post invoices to Ascend and prepare disbursement cheques.
03/21/2014	Wong, Brenda	Verify receipt of wire transfers and prepare accounting for sale proceeds; telephone discussion with M. Lean regarding closing documents; review revised Home Trust payout statement and process for payment.
03/21/2014	Wong, Brenda	Review/estimate of future cash requirements; review disbursements to pay and disbursement cheques; review construction records found in trailer; calls to Miller and Waste Management to schedule pick-ups for next week; prepare accounting for sales proceeds; telephone discussion with M. Lean regarding closing documents; review revised Home Trust payout statement and process for payment.
03/21/2014	Weisz, Daniel	Review documents regarding status of funds to be received.
03/21/2014	Tannenbaum, Bryan	Meeting with G. Won, site supervisor, to go over final notes and issues of vacating site.
03/21/2014	Tannenbaum, Bryan	Meeting with B. Mosko of Home Trust at their offices regarding payment delivered and discussion of the assignment.
03/24/2014	Wong, Brenda	Calculate estimated cash requirements and funds available for potential interim distribution; review emails regarding second and fourth mortgages; email to L. Corne regarding outstanding information requested of HUSH.
03/24/2014	Wong, Brenda	Telephone call from Miller to schedule pick-up of trailer; emails to Urbancorp to confirm trailer and waste bin pick-up and transfer of books and records; prepare transmittal letter to Urbancorp; telephone call to Waste Management to reschedule pick-up time.
03/24/2014	Tannenbaum, Bryan	Review emails and draft opinion regarding priorities of subsequent mortgages versus lien claimants.
03/25/2014	Wong, Brenda	Telephone call and fax to CRA regarding status of account; review fax from Visram; emails with L. Corne regarding interim distribution; call/email with Silverado regarding status of lien claims.

April 10, 2014  
 2122775 Ontario Inc.  
 Invoice 4  
 Page 4

Date	Professional	Description
03/25/2014	Tannenbaum, Bryan	Discussion regarding interim distributions, if any, and/or required for Court approval.
03/26/2014	Tannenbaum, Bryan	Review statement of receipts and disbursements; sign document for CRA to obtain a clearance certificate; discuss payouts and lien claims with B. Wong; discuss proceedings to discharge and obtaining Court approval for remaining payout, etc.
03/26/2014	Wong, Brenda	Telephone calls with Waste Management regarding pick-up of waste bin scheduled for today; update statement of R&D.
03/26/2014	Tannenbaum, Bryan	Telephone call from J. Harry regarding status of completion and discharge and other various matters.
03/27/2014	Wong, Brenda	Telephone calls with Waste Management and emails with Urbancorp regarding pick-up of bin; make edits to R&D; prepare supporting documentation for posting of GIC redemption; respond to email from Urbancorp regarding draft agreement with neighbour.
03/27/2014	Tannenbaum, Bryan	Draft outline for final report and contents determined.
03/28/2014	Wong, Brenda	Send follow-up email to counsel for King Masonry; review online bank statement and cash position.
03/31/2014	Wong, Brenda	Prepare letter to CRA to request trust examination; prepare Receiver's Third Report to Court; discussion with L. Corne and B. Tannenbaum regarding outstanding matters; review cash requirements and telephone call/email/letter to BMO regarding investment of funds.
03/31/2014	Wong, Brenda	Review draft opinion letter regarding priority of liens and mortgages.
03/31/2014	Tannenbaum, Bryan	Telephone call with L. Corne regarding payout of remaining funds and decision to proceed to Court for distribution order and discharge; and L. Corne's conversation late on Friday with B. Bissell and W. Traub of Goldman Sloan Nash & Haber LLP.
03/31/2014	Tannenbaum, Bryan	Receipt and review of email from J. Silverberg of Silverado regarding payout to lien claimants.
03/31/2014	Tannenbaum, Bryan	Discussion with B. Wong regarding lien claimants and Dickinson opinion on priorities.
		To all other administrative matters with respect to this engagement, including all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

April 10, 2014  
 2122775 Ontario Inc.  
 Invoice 4  
 Page 5

**Fee Summary**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP	President	43.40	\$ 550	\$ 23,870.00
Daniel R. Weisz, CPA, CA, CIRP	Senior Vice President	1.00	\$ 550	550.00
Brenda Wong, CIRP	Senior Manager	25.40	\$ 400	10,160.00
Gillian Carvalho	Estate Administrator	1.75	\$ 150	262.50
<b>Total hours and professional fees</b>		<b>71.55</b>		<b>\$ 34,842.50</b>
HST @ 13%				4,529.53
<b>Total payable</b>				<b>\$ 39,372.03</b>

**PAYMENT BY VISA ACCEPTED**

VISA NUMBER \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

**WIRE PAYMENT DETAILS**

For CA\$ Payments: For credit to the account of Collins Barrow Toronto Limited, Account No. 65-84918, Canadian Imperial Bank of Commerce  
 Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

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Attention: Mr. Bryan A. Tannenbaum

Date May 7, 2014

Client File 110868  
Invoice 5  
No. 6500043

HST Registration #: 80784 1440 RT

For professional services rendered with respect to the appointment of Collins Barrow Toronto Limited as Court-appointed Receiver and Receiver and Manager of 2122775 Ontario Inc. (the "**Debtor**") for the period April 1, 2014 to April 30, 2014.

Date	Professional	Description
04/02/2014	Tannenbaum, Bryan	Telephone call from M. Weiner of Concord Concrete regarding status.
04/02/2014	Tannenbaum, Bryan	Receipt and review of final legal opinion regarding priority of claims registered on title and status of lien claimants, if any.
04/02/2014	Wong, Brenda	Telephone call with Bank of Montreal (" <b>BMO</b> ") and finalize letter regarding investment of funds in a GIC; review email from B. Jenkins of Keyser Mason Ball LLP (" <b>KMB</b> ") regarding lien claimants; review supporting documentation provided by King Masonry; email to Silverado regarding priority of lien claims.
04/02/2014	Wong, Brenda	Discussion with B. Tannenbaum regarding draft opinion letter; telephone call and fax to Canada Revenue Agency (" <b>CRA</b> ") regarding request for audit and outstanding HST returns; review legal opinion on priority of liens and email to L. Corne of Dickinson Wright LLP (" <b>Dickinson</b> ") with comments; telephone call with 2 <sup>nd</sup> mortgagee regarding status.
04/06/2014	Wong, Brenda	Prepare affidavit of fees; prepare report to Court.
04/07/2014	Wong, Brenda	Email to CCI Group regarding statement received; prepare Receiver's third report to Court; review disbursements and process for payment.
04/08/2014	Weisz, Daniel	Review and sign cheques.
04/08/2014	Wong, Brenda	Receipt and review of Dickinson invoices and email to L. Corne to request estimate of fees to completion; prepare summary of fees and fee analysis.
04/09/2014	Wong, Brenda	Draft report; prepare summary of fees and fee analysis.
04/10/2014	Tannenbaum, Bryan	Review and edit first draft of the third report to Court.
04/10/2014	Wong, Brenda	Make changes to draft report.
04/11/2014	Wong, Brenda	Review disbursements to pay.
04/11/2014	Weisz, Daniel	Review and edit third report to Court and discuss with B. Wong on same.
04/14/2014	Wong, Brenda	Telephone call to Waste Management to follow up on outstanding invoice; discussion with D. Weisz regarding draft report and edit report; email to Hush Homes (" <b>HUSH</b> ") regarding payment of Waste Management invoice.

May 7, 2014  
 2122775 Ontario Inc.  
 Invoice 5  
 Page 2

Date	Professional	Description
04/15/2014	Wong, Brenda	Telephone calls from unsecured creditors regarding status of their claims; telephone calls to/from CRA regarding request for trust exam.
04/16/2014	Wong, Brenda	Telephone call with Z. Visram to provide status update; filing HST returns; telephone calls from CRA regarding conducting a trust exam; email to N. Suleman to notify of CRA audit.
04/21/2014	Wong, Brenda	Review disbursements to pay; prepare updated statement of receipts and disbursements ("R&D").
04/21/2014	Weisz, Daniel	Review R&D and discussion with B. Tannenbaum on same.
04/21/2014	Tannenbaum, Bryan	Status review; review draft R&D and discuss outstanding items.
04/22/2014	Wong, Brenda	Send R&D to Z. Visram.
04/22/2014	Weisz, Daniel	Review bank statement for March prior to reconciliation.
04/23/2014	Wong, Brenda	Review disbursement to pay; respond to email from Urbancorp regarding creditors who may have been paid; email to L. Come regarding status; telephone call from CRA to advise they will be filing proof of claim.
04/24/2014	Wong, Brenda	Telephone call to CCI Group regarding statement received.
04/25/2014	Wong, Brenda	Telephone call from CRA advising they cannot issue assessment and discussion regarding outstanding HST returns; email to HUSH regarding outstanding returns.
04/25/2014	Weisz, Daniel	Review and sign cheques.
04/25/2014	Carvalho, Gillian	Prepare cheques.
04/28/2014	Wong, Brenda	Telephone call to CRA Business Window; telephone call from L. Come to request status update.
04/29/2014	Wong, Brenda	Telephone calls to CRA; review L. Come's comments regarding draft report and make edits.
04/29/2014	Weisz, Daniel	Review L. Come's comments on draft report.
04/30/2014	Wong, Brenda	Telephone call from CRA regarding outstanding returns and status.
		To all other administrative matters with respect to this engagement, including all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

**Fee Summary**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP	President	6.20	\$ 550	\$ 3,410.00
Daniel R. Weisz, CPA, CA, CIRP	Senior Vice President	2.00	\$ 550	1,100.00
Brenda Wong, CIRP	Senior Manager	12.80	\$ 400	5,120.00
Gillian Carvalho	Estate Administrator	0.20	\$ 150	30.00
<b>Total hours and professional fees</b>				
		<u>21.20</u>		\$ 9,660.00
HST @ 13%				1,255.80
<b>Total payable</b>				<b>\$ 10,915.80</b>

PAYMENT BY VISA ACCEPTED

VISA NUMBER \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

WIRE PAYMENT DETAILS

For CAS Payments: For credit to the account of Collins Barrow Toronto Limited, Account No. 65-84918, Canadian Imperial Bank of Commerce  
 Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

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Attention: Mr. Bryan A. Tannenbaum

Date June 4, 2014

Client File 110868  
Invoice 6  
No. 6500052

GST/HST: 80784 1440 RT 0001

For professional services rendered with respect to the appointment of Collins Barrow Toronto Limited as Court-appointed Receiver and Receiver and Manager of 2122775 Ontario Inc. (the "Debtor") for the period May 1, 2014 to May 31, 2014.

Date	Professional	Description
05/01/2014	Tannenbaum, Bryan	Review and edit final report.
05/02/2014	Wong, Brenda	Telephone call to Canada Revenue Agency ("CRA") regarding change of address and send follow-up letter.
05/06/2014	Wong, Brenda	Telephone call from Z. Visram regarding status; telephone call to M. Suleman of Hush Homes ("HUSH") to request copies of CT and HST returns; emails to Gowlings and Minden Gross to request affidavit of fees.
05/07/2014	Wong, Brenda	Follow up telephone calls to CRA regarding change of address and outstanding returns and request for trust exam; review summary of activity.
05/07/2014	Tannenbaum, Bryan	Discussion with B. Wong regarding CRA and effect on payout to secured creditors.
05/08/2014	Wong, Brenda	Review disbursements to pay; review affidavit of fees from Gowlings and Minden Gross; review fax from Z. Visram.
05/09/2014	Wong, Brenda	Prepare letter to CRA regarding Receiver's application for discharge and distribution of funds; follow up email to M. Suleman.
05/09/2014	Tannenbaum, Bryan	Review final report content and discussion with B. Wong on same.
05/12/2014	Weisz, Daniel	Review third report to Court and meet with B. Wong on same.
05/12/2014	Wong, Brenda	Make edits to report; discussion with D. Weisz on further revisions to be made; send report to L. Corne of Dickinson Wright LLP ("Dickinson") for comments.
05/14/2014	Wong, Brenda	Respond to email from L. Corne regarding Court application.
05/16/2014	Wong, Brenda	Review emails from L. Corne regarding letter to M.J. Thorburn and letter from R. Ikeda of Goldman Sloan Nash & Haber LLP ("GSNH"); telephone call from Pro-drain regarding status of claim; telephone call from Z. Visram regarding status.
05/20/2014	Wong, Brenda	Review email from L. Corne.
05/20/2014	Tannenbaum, Bryan	Receipt and review of email from L. Corne attaching draft letter to GSNH; email approving the release.

Date	Professional	Description
05/21/2014	Wong, Brenda	Telephone discussion with CRA regarding status and outstanding returns; review email from M. Suleman's office and follow up regarding outstanding information requested from M. Suleman; prepare and fax outstanding HST returns to CRA.
05/23/2014	Tannenbaum, Bryan	Finalize report comments and email to L. Corne.
		To all other administrative matters with respect to this engagement, including all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

June 4, 2014  
 2122775 Ontario Inc.  
 Invoice 6  
 Page 3

**Fee Summary**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP	President	8.30	\$ 550	\$ 4,565.00
Daniel R. Weisz, CPA, CA, CIRP	Senior Vice President	0.80	\$ 550	440.00
Brenda Wong, CIRP	Senior Manager	5.10	\$ 400	2,040.00
<b>Total hours and professional fees</b>		<b>14.20</b>		\$ 7,045.00
HST @ 13%				915.85
<b>Total payable</b>				<b>\$ 7,960.85</b>

**PAYMENT BY VISA ACCEPTED**

VISA NUMBER \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

**WIRE PAYMENT DETAILS**

For CA\$ Payments: For credit to the account of Collins Barrow Toronto Limited, Account No. 65-84918, Canadian Imperial Bank of Commerce  
 Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

**PLEASE RETURN ONE COPY WITH REMITTANCE**

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
 The Collins Barrow trademarks are used under license.

# **Tab 4**

Court File No. CV-13-10313-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**HOME TRUST COMPANY**

Applicant

- and -

**2122775 ONTARIO INC.**

Respondent

**APPLICATION UNDER s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985  
c. B-3, s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43 and  
Rules 14.05(2) and (3) (d), (g) and (h) of the *Rules of Civil Procedure***

**AFFIDAVIT OF CALVIN HO**

I, Calvin Ho, of the City of Toronto, in the Province of Ontario, MAKE OATH  
AND SAY:

1. I am a lawyer with the law firm of Gowling Lafleur Henderson LLP ("Gowlings"), lawyers for the court appointed Receiver, Collins Barrow Toronto Limited, and as such have personal knowledge of the matters to which I hereinafter depose, except those matters that are based expressly upon information and belief, in which case, I verily believe such information to be true.

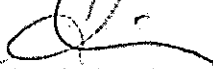
- 2 -

2. Collins Barrow Toronto Limited was appointed receiver and receiver manager ("Receiver") of 2122775 Ontario Inc. ("2122775") pursuant to the Order of Justice Thornburn dated November 15, 2013 (the "Receivership Order"). Pursuant to paragraph 17 of the Receivership Order, the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements.
3. Gowlings was retained by the Receiver and has provided services to the Receiver and incurred disbursements thereon, as described in the detailed invoice attached hereto and marked as Exhibit "A" (the "Dockets").
4. The Dockets are a fair and accurate description of the services provided and the amounts charged by Gowlings.
5. Annexed hereto and marked as Exhibit "B" to this my affidavit is a timekeeper's summary of the partners, associates, and staff whose services are reflected in the Dockets, including the hourly rates, total fees and hours billed.
6. During the period relevant to the passing of these accounts, Gowlings expended approximately 20.4 hours, which aggregates to fees of \$12,061.50 based on Gowlings' standard hourly billing rates in effect from time to time during the aforementioned period. These hourly billing rates are the normal hourly rates charged by Gowlings for services rendered in relation to similar proceedings during the relevant period of time. The average hourly rate for the Gowlings' professionals was \$591.25.
7. The disbursements listed in the account annexed hereto are all bona fides disbursements for which Gowlings is out of pocket and for which Gowlings now seeks payment.

8. All of the fees and disbursements set out in the account annexed hereto have been approved by the Receiver.

9. I make this affidavit in support of the Receiver's motion for an order approving the legal fees and disbursements of counsel to the Receiver and for no other or improper purpose.

SWORN before me at the City  
of Toronto, in the Province of Ontario  
this 8th day of May, 2014



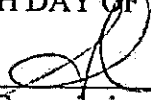
A COMMISSIONER, ETC.

A. Kim

)  
)  
)  
)  
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)  
)

  
\_\_\_\_\_  
CALVIN HO.

THIS IS EXHIBIT "A" TO  
THE AFFIDAVIT OF CALVIN HO  
SWORN BEFORE ME AT THE CITY OF  
TORONTO, PROVINCE OF ONTARIO, THIS  
8TH DAY OF MAY, 2014



---

A Commissioner, etc.





montréal • ottawa • toronto • hamilton • waterloo region • calgary • vancouver • beijing • moscow • london

Collins Barrow Toronto Limited  
11 King Street West #700  
Toronto ON M5H 4C7

February 5, 2014  
INVOICE: 17908265

Our Matter: H186662.1 / 117760  
RE: 6000766 - 2122775 Ontario Ltd.  
2425 and 2427 Bayview Avenue  
Toronto, ON  
M2L 1A4

**TO OUR FEE:**

Fees for Professional Services	\$12,061.50
HST on Fees	1,568.00
<b>Total Fees and Taxes</b>	<b>13,629.50</b>

**DISBURSEMENTS:**

Disbursements (Taxable)	155.68
Disbursements (Non-Taxable)	60.00
HST on Disbursements	20.24
<b>Total Disbursements and Taxes</b>	<b>235.92</b>

**TOTAL INVOICE BALANCE:**

Total for this Invoice	13,865.42
[ Total HST: \$1,588.24 ]	
<b>Please remit total invoice balance due:</b>	<b>In Canadian Dollars</b>
	<b>\$13,865.42</b>

**GOWLING LAFLEUR HENDERSON LLP**

PER

Our services are provided in accordance with our Standard Retainer Terms ([www.gowlings.com/RetainerTerms](http://www.gowlings.com/RetainerTerms)), subject to any other written retainer agreement entered into between the parties.

Terms: due upon receipt  
Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded  
GST/HST: 11936 4511 RT

Gowling Lafleur Henderson LLP - Lawyers - Patent and Trade-mark Agents  
One Main Street West - Hamilton - Ontario - L8P 4Z5 - Canada - T 905-540-8208 - F 905-528-5833 - [gowlings.com](http://gowlings.com)

page 1 of 5



February 5, 2014  
INVOICE: 17908265

Collins Barrow  
Our Matter: H186662.1  
6000766 - 2122775 Ontario Ltd.  
2425 and 2427 Bayview Avenue  
Toronto, ON  
M2L 1A4

### PROFESSIONAL SERVICES

15/11/2013	Preparation for and attendance at Commercial List hearing; preparation of revised Order; entering and issuing Receivership Order; communications with counsel for debtor and for VS Capital; communications with client;			
	Calvin Ho	2.10	630.00/hr	1,323.00
18/11/2013	Communications with B. Tannenbaum; review communications with Hush principal;			
	Calvin Ho	0.50	630.00/hr	315.00
19/11/2013	Instructions re: registration of Receivership Order on title;			
	Calvin Ho	0.50	630.00/hr	315.00
20/11/2013	Review communications from Receiver; review and revise Notice of Change of Solicitors re: action;			
	Calvin Ho	0.50	630.00/hr	315.00
20/11/2013	Received court order from N. Galluzzo for registration on title; review of order for preparation of Teraview document;			
	Lina Santos	0.30	290.00/hr	87.00
21/11/2013	Communications with Receiver re: property tax information;			
	Calvin Ho	0.30	630.00/hr	189.00
25/11/2013	Communications with B. Tannenbaum;			
	Calvin Ho	0.30	630.00/hr	189.00
26/11/2013	Communications with Receiver; review information concerning creditors; review apparent agreement of purchase and sale;			
	Calvin Ho	0.60	630.00/hr	378.00
26/11/2013	Review proposed appendices re: Receiver's report; communications with B. Tannenbaum, B. Wong re: Receiver's first report;			
	Calvin Ho	1.20	630.00/hr	756.00
28/11/2013	Review Receiver's First Report; communications with Receiver; review appendices; communications with Court office;			
	Calvin Ho	1.50	630.00/hr	945.00
29/11/2013	Review additional appendices; communications with B. Tannenbaum; communications with Commercial List office;			
	Calvin Ho	0.70	630.00/hr	441.00
29/11/2013	Preparation of draft Notice of Motion re: marketing process approval;			
	Calvin Ho	0.70	630.00/hr	441.00
29/11/2013	Discussion with C. Ho re request to register an order appointing the receiver and related issues re:			

Terms: due upon receipt  
Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice.

Errors and omissions excluded



February 5, 2014  
INVOICE: 17908265

	the sale of the property and lots within the property; reviewed previous registration for another property; attended to related matters;			
	Susan D. Rosen	0.80	640.00/hr	512.00
02/12/2013	Conference call with Receiver; review revised sale process materials; review and revise First Report;			
	Calvin Ho	1.00	630.00/hr	630.00
03/12/2013	Preparation of draft Order re: motion for approval of sales process; review revised First Report; communications with B. Wong, B. Tannenbaum;			
	Calvin Ho	1.00	630.00/hr	630.00
04/12/2013	Assist in assembly and service of motion record returnable December 11, 2013; preparation of affidavits of service; discussions with C. Ho;			
	Pam Carter	1.50	255.00/hr	382.50
04/12/2013	Review and revise notice of motion, draft Order; communications with Receiver re: finalize motion materials for marketing process approval; instructions re: service;			
	Calvin Ho	1.30	630.00/hr	819.00
04/12/2013	Communications with Receiver re: registration of receivership order on title;			
	Calvin Ho	0.30	630.00/hr	189.00
04/12/2013	Drafted application to register court order and finalized same; arranged for execution and registration of the application on title to the property; reviewed the subsearch of the property;			
	Susan D. Rosen	0.20	640.00/hr	128.00
04/12/2013	Receiving instructions to register court order from S. Rosen; accessing document in preparation on Teraview; review document in preparation and registration of Order AT347027; scan receipted copy to S. Rosen;			
	Lina Santos	0.40	290.00/hr	116.00
06/12/2013	Communications with B. Tannenbaum re: communication from N. Suleman;			
	Calvin Ho	0.30	630.00/hr	189.00
06/12/2013	Receipt of communication from R. Drake, counsel for 2nd mortgagee;			
	Calvin Ho	0.30	630.00/hr	189.00
10/12/2013	Telephone discussion with 2nd mortgagee's solicitor; communications with Receiver re: APA signed by Hush;			
	Calvin Ho	0.70	630.00/hr	441.00
10/12/2013	Communications with B. Hughes re: Receiver's borrowing Certificate;			
	Calvin Ho	0.30	630.00/hr	189.00
11/12/2013	Preparation for and attendance at motion for approval of marketing process; review and revise Order re: Justice Brown fiat and reasons; communications with Receiver;			
	Calvin Ho	1.50	630.00/hr	945.00
11/12/2013	Communications with client re: reporting; communications with Dickinson Wright;			
	Calvin Ho	0.60	630.00/hr	378.00
13/12/2013	Attendance at meeting with Receiver and new counsel for Receiver;			
	Calvin Ho	1.00	630.00/hr	630.00

Terms: due upon receipt  
Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded



February 5, 2014  
INVOICE: 17908265

**Total Fees for Professional Services**

\$12,061.50

**DISBURSEMENTS**

**Non-Taxable Costs**

TeraView (Ontario) Online Searches & Registration - Agency \$60.00

**Total Non-Taxable Disbursements** \$60.00

**Taxable Costs**

Copying \$124.25

Scanning Service \$18.75

Courier \$2.68

TeraView (Ontario) Online Searches & Registration - Taxable \$10.00

**Total Taxable Disbursements** \$155.68

Terms: due upon receipt  
Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded



February 5, 2014  
INVOICE: 17908265

## Remittance Copy

Client: 117760 Collins Barrow  
Matter: H186662.1  
RE: 6000766 - 2122775 Ontario Ltd.  
2425 and 2427 Bayview Avenue  
Toronto, ON  
M2L 1A4  
Amount Due: \$13,865.42

### PAYMENT BY CHEQUE:

Please return this page with your payment payable to **Gowling Lafleur Henderson LLP**

Remit to: Gowling Lafleur Henderson LLP  
PO Box 466, STN D  
Ottawa, ON K1P 1C3  
Canada

### PAYMENT BY WIRE TRANSFER:

Pay by Swift MT 103 Direct to:  
SWIFTCODE:

CIBCCATT

BENEFICIARY BANK:

Canadian Imperial Bank of Commerce  
119 Sparks Street, Ottawa, ON K1P 5B5

TRANSIT NUMBER:

0010-00006

BENEFICIARY ACCOUNT NAME:

Gowling Lafleur Henderson LLP  
160 Elgin Street, Suite 2600, Ottawa, ON K1P 1C3

BENEFICIARY ACCOUNT NUMBER(S):

CDN Account: 41-02916  
USD Account: 02-21015

**International payments intermediary banking information:**


USD WELLS FARGO BANK, N.A. PNBPU33NNYC (ABA 026005092)

\* if paying by wire or EFT please e-mail the remittance details to [payments@gowlings.com](mailto:payments@gowlings.com)

Terms: due upon receipt  
Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded

THIS IS EXHIBIT "B" TO  
THE AFFIDAVIT OF CALVIN HO  
SWORN BEFORE ME AT THE CITY OF  
TORONTO, PROVINCE OF ONTARIO, THIS  
8TH DAY OF MAY, 2014



---

A Commissioner, etc.

## SUMMARY OF RATES AND FEES

LAWYER	YEAR OF CALL	HOURLY RATE	HOURS
Susan Rosen	1989	\$640	1.0
Calvin Ho	1998	\$630	17.2
Lina Santos	Conveyancer	\$290	.70
Pam Carter	Paralegal	\$255	1.5
<b>TOTAL</b>			20.4

TOR LAW 84258291

Court File No. CV-13-10313-00CL

HOME TRUST COMPANY  
Applicant

- and -

2122775 ONTARIO INC.  
Respondent

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Proceedings commenced in Milton)

AFFIDAVIT OF CALVIN HO

**GOWLING LAFLEUR HENDERSON LLP**  
Barristers and solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
TORONTO, Ontario  
M5X 1G5

Calvin J. Ho  
LSUC No.: 40875B  
Telephone: (416) 862-5788  
Facsimile: (416) 862-7661

Solicitors for the Receiver



# **Tab 5**

Court File No. CV-13-10313-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(Commercial List)**

**BETWEEN:**

**HOME TRUST COMPANY**

Applicant

-and-

**2122775 ONTARIO INC.**

Respondent

**AFFIDAVIT OF TIMOTHY R. DUNN**  
(sworn May 8, 2014)

**I, TIMOTHY R. DUNN**, of the Town of Erin, in the County of Wellington, **MAKE OATH AND SAY AS FOLLOWS:**

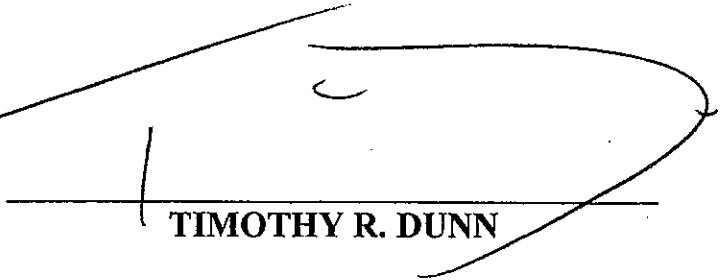
1. I am a partner with Minden Gross LLP ("**Minden Gross**"), counsel to Collins Barrow Toronto Limited, in its capacity as Court Appointed Receiver of 2122775 Ontario Inc. ("**Receiver**"). The Receiver was appointed by Order of Justice Thornburn dated November 15, 2013.

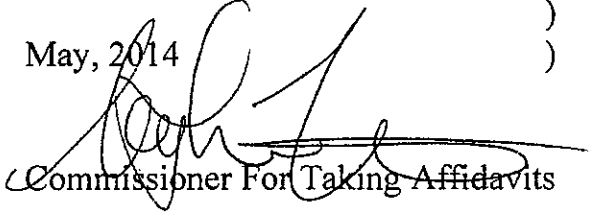
2. Attached hereto as **Exhibit "A"** are true copies of the accounts issued by Minden Gross dated January 29, 2014 and February 27, 2014 with respect to its fees and disbursements incurred by Minden Gross in relation to the above-noted transaction for the period of January 19, 2014 to February 4, 2014.

3. These accounts also include a chart which sets out the average hourly billing rates of Minden Gross for the period of January 19, 2014 to February 4, 2014, in respect of the invoices rendered by Minden Gross to the Receiver.

4. I make this Affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of its counsel, Minden Gross.

SWORN before me at the City )  
 )  
of Toronto, in the Province of )  
 )  
Ontario, this 8th day of )  
 )  
May, 2014 )

  
\_\_\_\_\_  
**TIMOTHY R. DUNN**

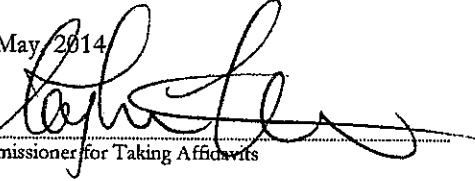
  
Commissioner For Taking Affidavits

---

This is Exhibit "A" referred to  
in the Affidavit of Timothy R. Dunn

Sworn this 8th

day of May 2014



A Commissioner for Taking Affidavits

---

**MINDEN  
GROSS LLP**

**Minden Gross LLP**  
barristers & solicitors  
145 King Street West, Suite 2200  
Toronto, ON, Canada M5H 4G2  
Tel 416.362.3711 Fax 416.864.9223  
www.mindengross.com

IN ACCOUNT WITH  
DATE 29-Jan-14  
FILE NUMBER 4088022  
GST/HST Reg. # 11943 7556 RT

INVOICE # 344926

**PERSONAL AND CONFIDENTIAL**

Collins Barrow  
11 King Street West  
Suite 700  
Toronto, ON M5H 4C7  
Attn: Bryan A. Tannenbaum

**Re: In the Matter of the Receivership of 2122775 Ontario Inc.  
(Alexandria Town Homes)**

To Professional Services:		
Our Fees:	\$2,100.00	
Disbursements:	45.50	
Total Fees and Disbursements:	<u>\$2,145.50</u>	\$2,145.50
GST/HST Tax:		
On Professional Fees:	\$273.00	
On Taxable Disbursements:	5.92	
Total GST/HST Tax:	<u>\$278.92</u>	278.92
<b>TOTAL DUE ON THIS ACCOUNT:</b>		<b>\$2,424.42</b>



FILE NUMBER 4088022

## TO PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter:

9-Jan-14	Dunn, Timothy	Exchange e-mails with B. Tannenbaum re: background; reviewing non-certified PPSA search;
9-Jan-14	Dunn, Timothy	Exchange e-mails with B. Tannenbaum re: next steps on mortgage security opinion;
13-Jan-14	Dunn, Timothy	Exchange e-mails with B. Tannenbaum on security review;
14-Jan-14	Dunn, Timothy	Reviewing security documentation executed and delivered by 2122775 Ontario Inc. to and in favour of Home Trust, VS Capital and Mr. Visram, including various Charge/Mortgages of Land and PPSA security, drafting preliminary opinion, requisition necessary searches, etc.;
14-Jan-14	Mcharg, Terry	Conducted PPSA search re: 2122775 Ontario Inc.;
14-Jan-14	Stober, S.	Subsearch of property;
15-Jan-14	Dunn, Timothy	Prepare PPSA summary;
15-Jan-14	Dunn, Timothy	Reviewing title search;
21-Jan-14	Dunn, Timothy	Prepare PPSA summary and revising opinion;
22-Jan-14	Dunn, Timothy	Telephone call to B. Tannenbaum re: security issues;
27-Jan-14	Mcharg, Terry	Conducted updated PPSA search re: 2122775 Ontario Inc.;

Our Fee:	2,100.00
GST/HST:	273.00
<b>Total Fees and GST/HST:</b>	<b>\$2,373.00</b>

## Disbursements:

Photocopy/Document Impression	0.50	
Search PPSA	17.00	
Subsearch Disbursements	28.00	
<b>Total Disbursements:</b>	<b>\$45.50</b>	
GST/HST on taxable disbursements:	5.92	
	<b>\$51.42</b>	<b>\$51.42</b>

<b>TOTAL DUE ON THIS ACCOUNT:</b>	<b>\$2,424.42</b>
-----------------------------------	-------------------



FILE NUMBER 4088022

**PRE-BILL SUMMARY INFORMATION**

Name	Professional Category	Area of Legal Expertise	Rate Per Hour	Region	Total Hours	Total Value
Dunn, Timothy	Senior Partner	BANKRUPTCY	585.00	Tor.	3.50	\$2,047.50
McHarg, Terry	Clerk-CorpServ	CORP.SERVICES	75.00	Tor.	0.40	\$30.00
Stober, S.	Clerk-RE	R.E.CLERKS	75.00	Tor.	0.30	\$22.50
				<b>Totals:</b>	<b>4.2</b>	<b>\$2,100.00</b>

ACCOUNTS DUE WHEN RENDERED. ALL AMOUNTS OVERDUE 30 DAYS OR MORE WILL BEAR INTEREST AT THE RATE OF 0.8% PER ANNUM AS PROVIDED FOR IN SECTION 128 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, PURSUANT TO THE SOLICITORS ACT

 MERITAS LAW FIRMS WORLDWIDE



**Minden Gross llp**  
 barristers & solicitors  
 145 King Street West, Suite 2200  
 Toronto, ON, Canada M5H 4G2  
 Tel 416.362.3711 Fax 416.864.9223  
 www.mindengross.com

IN ACCOUNT WITH  
 DATE 29-Jan-14  
 FILE NUMBER 4088022  
 GST/HST Reg. # 11943 7556 RT  
 INVOICE # 344926

**REMITTANCE PAGE**

**PERSONAL AND CONFIDENTIAL**

Collins Barrow  
 11 King Street West  
 Suite 700  
 Toronto, ON M5H 4C7  
 Attn: Bryan A. Tannenbaum

*For professional services rendered in connection with the above-noted matter.*

Our Fees	2,100.00
GST/HST	273.00
Disbursements	45.50
GST/HST on taxable disbursements	5.92
<b>TOTAL AMOUNT DUE ON THIS ACCOUNT</b>	<b>\$2,424.42</b>

For payment by wire transfer requiring our banking information please contact Accounts Receivable at (416) 369-4328.





Minden Gross LLP  
 barristers & solicitors  
 145 King Street West, Suite 2200  
 Toronto, ON, Canada M5H 4G2  
 Tel 416.362.3711 Fax 416.864.9223  
 www.mindengross.com

IN ACCOUNT WITH  
 DATE 27-Feb-14  
 FILE NUMBER 4088022  
 GST/HST Reg. # 11943 7556 RT  
 INVOICE # 346505

**PERSONAL AND CONFIDENTIAL**

Collins Barrow  
 11 King Street West  
 Suite 700  
 Toronto, ON M5H 4C7  
 Attn: Bryan A. Tannenbaum

Re: **In the Matter of the Receivership of 2122775 Ontario Inc.  
 (Alexandria Town Homes)**

To Professional Services:		
Our Fees:	\$1,111.50	
Disbursements:	18.61	
Total Fees and Disbursements:	<u>\$1,130.11</u>	\$1,130.11
 GST/HST Tax:		
On Professional Fees:	\$144.50	
On Taxable Disbursements:	2.42	
Total GST/HST Tax:	<u>\$146.92</u>	<u>146.92</u>
 <b>TOTAL DUE ON THIS ACCOUNT:</b>		 <b>\$1,277.03</b>



FILE NUMBER 4088022

TO PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter:

27-Jan-14	Dunn, Timothy	Revising opinion re: re-perfected security interest in favour of Home Trust;
28-Jan-14	Dunn, Timothy	Telephone call from D. Weisz;
28-Jan-14	Dunn, Timothy	Telephone call to D. Weisz re: comments on opinion;
30-Jan-14	Dunn, Timothy	Telephone call from D. Weisz re: priority issues;
31-Jan-14	Dunn, Timothy	Telephone call to D. Weisz re: priority issue;
4-Feb-14	Dunn, Timothy	Reviewing file and preparing registration opinion addendum; telephone call from D. Weisz and exchange e-mails with D. Weisz re: opinion;
4-Feb-14	Dunn, Timothy	Revising opinion and exchange e-mails with D. Weisz re: report language;

Our Fee:	1,111.50
GST/HST:	144.50
<b>Total Fees and GST/HST:</b>	<b>\$1,256.00</b>

Disbursements:

Postage Charges/Registered Mail	1.61	
Search PPSA	17.00	
<b>Total Disbursements:</b>	<b>\$18.61</b>	
GST/HST on taxable disbursements:	2.42	
	<b>\$21.03</b>	<b>\$21.03</b>

<b>TOTAL DUE ON THIS ACCOUNT:</b>	<b>\$1,277.03</b>
-----------------------------------	-------------------

**PRE-BILL SUMMARY INFORMATION**

Name	Professional Category	Area of Legal Expertise	Rate Per Hour	Region	Total Hours	Total Value
Dunn, Timothy	Senior Partner	BANKRUPTCY	585.00	Tor.	1.90	<b>\$1,111.50</b>
<b>Totals:</b>					<b>1.9</b>	<b>\$1,111.50</b>



**Minden Gross llp**  
 barristers & solicitors  
 145 king street west, suite 2200  
 toronto, on, canada m5h 4g2  
 tel 416.362.3711 fax 416.864.9223  
 www.mindengross.com

IN ACCOUNT WITH  
 DATE 27-Feb-14  
 FILE NUMBER 4088022  
 GST/HST Reg. # 11943 7556 RT  
 INVOICE # 346505

**REMITTANCE PAGE**

**PERSONAL AND CONFIDENTIAL**


Collins Barrow  
 11 King Street West  
 Suite 700  
 Toronto, ON M5H 4C7  
 Attn: Bryan A. Tannenbaum

*For professional services rendered in connection with the above-noted matter.*

Our Fees	1,111.50
GST/HST	144.50
Disbursements	18.61
GST/HST on taxable disbursements	2.42
<b>TOTAL AMOUNT DUE ON THIS ACCOUNT</b>	<b>\$1,277.03</b>

For payment by wire transfer requiring our banking information please contact Accounts Receivable at (416) 369-4328.

ACCOUNTS DUE WHEN RENDERED. ALL AMOUNTS OVERDUE 30 DAYS OR MORE WILL BEAR INTEREST AT THE RATE OF 9.8% PER ANNUM AS PROVIDED FOR IN SECTION 128 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, PURSUANT TO THE SOLICITORS ACT

 MERITAS LAW FIRMS WORLDWIDE

# Tab 6

Court File No. CV-13-10313-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

BETWEEN:

HOME TRUST COMPANY

Applicant

- and -

2122775 ONTARIO INC.

Respondent

## AFFIDAVIT OF DAVID PREGER

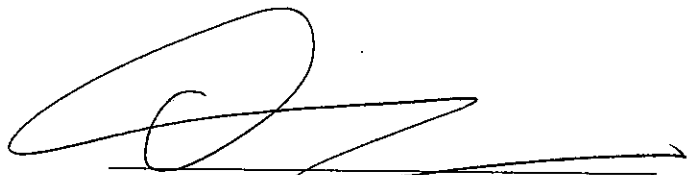
*(Sworn June 9, 2014)*

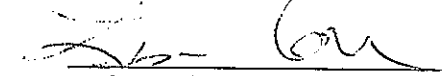
I, **DAVID PREGER**, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a partner with the law firm of Dickinson Wright, LLP (“DW”). DW has acted as independent counsel to Collins Barrow Toronto Limited (the “Receiver”), in its capacity as court-appointed receiver of the assets, undertaking and property of 2122775 Ontario Inc. (the “Debtor”). As such, I have knowledge of the matters to which I hereinafter depose. Unless I have stated otherwise, the facts herein are within my personal knowledge and are true.
2. The accounts of DW for the period from December 13, 2013 through May 31, 2014 (the “Accounts”) total \$102,557.19. Copies thereof are attached hereto and marked as **Exhibit “A”**.

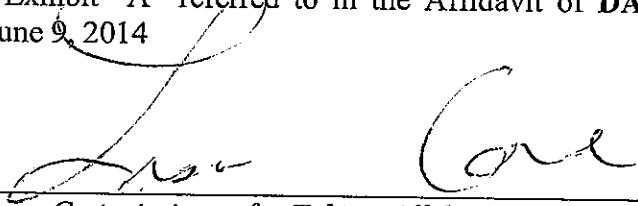
- 3. Attached hereto and marked as **Exhibit "B"** is a chart which summarizes the year of call, and area of practice of the lawyers involved in rendering services to the Receiver, together with their hourly rates charged to the Receiver, as well as the average hourly rate charged. The hourly rates charged to the Receiver by DW are equal to DW's normal hourly rates. To the best of my knowledge, DW's rates are significantly lower than the hourly rates charged by other law firms in downtown Toronto in connection with insolvency matters.
  
- 4. The Accounts include a total of 185.3 hours recorded by DW in connection with advising the Receiver on matters related to the ongoing Receivership, including, without limitation, the marketing and sale of the Debtor's assets, responding to the Debtor's motion to redeem the mortgage in favour of Home Trust Company and terminate the receivership sale process, responding to the Debtor's appeal from the Approval and Vesting Order granted by the Honourable Justice Brown dated February 14, 2014, closing of the sale to Urban Corp. (Downtown) Development Inc., and opining upon the validity and priority of the claims of numerous secured creditors and lien claimants under the *Construction Lien Act* (Ontario).
  
- 5. I estimate the fees to be incurred by DW in order to complete this matter will be approximately \$5,000.00.

SWORN BEFORE ME at the )  
 City of Toronto in the )  
 Province of Ontario, )  
 this 9<sup>th</sup> day of June, 2014 )

  
 \_\_\_\_\_  
 DAVID PRÉGER

  
 \_\_\_\_\_  
 A Commissioner, etc.

This is Exhibit "A" referred to in the Affidavit of **DAVID PREGER**  
sworn June 9, 2014

A handwritten signature in cursive script, appearing to read "Lawrence Cole". The signature is written in black ink and is positioned above a horizontal line.

---

*Commissioner for Taking Affidavits (or as may be)*

IN ACCOUNT WITH

**DICKINSON WRIGHT** LLP

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

January 14, 2014  
 INVOICE 902960

COLLINS BARROW TORONTO LIMITED  
 11 KING STREET WEST  
 SUITE 700  
 TORONTO, ONTARIO M5H 4C7

ATTN: BRYAN TANNENBAUM

RE: 057999-00001  
 2122775 ONTARIO INC.

CURRENT INVOICE

SERVICES THROUGH December 31, 2013  
 AS SET FORTH IN THE ATTACHED SUMMARY  
 OF RECORDED TIME

	CAD \$	2,040.00
DISBURSEMENTS	CAD \$	58.00
HST-ONTARIO	CAD \$	272.74
<b>TOTAL CURRENT INVOICE</b>	<b>CAD \$</b>	<b>2,370.74</b>

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

WIRE INSTRUCTIONS FOR PAYMENT IN CANADIAN CURRENCY:

Beneficiary Bank: ROYAL BANK OF CANADA  
 Bank Address: 200 Bay Street, Toronto, Canada M5J 2J5

Bank Number: 003  
 Branch Number: 00002  
 Account Number: 105 695 1

Swift Code: ROYCCAT2

For Credit To: DICKINSON WRIGHT LLP



IN ACCOUNT WITH

**DICKINSON WRIGHT LLP**

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

057999-00001  
 COLLINS BARROW TORONTO LIMITED  
 2122775 ONTARIO INC.

INVOICE 902960  
 January 14, 2014  
 PAGE 2

**CURRENT INVOICE DETAIL**

DATE	SERVICES			
12/13/13	LSC	Review application record and motion record and order regarding sale process, attend meeting with B. tannenbaum, and Brenda wong and gowlings regarding transition of file to DW LLP, and review issues raised by client regarding sale process, relationship with Hush Homes, and purchaser's request for return of deposit. review purchase agreement and emails to and from client regarding same	4.0	
		TOTAL HOURS	4.0	
		TOTAL SERVICES	CAD \$	2,040.00

TIMEKEEPER NAME	TITLE	RATE	HOURS	VALUE
LISA S. CORNE	PARTNER	510.00	4.00	2,040.00
		<b>TOTAL</b>	<b>4.00</b>	<b>\$2,040.00</b>

DATE	DISBURSEMENTS	VALUE
10/08/13	RECORDING/SEARCH/FILING FEE -- VENDOR: DICKINSON WRIGHT LLP TERAVIEW DAPP ACTIVITY - PIN: 10126-1010	58.00
	TOTAL DISBURSEMENTS	CAD \$ 58.00
	HST-ONTARIO	CAD \$ 272.74
	TOTAL CURRENT CHARGES	CAD \$ <u>2,370.74</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

**DICKINSON WRIGHT LLP**

*Lisa S. Corne*  
**LISA S. CORNE**

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

IN ACCOUNT WITH

**DICKINSON WRIGHT** LLP

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

February 11, 2014  
 INVOICE 908260

COLLINS BARROW TORONTO LIMITED  
 11 KING STREET WEST  
 SUITE 700  
 TORONTO, ONTARIO M5H 4C7

ATTN: BRYAN TANNENBAUM

RE: 057999-00001  
 2122775 ONTARIO INC.

CURRENT INVOICE

SERVICES THROUGH January 31, 2014  
 AS SET FORTH IN THE ATTACHED SUMMARY  
 OF RECORDED TIME

	CAD \$	6,826.00
DISBURSEMENTS	CAD \$	81.22
HST-ONTARIO	CAD \$	897.94
TOTAL CURRENT INVOICE	CAD \$	<u>7,805.16</u>

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

WIRE INSTRUCTIONS FOR PAYMENT IN CANADIAN CURRENCY:

Beneficiary Bank: ROYAL BANK OF CANADA  
 Bank Address: 200 Bay Street, Toronto, Canada M5J 2J5  
 Bank Number: 003  
 Branch Number: 00002  
 Account Number: 105 695 1  
 Swift Code: ROYCCAT2  
 For Credit To: DICKINSON WRIGHT LLP

IN ACCOUNT WITH

**DICKINSON WRIGHT** LLP

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

057999-00001  
 COLLINS BARROW TORONTO LIMITED  
 2122775 ONTARIO INC.

INVOICE 908260  
 February 11, 2014  
 PAGE 2

## CURRENT INVOICE DETAIL

DATE		SERVICES	
01/02/14	LSC	Email from B. Bissell at Goldman Sloan, former counsel for debtor, regarding potential conflict in acting for prospective purchaser, and email to B. Tannenbaum re same	0.2
01/13/14	LSC	Email from Goldman Sloan and telephone call with B. Tannenbaum regarding request to release deposit under existing agreement to purchase condo unit, email to Goldman Sloan in response.	0.3
01/14/14	LSC	Email and telephone call to counsel for purchaser of unit regarding return of deposit and telephone call with b. Tannenbaum re same	0.5
01/17/14	LSC	Telephone call with B. Tannennbaum regarding proposed purchase of first ranking security and impact on receivership process	0.4
01/20/14	LSC	Review email from B. Wong regarding APS and approval and vesting order and prepare draft ORDER review email from B. Tanenbaum relating to funds paid to City of Toronto,	2.0
01/22/14	LSC	Review email from B. Wong relating to revisions to approval and vesting order, memo to tittle searches to pull instruments to be listed on schedules to same. review building permits, and email from BRENDA WONG REGARDING TRANSFER OF BUILDING PERMITS AND telephone call to and from B. Bissell re same	1.0
01/23/14	BG	Instructions from Lisa Corne; order title documents;	0.3
01/23/14	LSC	Email from B. Wong and review offers to purchase, and provide comments on same, email and telephone call from counsel for prospective purchaser regarding building permits and other assets included in offer.	2.0
01/24/14	LSC	Telephone call with B. Tannenbaum, and B. Wong re strategy and meeting with prospective purchaser	0.5
01/27/14	LSC	Carefully review of revised offer from Urban corp and email to Brenda Wong regarding same	1.5
01/27/14	LSC	Attend meeting attendance at Collins barrow with representatives of Acorn to review and discuss offer to purchase, discussions with B. Tannenbaum, D. Weisz and B. Wong regarding same, and other offers to purchase,	2.0
01/28/14	LSC	Email from and to D. Weisz and B. Wong regarding communications with prospective purchasers,	0.5
01/29/14	LSC	Telephone call from counsel for Acorn regarding proposed revisions to offer	0.2

IN ACCOUNT WITH

**DICKINSON WRIGHT** LLP

199 BAY STREET, SUITE 2200  
 P.O. Box 447, COMMERCE COURT POSTAL STATION  
 TORONTO, ON CANADA M5L 1G4  
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057999-00001  
 COLLINS BARROW TORONTO LIMITED  
 2122775 ONTARIO INC.

INVOICE 908260  
 February 11, 2014  
 PAGE 3

01/30/14	LSC	Telephone call with D. Weisz and B. Wong regarding status of offers and proposed response to same, review and comments on revised draft of the approval and vesting order	0.7
01/31/14	LSC	Review draft of receivers's second report and supplement and provide comments on same	1.0

TOTAL HOURS 13.1

TOTAL SERVICES CAD \$ 6,826.00

TIMEKEEPER NAME	TITLE	RATE	HOURS	VALUE
LISA S. CORNE	PARTNER	530.00	12.80	6,784.00
BEVERLEY GABBIDON	LEGAL CLERK	140.00	0.30	42.00
	<b>TOTAL</b>		<b>13.10</b>	<b>\$6,826.00</b>

DATE	DISBURSEMENTS	VALUE
01/31/14	REPRODUCTION-INSIDE FIRM	12.55
01/31/14	DOCUMENT AND CD DUPLICATION	54.10
01/31/14	DELIVERY EXPENSE	8.57
01/26/14	RECORDING/SEARCH/FILING FEE TERAVIEW DAAP ACTIVITY	6.00
	TOTAL DISBURSEMENTS	CAD \$ 81.22
	HST-ONTARIO	CAD \$ 897.94
	TOTAL CURRENT CHARGES	CAD \$ <u>7,805.16</u>

**PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT**

**DICKINSON WRIGHT LLP**

**LISA S. CORNE**

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

IN ACCOUNT WITH

**DICKINSON WRIGHT LLP**

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

March 10, 2014  
 INVOICE 912928

COLLINS BARROW TORONTO LIMITED  
 11 KING STREET WEST  
 SUITE 700  
 TORONTO, ONTARIO M5H 4C7

ATTN: BRYAN TANNENBAUM

RE: 057999-00001  
 2122775 ONTARIO INC.

CURRENT INVOICE

SERVICES THROUGH February 28, 2014  
 AS SET FORTH IN THE ATTACHED SUMMARY  
 OF RECORDED TIME

	CAD \$	18,430.00
DISBURSEMENTS	CAD \$	1,425.13
HST-ONTARIO	CAD \$	2,581.17
<b>TOTAL CURRENT INVOICE</b>	<b>CAD \$</b>	<b>22,436.30</b>

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

WIRE INSTRUCTIONS FOR PAYMENT IN CANADIAN CURRENCY:

Beneficiary Bank: ROYAL BANK OF CANADA  
 Bank Address: 200 Bay Street, Toronto, Canada M5J 2J5  
 Bank Number: 003  
 Branch Number: 00002  
 Account Number: 105 695 1  
 Swift Code: ROYCCAT2  
 For Credit To: DICKINSON WRIGHT LLP

IN ACCOUNT WITH

**DICKINSON WRIGHT LLP**

199 BAY STREET, SUITE 2200  
 P.O. BOX 447, COMMERCE COURT POSTAL STATION  
 TORONTO, ON CANADA M5L 1G4  
 TELEPHONE: (416) 777-0101  
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057999-00001  
 COLLINS BARROW TORONTO LIMITED  
 2122775 ONTARIO INC.

INVOICE 912928  
 March 10, 2014  
 PAGE 2

		CURRENT INVOICE DETAIL	
		SERVICES.	
DATE			
02/03/14	LSC	arranging court date for sale approval motion, review and comment on draft supplemental report of receiver	0.5
02/04/14	LSC	Discussions with B. Wong and D. Weisz regarding motion material, beneficial ownership, and issues relating to recovery of various deposits, etc. , prepare court material for approval of sale	1.0
02/05/14	LSC	Discussions and emails with client regarding court report and preparing motion for approval of sale.	1.0
02/06/14	LSC	Email s and telephone discussion with Brendan Bissell, and B. Wong, and D. Weisz regarding issue of return of deposit to purchaser of condominium units, timing of approval for proposed distribution to subordinate mortgagees, reviewing comments and revising notice of motion and draft orders, and finalizing material for service of motion returnable Feb. 14.	2.0
02/07/14	LSC	Email and telephone call from B. Tannenbaum, B. Wong, and D. Weisz, relating to issue of contracts entered into by Hush homes as agent for 212275 Ontario Inc. , as undisclosed principal, and rights and obligations of 212275 Ontario in respect of such contracts, review law regarding same, telephone call from Brian Jenkins regarding proposed refinancing of and payout of Home Trust , revising service list and arranging service and filing of motion for sale approval	2.0
02/10/14	LSC	Telephone call and review letter from W. Traub regarding financing commitment, email to client re same, and consider issues raised.	1.2
02/10/14	LSC	Review letter from Walter Traub and telephone call from same, email from and to Collins barrow and counsel for Home Trust re debtor's request to redeem, research lenders who have provided term sheets, telephone call to B. Rotenberg regarding lender's allegation that he is acting , arrange filing in court of receiver's record and confidential supplement .	2.5
02/11/14	LSC	Discussion with client and review and comment on draft receiver's report in response to letter from W. Traub, several telephone calls from Walter Traub and telephone calls with counsel for Urbancorp regarding response to same,	2.5
02/12/14	LSC	Emails and telephone calls from client and conference call with counsel for home trust regarding debtor's efforts to redeem.	1.0
02/13/14	LSC	Respond to telephone call from E. Di Orio regarding impact of receiver's motion on lien claims, review motion served by debtor to redeem, review requests and respond to information requested by counsel for subordinate mortgagees, and discussion wit B.	4.5

IN ACCOUNT WITH

**DICKINSON WRIGHT** LLP

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

057999-00001  
 COLLINS BARROW TORONTO LIMITED  
 2122775 ONTARIO INC.

INVOICE 912928  
 March 10, 2014  
 PAGE 3

		Tannenbaum re same, review draft receiver's report and provide comments , arrange service and filing with court of receiver's second supplemental report in respect of debtor's motion. telephone calls and emails with Purchaser's counsel, and with client in developing response to Debtor's motion, review correspondence and supporting documentation regarding proof of advances by subordinate mortgagees, and telephone call with client and with R. Ikeda re same	
02/14/14	LSC	Prepare for and attend in court on motion to obtain approval and vesting order, arrange issuance and entry of orders, telephone call from purchaser's counsel regarding appeal process, and review law re same	4.0
02/14/14	KBM	Obtaining PPSA search re 2122775 Ontario Inc.; e-mail same to L. Corne;	0.2
02/14/14	BG	Instructions from Lisa Corne; subsearch title to 2425 and 2427 Bayview Avenue;	0.6
02/14/14	BG	Meet with Marc Lean to review PINs; order new PIN search;	0.5
02/18/14	LSC	Review reasons for decision of justice Brown, and circulate to client and service list; telephone call and email from counsel for purchaser, and email from client regarding construction lien holdback , email from agent regarding release of deposit to unit purchaser	2.0
02/19/14	LSC	Telephone call to B. Tannenbaum to discuss proposed assignment by purchaser and email and telephone calls from and to L. Wittlin re same, review law and consider issues raised regarding priority as between mortgagees and lien claims, email to client re same, discussion with I. Wittlin regarding fixing of closing date	2.0
02/19/14	BG	Instructions from Lisa Corne; order title documents;	0.5
02/20/14	BG	Instructions from Lisa Corne; order title documents;	0.5
02/21/14	LSC	Email and telephone calls with Marc Lean and purchaser's counsel and client regarding closing of sale to Urbancorp	0.5
02/24/14	LSC	Review letter from Harvin Pitch and notice of appeal from approval and vesting order, review law regarding requirement for leave to appeal and stay pending appeal. telephone call with client and Harvin Pitch and purchaser's counsel re same .prepare response.	1.8
02/26/14	MJB	Meeting with L. Corne to discuss case background and receive instructions to research security for costs as a term of stay; conference with L. Corne to discuss refinement of research and begin reviewing case law; review cases regarding stays on appeal orders;	1.0
02/27/14	LSC	Review motion served by debtor to court of appeal for an order to stay AVO pending appeal , email to B. Tannenbaum and telephone call from	1.2

IN ACCOUNT WITH



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

057999-00001  
 COLLINS BARROW TORONTO LIMITED  
 2122775 ONTARIO INC.

INVOICE 912928  
 March 10, 2014  
 PAGE 4

		same	
02/28/14	MJB	Discussion with L. Corne regarding additional research question regarding introduction of fresh evidence; meeting with L. Corne to discuss case law on introduction of fresh evidence and set out issues for stay motion; review appellant's motion record; review case law pertaining to conditions on stay orders; note-up cases; review secondary source material regarding conditions on a stay;	2.4
02/28/14	LSC	Telephone call with B. Tannenbaum and telephone call with J. Berkow regarding motion to court of appeal by 2122775 Ontario Inc. and response to same by receiver and purchaser, review law, and office conference with M. Brzezinski regarding research required. prepare notice of cross motion to court of appeal to strike out fresh evidence, and obtain declaration that order not stayed pending appeal.	3.0

TOTAL HOURS 38.4

TOTAL SERVICES CAD \$ 18,430.00

TIMEKEEPER NAME	TITLE	RATE	HOURS	VALUE
LISA S. CORNE	PARTNER	530.00	32.70	17,331.00
BEVERLEY GABBIDON	LEGAL CLERK	140.00	2.10	294.00
KATHLEEN B. MCDONALD	LEGAL CLERK	200.00	0.20	40.00
MICHAEL J. BRZEZINSKI	ASSOCIATE	225.00	3.40	765.00
	<b>TOTAL</b>		<b>38.40</b>	<b>\$18,430.00</b>

DATE	DISBURSEMENTS	VALUE
02/28/14	REPRODUCTION-INSIDE FIRM	292.03
02/28/14	COMPUTERIZED LGL RESEARCH	989.10
02/17/14	RECORDING/SEARCH/FILING FEE -VENDOR: ONCORP DIRECT, INC. - EDD ON PPSA ELECTRONIC - 2122775 ONTARIO INC. INV# 1117477 DATE: 02/17/2014	20.00
02/17/14	RECORDING/SEARCH/FILING FEE TERAVIEW DAAP ACTIVITY	70.00
02/23/14	RECORDING/SEARCH/FILING FEE TERAVIEW DAAP ACTIVITY	54.00

TOTAL DISBURSEMENTS CAD \$ 1,425.13  
 HST-ONTARIO CAD \$ 2,581.17

TOTAL CURRENT CHARGES CAD \$ 22,436.30



IN ACCOUNT WITH

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

**DICKINSON WRIGHT LLP**

057999-00001  
COLLINS BARROW TORONTO LIMITED  
2122775 ONTARIO INC.

INVOICE 912928  
March 10, 2014  
PAGE 5

***PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT***

***DICKINSON WRIGHT LLP***

**LISA S. CORNE**

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

IN ACCOUNT WITH

**DICKINSON WRIGHT** LLP

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

March 31, 2014  
 INVOICE 917860

COLLINS BARROW TORONTO LIMITED  
 11 KING STREET WEST  
 SUITE 700  
 TORONTO, ONTARIO M5H 4C7

ATTN: BRYAN TANNENBAUM

RE: 057999-00001  
 2122775 ONTARIO INC.

CURRENT INVOICE

SERVICES THROUGH March 31, 2014  
 AS SET FORTH IN THE ATTACHED SUMMARY  
 OF RECORDED TIME

	CAD \$	24,178.50
DISBURSEMENTS	CAD \$	962.29
HST-ONTARIO	CAD \$	3,268.30
<b>TOTAL CURRENT INVOICE</b>	<b>CAD \$</b>	<b>28,409.09</b>

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

WIRE INSTRUCTIONS FOR PAYMENT IN CANADIAN CURRENCY:

Beneficiary Bank: ROYAL BANK OF CANADA  
 Bank Address: 200 Bay Street, Toronto, Canada M5J 2J5

Bank Number: 003  
 Branch Number: 00002  
 Account Number: 105 695 1

Swift Code: ROYCCAT2

For Credit To: DICKINSON WRIGHT LLP

057999-00001  
COLLINS BARROW TORONTO LIMITED  
2122775 ONTARIO INC.

INVOICE 917860  
March 31, 2014  
PAGE 2

## CURRENT INVOICE DETAIL

DATE		SERVICES	
03/01/14	MJB	Review case law on posting security as condition of stay; highlight and take notes on cases; locate case law where party sought to set aside vesting order; review cases found; take notes on cases; review Rule 63;	2.0
03/02/14	LSC	Research and review law and prepare cross motion and factum in response to motion by 2122775 Ontario Inc. for a stay pending appeal of approval and vesting order	4.0
03/03/14	LSC	Research and review law and prepare draft cross motion and factum in response to Motion by 2122775 Ontario for a stay pending appeal, telephone call from purchaser's counsel and provide information requested regarding closing date,	5.5
03/04/14	LSC	Review factum and case law served by counsel for 2122775 Ontario Inc. in support of stay pending appeal. review email from same requesting adjournment of motion, email and telephone call with J. Berkow and H. Pitch re same, prepare receiver's cross motion record and email to client re same, prepare draft factum of receiver in response to motion for a stay pending appeal, and discussion with purchaser's counsel regarding evidence to be filed, telephone call and email to counsel for Home trust re same	6.0
03/05/14	LSC	Email and telephone call from L. Wittlin regarding closing documents and review draft assignment, revise and finalize Receiver's factum and book of authorities in response to motion in court of appeal to stay approval and vesting order pending appeal by 2122775 Ontario Inc., telephone call with client regarding comments on factum, email from Jennifer lake requesting documents and arrange for delivery of same	5.0
03/05/14	MJB	Thorough review of draft factum of L. Corne; note formatting and typographical errors in factum; meeting with L. Corne to provide substantive comments; revise index and organization for book of authorities; highlight cited passages in book of authorities;	2.1
03/06/14	LSC	Emails and telephone calls from L Wittlin regarding amendments to approval and vesting order to reflect registrations made after Feb 14, 2014, review responding affidavit of Urbancorp served in opposition to stay motion.	1.0
03/06/14	LSC	Emails and telephone call from H. Pitch regarding Han affidavit and telephone call to Berkow Cohen to obtain same, telephone call with Calvin Ho regarding attendance and submissions on motion, telephone call from B. Tannenbaum regarding procedure for receiver's discharge	0.7

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<http://www.dickinsonwright.com>  
GST/HST NUMBER: 831204003 RT0001

057999-00001  
COLLINS BARROW TORONTO LIMITED  
2122775 ONTARIO INC.

INVOICE 917860  
March 31, 2014  
PAGE 3

		in the event of successful refinancing by 2122775 Ontario Inc.	
03/07/14	LSC	Prepare amended approval and vesting order and notice of motion in support of same, email and telephone call from L. Wittlin re same	1.0
03/07/14	LSC	Review supplementary book of authorities served by appellant and factum of Urbancorp	0.5
03/10/14	LSC	Prepare for and attend in court of appeal on motion to stay approval and vesting order	4.5
03/12/14	LSC	Review reasons of decision of Doherty JA and circulate same to client, telephone call to client and telephone call from counsel for Urbancorp and debtor regarding same, several emails and voicemails from Les Wittlin regarding form of amended approval and vesting order and respond to issues raised.	1.0
03/13/14	LSC	Review revisions to Amended and restated AVO, schedule motion, and draft notice of motion and review receiver's supplementary report re same, arrange for preparation of formal order of Doherty JA.	1.0
03/13/14	MJB	Review motion materials used at Court of Appeal; prepare draft order in accordance with endorsement of Justice Doherty; review and edit draft order; minor revisions to draft order;	1.2
03/14/14	BG	Instructions from Lisa Corne; order title documents;	0.2
03/14/14	LSC	Prepare and circulate email regarding court attendance on motion to amend AVO, review email from B. Wong regarding Lien claims and review back up documentation and email to M. Brzezinski regarding research required. review priorities under Construction Lien Act and email to counsel for VS Capital to request information required for distribution motion	2.0
03/16/14	MJB	Review lien claimants' lien documents; review case law on security service liens; note up case law; review case law on project management lien; note up case law; prepare summary of legal principles; e-mail to L. Corne providing opinion on validity of security service and project management liens;	1.2
03/17/14	MJB	Review further case law on lien for security services; review case law on application of Section 14 of the Construction Lien Act; discussion with L. Corne regarding right of UCIT and Silverado to register liens; review UCIT invoices; review Silverado project management contract to determine whether gas card and dental plan included; revise draft order;	0.6
03/17/14	LSC	Numerous emails and telephone calls with L. Wittlin regarding changes requested to form of Amended and restated Approval and Vesting Order, office conference with M. Lean, and revise draft order .review law and draft opinion regarding priority of secured claims and liens	2.5

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03/18/14	LSC	Attend in court to obtain amended and restated approval and vesting order, telephone call from L. Wittlin re same, and email to L. Wittlin. review law and draft opinion regarding priority of secured claims and liens , email from and to B. Tannenbaum regarding distribution to secured creditors	3.0
03/19/14	LSC	Review and respond to emails from B. Wong regarding closing and distribution, email to counsel for subordinate mortgagees to obtain information required for distribution.	0.3
03/20/14	BG	Instructions from Lisa Corne; order title document;	0.2
03/21/14	LSC	Arrange filing of Receiver's certificate in court, telephone calls from C. Ho, and R. Ikeda and W. Traub regarding status of closing and purchase price.	0.6
03/24/14	LSC	Email from Brenda Wong regarding status of information of holdbacks and reply to same , circulate fled receiver's certificate to purchaser	0.4
03/24/14	LSC	Review email from R. Ikeda regarding Visram mortgage, and VS capital Mortgage, and prepare consent to distribution.	0.4
03/25/14	LSC	Letter to Brian Jenkins regarding information required and contempt of receivership order, and telephone call from Jenkins in response. email and telephone call from B. Tannenbaum and B. Wong regarding proposed distribution to VS Capital Corp.	1.0
03/26/14	LSC	Emails and telephone call from client regarding distribution to VS Capital Corp;	0.4
03/27/14	LSC	Review term sheet relating to Terra Firma mortgage and purpose for which it was obtained, revise priority opinion to receiver regarding ranking of liens and mortgages.	0.8
03/28/14	LSC	Revise draft opinion letter regarding enforceability and priority of liens and mortgages and email to A. Skinner	0.2
03/31/14	LSC	Conference call with client regarding distribution, lien claims, and final cour report, and emails with client regarding draft priority opinion, telephone call to B. Jenkins regarding construction lien issues. review email from lien claimant re status of distributions, and email to client re same.	0.7

TOTAL HOURS	50.0
TOTAL SERVICES	CAD \$ 24,178.50

TIMEKEEPER NAME	TITLE	RATE	HOURS	VALUE
LISA S. CORNE	PARTNER	530.00	42.50	22,525.00
BEVERLEY GABBIDON	LEGAL CLERK	140.00	0.40	56.00
MICHAEL J. BRZEZINSKI	ASSOCIATE	225.00	7.10	1,597.50

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 2122775 ONTARIO INC.

INVOICE 917860  
 March 31, 2014  
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TIMEKEEPER NAME	TITLE	RATE TOTAL	HOURS 50.00	VALUE \$24,178.50
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DATE	DISBURSEMENTS	VALUE
03/31/14	REPRODUCTION-INSIDE FIRM	337.18
03/31/14	DOCUMENT AND CD DUPLICATION	191.07
03/31/14	DELIVERY EXPENSE	12.54
03/31/14	COMPUTERIZED LGL RESEARCH	111.50
02/14/14	TRAVEL EXPENSES PARKING - LISA CORNE	12.00
03/07/14	RECORDING/SEARCH/FILING FEE - VENDOR: MCROBERTS LEGAL SERVICES INC.--03-LGL - RE: COLLINS BARROW - FILED MOTION RECORD & AFFIDAVIT OF SERVICE INV# 1081663 DATE: 03/07/2014	162.00
03/07/14	RECORDING/SEARCH/FILING FEE - VENDOR: MCROBERTS LEGAL SERVICES INC.--03-LGL - RE: COLLINS BARROW - FILED COURT DOCUMENTS AT COMMERCIAL COURT INV# 1081665 DATE: 03/07/2014	30.00
03/07/14	RECORDING/SEARCH/FILING FEE - VENDOR: MCROBERTS LEGAL SERVICES INC.--03-LGL - RE: COLLINS BARROW - RUSH - FILED SECOND SUPPLEMENTAL REPORT OF THE RECEIVER INV# 1081666 DATE: 03/07/2014	50.00
03/18/14	RECORDING/SEARCH/FILING FEE TERAVIEW DAAP ACTIVITY	3.00
03/19/14	RECORDING/SEARCH/FILING FEE - VENDOR: MCROBERTS LEGAL SERVICES INC.--03-LGL - RE: COLLINS BARROW - RUSH - ENTERED ORDER INV# 1082144 DATE: 03/19/2014	50.00
03/23/14	RECORDING/SEARCH/FILING FEE TERAVIEW DAAP ACTIVITY	3.00

TOTAL DISBURSEMENTS CAD \$ 962.29

HST-ONTARIO CAD \$ 3,268.30

TOTAL CURRENT CHARGES CAD \$ 28,409.09

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

**DICKINSON WRIGHT LLP**

**LISA S. CORNE**

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

IN ACCOUNT WITH

**DICKINSON WRIGHT** LLP

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 GST/HST NUMBER: 831204003 RT0001

April 8, 2014  
 INVOICE 918235

COLLINS BARROW TORONTO LIMITED  
 11 KING STREET WEST  
 SUITE 700  
 TORONTO, ONTARIO M5H 4C7

ATTN: BRYAN TANNENBAUM

RE: 057999-00002  
 SALE TO URBANCORP (BRIDLEPATH) INC.

CURRENT INVOICE

SERVICES THROUGH March 31, 2014  
 AS SET FORTH IN THE ATTACHED SUMMARY  
 OF RECORDED TIME

	CAD \$	30,246.00
DISBURSEMENTS	CAD \$	15.92
HST-ONTARIO	CAD \$	3,934.05
<b>TOTAL CURRENT INVOICE</b>	<b>CAD \$</b>	<b>34,195.97</b>

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

**WIRE INSTRUCTIONS FOR PAYMENT IN CANADIAN CURRENCY:**

**Beneficiary Bank:** ROYAL BANK OF CANADA  
**Bank Address:** 200 Bay Street, Toronto, Canada M5J 2J5

**Bank Number:** 003  
**Branch Number:** 00002  
**Account Number:** 105 695 1

**Swift Code:** ROYCCAT2

**For Credit To:** DICKINSON WRIGHT LLP

IN ACCOUNT WITH

**DICKINSON** *WRIGHT* **LLP**

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057999-00002  
 COLLINS BARROW TORONTO LIMITED  
 SALE TO URBANCORP (BRIDLEPATH) INC.

INVOICE 918235  
 April 8, 2014  
 PAGE 2

## CURRENT INVOICE DETAIL

DATE		SERVICES	
02/10/14	MAL	To review of title and schedules to Order	0.8
02/10/14	MAL	To e-mail to C. Moore and to B. Rotenberg	0.3
02/20/14	MAL	To review of assignment, to comments regarding assignment and to e-mail to L. Corne and to B. Tannenbaum, to exchanges of e-mails with C. Moore	0.7
02/21/14	MAL	To receipt of tax certificates	0.2
02/26/14	MAL	To discussions with L. Wittlin regarding agenda and documents	1.2
02/26/14	MAL	To telephone conversation with B. Tannenbaum	0.1
02/26/14	MAL	To telephone conversation with Brenda Wong	0.1
02/26/14	MAL	To receipt of e-mail from B. Wong regarding APS, Draft Approval and Vesting Order	0.2
02/28/14	MAL	To receipt of Articles of Incorporation for Urbancorp (Bridlepath) Inc.	0.2
02/28/14	MAL	To e-mail to L. Wittlin to review of disclosure	1.0
02/28/14	MAL	To e-mail of executed Assignment and Assumption Agreement to Bryan Tannenbaum	0.1
02/28/14	MAL	To receipt of executed Assignment and Assumption Agreement from B. Tannenbaum	0.1
03/03/14	MAL	To exchanges of e-mails with L. Wittlin and to provision of fully executed Assignment and Assumption Agreement	0.2
03/04/14	JMM	Meet M. Lean re closing documents and e-mail from M. Lean re documents	0.2
03/04/14	MAL	To preparation of materials - in particular Assignment of Purchased Assets	0.8
03/04/14	MAL	To confirmation of fees with L. Corne and B. Wong, to receipt of e-mail and to telephone conversation with L. Corne	0.2
03/05/14	AS	Call with L. Wittlin re Closing Agenda; updated Closing Agenda.	1.5
03/05/14	JMM	Review of file and call to L. Wittlin re closing agenda and requested amendments to documents	1.2
03/05/14	JMM	Meet A. Schwarz re closing documents	0.3
03/05/14	JMM	Review of purchase agreement and appointment order	0.8



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03/06/14	AS	Interoffice meeting with J. McKeon; updated Closing Agenda; drafted closing documents.	3.6
03/06/14	JMM	Meet A. Schwarz re revisions required to closing documents and revise agenda and calls to L. Wittlin re documents, and e-mails to and from L. Wittlin	1.5
03/07/14	AS	Updated and drafted closing documents; updated closing agenda.	1.2
03/07/14	MAL	To receipt of amended and revised vesting order	0.3
03/07/14	JMM	E-mails from L. Wittlin re revisions to documents and meet A. Schwarz	0.4
03/09/14	AS	Updated Closing Agenda; prepared closing documents.	3.3
03/10/14	AS	Updated and drafted closing documents; updated Closing Agenda.	4.5
03/10/14	MAL	To e-mail from B. Wong	0.1
03/10/14	MAL	To e-mail from B. Wong	0.1
03/10/14	MAL	To e-mail to L. Wittlin	0.8
03/10/14	MAL	To review and amendments to vesting order	0.2
03/10/14	MAL	To review of Form of Offer	0.1
03/10/14	MAL	To review and discussions regarding tax installments	0.2
03/10/14	MAL	To amendment and review registration, vesting order and discussions with L. Wittlin	0.5
03/10/14	JMM	Meet M. Lean re closing agenda and revised documents and e-mails to and from L. Wittlin	0.6
03/10/14	JMM	Meet M. Lean and A. Schwarz re closing documents	0.8
03/11/14	JMM	E-mails to and from L. Wittlin re closing documents and meet M. Lean	0.3
03/11/14	MAL	To e-mail to L. Wittlin, review and discussions regarding documentation and to ensuring we are all looking at the same forms	0.3
03/11/14	MAL	To e-mail from L. Wittlin regarding final form of order	0.2
03/11/14	MAL	To e-mail from L. Wittlin	0.1
03/11/14	MAL	To editing Approval and Vesting Order	0.2
03/11/14	MAL	To exchanges of e-mails with L. Wittlin regarding forms and wording of order and requirements for hearing	0.3
03/12/14	MAL	To e-mail from L. Wittlin, to return e-mail L. Wittlin	0.2
03/12/14	MAL	To approval of vesting order	0.2

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03/12/14	MAL	To amended DRA	0.1
03/12/14	MAL	To receipt of Acknowledgement and Direction from C. Moore	0.1
03/12/14	MAL	To review, amendments to and delivery of amendments to L. Wittlin of the Teraview registration	0.3
03/12/14	MAL	To receipt of e-mail from C. Moore regarding amendment to Silverado Instrument number in Schedule C	0.2
03/12/14	MAL	To e-mail to C. Moore regarding Schedule "D" and form of registration	0.1
03/12/14	MAL	To receipt of Justice Doherty's decision	0.2
03/12/14	MAL	To receipt of e-mail from C. Moore regarding certified resolution	0.1
03/12/14	MAL	To receipt of draft copy of teraview document for registration of the vesting order	0.1
03/12/14	MAL	To e-mail from L. Wittlin and to waiting for Lender's counsel's comments	0.1
03/12/14	MAL	To e-mail regarding deletions, Schedule "D" and matters of registration and pre-approval	0.1
03/12/14	MAL	To amendments to approval and vesting order and to e-mail to L. Wittlin et al	0.2
03/12/14	JMM	Meet A. Schwarz re DRA	0.3
03/12/14	JMM	Discuss closing mechanics with M. Lean	0.2
03/12/14	AS	Call with L. Wittlin; prepared edits of Application for Vesting Order; updated Document Registration Agreement; clarified instrument numbers in Schedule C of Amended Vesting Order.	1.4
03/13/14	MAL	To e-mail from L. Wittlin	0.1
03/13/14	MAL	To e-mail and delivery of items to L. Wittlin	0.3
03/13/14	MAL	To amendments and drafting of approval order, blackline versions of approval order amendments, closing agenda, assignment and prepaid development charges, undertaking, indemnity	0.9
03/13/14	MAL	To e-mail to L. Wittlin	0.1
03/13/14	MAL	To review of Order, to e-mails from L. Wittlin, to amendment of Order, to e-mail corrected Order to all parties	0.3
03/13/14	MAL	To discussions with L. Corne regarding amendments	0.1
03/13/14	MAL	To e-mail regarding registration document and to return e-mail with comments thereon	0.3

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03/13/14	MAL	To further amended Amended and Restated Approval and Vesting Order, to comparison document, to delivery of e-mail of comparison and amendment to all parties	0.4
03/13/14	MAL	To telephone conversation with L. Wittlin regarding outstanding documentation	1.3
03/14/14	MAL	To revised Assignment of deposits, to preparation of non-merger agreement, to e-mail to Les Wittlin et al, assignment and non merger agreement	1.0
03/14/14	MAL	To e-mail exchange with L. Wittlin regarding item 4, HST evidence	0.1
03/14/14	MAL	To preparation and delivery of statement of adjustments	0.3
03/14/14	MAL	To telephone conversations with L. Wittlin and to amendment regarding tax indemnity and to exchanges of e-mails	0.6
03/14/14	MAL	To exchanges of e-mails regarding timing of appearance, L Wittlin and L. Corne	0.2
03/14/14	MAL	To telephone conversation with L. Wittlin regarding tax adjustments, to e-mails and telephone calls related to undertakings and Form of Agreement, to discussions with B. Wong and B. Tannenbaum	1.1
03/14/14	MAL	To exchanges of e-mails with B. Wong regarding tax matters and to questions of applications for rebates, to discussion regarding adjustments and undertakings	0.5
03/14/14	MAL	To review and preparation of tax information for adjustments	0.2
03/14/14	MAL	To request and receipt of wire instructions	0.1
03/14/14	MAL	To redrafting of the Assignment and to preparation and delivery of Non-Merger, to e-mail and telephone conversation with L. Wittlin	1.3
03/17/14	MAL	To conference call with L. Corne and L. Wittlin	0.4
03/17/14	MAL	To exchanges of e-mails with B. Rotenberg regarding the DRA	0.2
03/17/14	MAL	To e-mail to A. Romanelli regarding DRA	0.1
03/17/14	MAL	To exchanges of e-mails with Olga Summers and to receipt of HST certificate (4) on the agenda	0.3
03/17/14	MAL	To e-mail to J Milazzo with Schedule D	0.3
03/17/14	MAL	To voice message from L. Wittlin and telephone conference call with L. Wittlin and his conveyancer regarding submission of the vesting order to the registry office	0.4
03/17/14	MAL	To e-mail form L. Wittlin	0.1

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03/17/14	MAL	To e-mail to J. Milazzo	0.1
03/17/14	MAL	To receipt of e-mail from L. Wittlin	0.3
03/17/14	MAL	To e-mail to L. Wittlin, to amendment and delivery of amended Closing Agenda	0.3
03/17/14	MAL	To editing Undertaking to Re-Adjust	0.1
03/17/14	MAL	To request for resolution, to e-mail from C. Moore and receipt of resolution to editing resolution	0.3
03/17/14	MAL	To telephone conference call with L. Wittlin and amendments to Agenda	0.5
03/17/14	MAL	To e-mail from B. Wong regarding intangible assets, to e-mail from L. Wittlin	0.2
03/17/14	MAL	To e-mail to L. Wittlin	0.1
03/17/14	MAL	To e-mail from L. Wittlin regarding amendments to DRA	0.1
03/17/14	MAL	To e-mail from L. Corne, to receipt of amended vesting order, to amendments to application for vesting order	0.5
03/17/14	MAL	To amendments and drafting of Schedule D	0.9
03/17/14	MAL	To editing DRA	0.1
03/17/14	MAL	To receipt of e-mail from B. Rotenberg, to amending DRA, to amending Agenda, to e-mail to B. Rotenberg et al., to finalization of and review of outstanding documents,	0.8
03/17/14	OJS	Urbancorp (Bridlepath) Inc.; conductes HST search with Canada Revenue Agency and provision of results to Marc Lean;	0.2
03/18/14	JMM	Meet M. Lean re undertaking to readjust	0.2
03/18/14	MAL	To exchanges of e-mails with C. Moore, Leslie Wittlin, to telephone conversations with L. Wittlin, to amendments to undertakings, to preparation of adjustments, to preparation and amendments to Undertakings to Readjust, to determination of tax issues, to preparation of undertaking to pay taxes, to amendments to tax indemnity, to telephone conversations with B. Wong, to exchanges of e-mails with B. Wong, to exchanges of e-mails with B. Tannenbaum, to amendments to closing agenda, to e-mails and telephone conversation regarding PPSA registrations with L. Wittlin, to receipt of Vesting Order, to preparation and delivery of Receiver's Certificate; to e-mail and timing regarding meeting	4.8
03/19/14	MAL	To e-mail from B. Wong	0.1
03/19/14	MAL	To e-mail to L. Wittlin	0.2

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 GST/HST NUMBER: 831204003 RT0001

# DICKINSON WRIGHT LLP

057999-00002  
 COLLINS BARROW TORONTO LIMITED  
 SALE TO URBANCORP (BRIDLEPATH) INC.

INVOICE 918235  
 April 8, 2014  
 PAGE 7

03/19/14	MAL	To e-mail to C. Sachse		0.2
03/19/14	MAL	To e-mail from C. Moore		0.2
03/19/14	MAL	To e-mail from L. Wittlin		0.1
03/19/14	MAL	To e-mail to B. Tannenbaum and B. Wong		0.2
03/19/14	MAL	To meeting with client and to execution of documents, to preparation for and delivery of closing documents, to telephone conversations with L. Wittlin regarding form of documentation;		2.3
03/19/14	MAL	To exchanges of telephone conversations and e-mails with L. Wittlin and Bratty's regarding delivery of fresh DRA and comments in respect thereof, to telephone conversation with L. Wittlin regarding DRA and discussions regarding DRA		0.5
03/19/14	JMM	Meet A. Schwarz re closing documents and call L. Wittlin		0.3
03/19/14	AS	Prepared documents for closing; signed documents with the client.		3.3
03/20/14	AS	Prepared documents and kept track of required documents for closing.		0.3
03/20/14	MAL	To voice mails from L. Wittlin, to receipt of Purchaser documents, to voice mail from L. Wittlin regarding funding and delivery of documents, to receipt of partial funding; to exchanges of e-mails and telephone conversations with C. Sachse, to conference call with L. Wittlin and C. Sachse, to receipt and confirmation of vesting order, to conference call with C. Sachse regarding release of funds, to accounting and delivery of funds, to telephone conversation with B. Wong regarding funding, to further accounting and preparation for delivery, to payment of tax arrears		3.9
03/21/14	MAL	To delivery of funds and to correspondence to the tax department		0.2
03/24/14	MAL	To message from L Wittlin requesting evidence of payment to taxes		0.1
03/25/14	MAL	To e-mails from B. Wong regarding closing documents, form of offer and intangibles		0.2
03/26/14	MAL	To discussions with L. Corne regarding closing matters		0.2
03/26/14	MAL	To read email from RE: Collins Barrow		0.1
			TOTAL HOURS	66.6
			TOTAL SERVICES	CAD \$ 30,246.00

TIMEKEEPER NAME	TITLE	RATE	HOURS	VALUE
ALEXANDRA J. SCHWARZ	STUDENT-AT-L	225.00	19.10	4,297.50
MARC A. LEAN	PARTNER	550.00	40.20	22,110.00

IN ACCOUNT WITH

**DICKINSON WRIGHT** LLP

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

057999-00002  
 COLLINS BARROW TORONTO LIMITED  
 SALE TO URBANCORP (BRIDLEPATH) INC.

INVOICE 918235  
 April 8, 2014  
 PAGE 8

TIMEKEEPER NAME	TITLE	RATE	HOURS	VALUE
JAMES M. MCKEON	PARTNER	535.00	7.10	3,798.50
OLGA J. SUMMERS	LEGAL CLERK	200.00	0.20	40.00
	<b>TOTAL</b>		<b>66.60</b>	<b>\$30,246.00</b>

DATE	DISBURSEMENTS	VALUE
03/31/14	REPRODUCTION-INSIDE FIRM	15.92
	TOTAL DISBURSEMENTS	CAD \$ 15.92
	HST-ONTARIO	CAD \$ 3,934.05
	TOTAL CURRENT CHARGES	CAD \$ <u>34,195.97</u>

**PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT**

**DICKINSON WRIGHT LLP**

**MARC A. LEAN**

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

057999-00002  
 COLLINS BARROW TORONTO LIMITED  
 SALE TO URBANCORP (BRIDLEPATH) INC.

 INVOICE 918235  
 April 8, 2014  
 PAGE 9

## TRUST ACCOUNT SUMMARY TORONTO 3 TRUST CAD RBC:

BALANCE FROM PREVIOUS STATEMENT	\$0.00
PLUS TOTAL DEPOSITS	10,346,701.36
LESS DISBURSEMENTS	10,346,701.36
	0.00
CURRENT BALANCE IN TRUST ACCOUNT	0.00

## DISBURSEMENT DETAIL

03/20/14	SALE OF PROCEEDS TO CLIENT 1 DICKINSON WRIGHT LLP WIRE PAYABLE TO COLLINS BARROW TORONTO LIMITED IN TRUST FOR 2122775 ONTARIO INC. FOR SALE OF PROCEEDS TO CLIENT ON BEHALF OF COLLINS BARROW TORONTO LIMITED--3/20/14	258,337.88
03/21/14	BALANCE OF SALE PROCEEDS TO CLIENT DICKINSON WRIGHT LLP WIRE PAYABLE TO COLLINS BARROW TORONTO LIMITED IN TRUST FOR 2122775 ONTARIO INC. FOR BALANCE OF SALE PROCEEDS TO CLIENT ON BEHALF OF COLLINS BARROW TORONTO LIMITED--3/21/14	87,612.20
03/21/14	OUTSTANDING REALTY TAXES - 2425 BAYVIEW AVE. DICKINSON WRIGHT LLP CHECK 64396 PAYABLE TO TREASURER, CITY OF TORONTO FOR OUTSTANDING REALTY TAXES - 2425 BAYVIEW AVE. ON BEHALF OF COLLINS BARROW LIMITED--3/21/14	326.09
03/21/14	OUTSTANDING REALTY TAXES - 2427 BAYVIEW AVE. DICKINSON WRIGHT LLP CHECK 64397 PAYABLE TO TREASURER, CITY OF TORONTO FOR OUTSTANDING REALTY TAXES - 2427 BAYVIEW AVE. ON BEHALF OF COLLINS BARROW TORONTO LIMITED--3/21/14	425.19

IN ACCOUNT WITH

**DICKINSON WRIGHT** LLP

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

May 6, 2014  
 INVOICE 923775

COLLINS BARROW TORONTO LIMITED  
 11 KING STREET WEST  
 SUITE 700  
 TORONTO, ONTARIO M5H 4C7

ATTN: BRYAN TANNENBAUM

RE: 057999-00001  
 2122775 ONTARIO INC.

CURRENT INVOICE

SERVICES THROUGH April 28, 2014  
 AS SET FORTH IN THE ATTACHED SUMMARY  
 OF RECORDED TIME

	CAD \$	3,012.50
DISBURSEMENTS	CAD \$	461.11
HST-ONTARIO	CAD \$	451.57
<b>TOTAL CURRENT INVOICE</b>	<b>CAD \$</b>	<b>3,925.18</b>

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

**WIRE INSTRUCTIONS FOR PAYMENT IN CANADIAN CURRENCY:**

**Beneficiary Bank:** ROYAL BANK OF CANADA  
**Bank Address:** 200 Bay Street, Toronto, Canada M5J 2J5

**Bank Number:** 003  
**Branch Number:** 00002  
**Account Number:** 105 695 1

**Swift Code:** ROYCCAT2

**For Credit To:** DICKINSON WRIGHT LLP



IN ACCOUNT WITH

**DICKINSON WRIGHT LLP**

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

057999-00001  
 COLLINS BARROW TORONTO LIMITED  
 2122775 ONTARIO INC.

INVOICE 923775  
 May 6, 2014  
 PAGE 2

## CURRENT INVOICE DETAIL

DATE		SERVICES	
04/01/14	SJW	Review and revise opinion	0.5
04/02/14	LSC	Compose email to B. Wong regarding draft opinion letter and review response from B. Wong, review email from counsel to lien claimants and email in response to same , email from R. Ikeda and respond to same ,	1.2
04/03/14	LSC	Telephone call from court of appeal regarding status of appeal and arrange for pick up of issued order of Doherty J.	0.3
04/08/14	LSC	Email from B. Wong and preparing accounts for fee approval motion	0.5
04/10/14	MJB	Locate leading case law on receiver remuneration; review relevant cases; note-up leading case law; determine guiding principles for receiver remuneration; locate case law on "success fee"; prepare research notes; meeting with L. Corne to discuss research findings; conference call with L. Core and B. Tanenbaum to discuss approval of receiver's fees;	2.6
04/10/14	LSC	Telephone call and from and to H. Pitch regarding closing of sale transaction and need to withdraw outstanding appeal by debtor, office conference with meeting. Brzezinski and review case regarding receivership costs , and telephone call with client re same.	1.0
04/16/14	LSC	Review email from B. Wong and respond to same regarding estimate of fees to complete receivership.	0.2
04/28/14	LSC	Review email from B. Wong and provide comments on draft report, and timing for motion and issues relating to CRA , telephone call from R. Ikeda and respond to same regarding status of receiver's third report,	0.8
		TOTAL HOURS	7.1
		TOTAL SERVICES	CAD \$ 3,012.50

TIMEKEEPER NAME	TITLE	RATE	HOURS	VALUE
STEWART J. WALLACE	PARTNER	615.00	0.50	307.50
LISA S. CORNE	PARTNER	530.00	4.00	2,120.00
MICHAEL J. BRZEZINSKI	ASSOCIATE	225.00	2.60	585.00
		TOTAL	7.10	\$3,012.50

DATE	DISBURSEMENTS	VALUE
04/30/14	REPRODUCTION-INSIDE FIRM	9.11

IN ACCOUNT WITH

**DICKINSON WRIGHT** LLP

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

057999-00001  
 COLLINS BARROW TORONTO LIMITED  
 2122775 ONTARIO INC.

INVOICE 923775  
 May 6, 2014  
 PAGE 3.

04/30/14	COMPUTERIZED LGL RESEARCH	176.00
03/18/14	TRAVEL EXPENSES PARKING - LISA CORNE	4.00
03/28/14	RECORDING/SEARCH/FILING FEE BILLABLE COURT AND RELATED - VENDOR: MCROBERTS LEGAL SERVICES INC.--03-LGL - RE: COLLINS BARROW - RUSH - FILED MOTION RECORD INV# 1082511 DATE: 03/28/2014	30.00
03/28/14	RECORDING/SEARCH/FILING FEE BILLABLE COURT AND RELATED - VENDOR: MCROBERTS LEGAL SERVICES INC.--03-LGL - COLLINS BARROW - ATTEMPTED TO FILE FACTUM AND BRIEF OF AUTHORITIES INV# 1082512 DATE: 03/28/2014	60.00
04/20/14	RECORDING/SEARCH/FILING FEE BILLABLE COURT AND RELATED - VENDOR: MCROBERTS LEGAL SERVICES INC.--03-LGL - RE: COLLINS BARROW - RUSH - FILED MOTION RECORD INV# 1083352 DATE: 04/20/2014	182.00

TOTAL DISBURSEMENTS	CAD \$	461.11
HST-ONTARIO	CAD \$	451.57
TOTAL CURRENT CHARGES	CAD \$	3,925.18

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

**DICKINSON WRIGHT LLP**

**LISA S. CORNE**

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

IN ACCOUNT WITH

**DICKINSON WRIGHT** LLP

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

June 5, 2014  
 INVOICE 929670

COLLINS BARROW TORONTO LIMITED  
 11 KING STREET WEST  
 SUITE 700  
 TORONTO, ONTARIO M5H 4C7

ATTN: BRYAN TANNENBAUM

RE: 057999-00001  
 2122775 ONTARIO INC.

CURRENT INVOICE

SERVICES THROUGH May 27, 2014  
 AS SET FORTH IN THE ATTACHED SUMMARY  
 OF RECORDED TIME

	CAD \$	2,897.50
DISBURSEMENTS	CAD \$	80.00
HST-ONTARIO	CAD \$	387.08
TOTAL CURRENT INVOICE	CAD \$	<u>3,364.58</u>

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

WIRE INSTRUCTIONS FOR PAYMENT IN CANADIAN CURRENCY:

Beneficiary Bank: ROYAL BANK OF CANADA  
 Bank Address: 200 Bay Street, Toronto, Canada M5J 2J5

Bank Number: 003  
 Branch Number: 00002  
 Account Number: 105 695 1

Swift Code: ROYCCAT2

For Credit To: DICKINSON WRIGHT LLP



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

057999-00001  
 COLLINS BARROW TORONTO LIMITED  
 2122775 ONTARIO INC.

INVOICE 929670  
 June 5, 2014  
 PAGE 2

CURRENT INVOICE DETAIL  
 SERVICES

DATE		SERVICES	
05/07/14	LSC	Review revised draft report and review letter from counsel for VS capital regarding distribution and consider issues raised regarding barring claim by CRA .	1.0
05/13/14	LSC	Review and comment on draft third report and issues relating to CRA	0.5
05/13/14	MJB	Meeting with L. Corne to receive instructions to research jurisdiction of superior court to make ruling on tax; review Excise Tax Act to determine provision requiring receiver to pay HST; locate case law in which CRA given claims bar date; review relevant cases; discussion with L. Corne regarding case;	1.1
05/14/14	LSC	Telephone call and letter to Justice Thorborn regarding scheduling fee approval motion, dg	0.5
05/15/14	LSC	Telephone call to court and letter to Justice Thorburn regarding scheduling of discharge motion, and review letter from R, Ikeda regarding distribution	1.0
05/16/14	LSC	Draft response to letter from counsel for VS Capital regarding distribution of funds, review email from Justice Thourburn, email to client re same and scheduling of discharge motion.	0.5
05/20/14	LSC	Correspondence with other counsel and court to schedule discharge motion	0.5
05/27/14	LSC	Preparing draft discharge order, Notice of Motion, and Affidavit, email to client re same,	1.0

TOTAL HOURS 6.1  
 TOTAL SERVICES CAD \$ 2,897.50

TIMEKEEPER NAME	TITLE	RATE	HOURS	VALUE
LISA S. CORNE	PARTNER	530.00	5.00	2,650.00
MICHAEL J. BRZEZINSKI	ASSOCIATE	225.00	1.10	247.50
	<b>TOTAL</b>		<b>6.10</b>	<b>\$2,897.50</b>

DATE	DISBURSEMENTS	VALUE
04/25/14	RECORDING/SEARCH/FILING FEE BILLABLE COURT AND RELATED - VENDOR: MCROBERTS LEGAL SERVICES INC.--03-LGL - RE: COLLINS BARROW - RUSH - FILED RECEIVER'S CERTIFICATE INV# 1083554 DATE: 04/25/2014	50.00

IN ACCOUNT WITH

**DICKINSON WRIGHT** LLP

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

057999-00001  
 COLLINS BARROW TORONTO LIMITED  
 2122775 ONTARIO INC.

INVOICE 929670  
 June 5, 2014  
 PAGE 3

05/15/14	RECORDING/SEARCH/FILING FEE BILLABLE COURT AND RELATED - VENDOR: MCROBERTS LEGAL SERVICES INC.--03-LGL - RE: HOME TRUST COMPANY V 2122775 ONTARIO INC.- OBTAINED ORDER INV# 1084493 DATE: 05/15/2014	30.00
----------	---	-------

TOTAL DISBURSEMENTS	CAD \$	80.00
HST-ONTARIO	CAD \$	387.08
TOTAL CURRENT CHARGES	CAD \$	3,364.58

*PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT*

**DICKINSON WRIGHT LLP**

**LISA S. CORNE**

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

IN ACCOUNT WITH

**DICKINSON WRIGHT LLP**

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

June 5, 2014  
 INVOICE 929671

COLLINS BARROW TORONTO LIMITED  
 11 KING STREET WEST  
 SUITE 700  
 TORONTO, ONTARIO M5H 4C7

ATTN: BRYAN TANNENBAUM

RE: 057999-00002  
 SALE TO URBANCORP (BRIDLEPATH) INC.

CURRENT INVOICE

SERVICES THROUGH  
 AS SET FORTH IN THE ATTACHED SUMMARY  
 OF RECORDED TIME

	CAD \$	0.00
DISBURSEMENTS	CAD \$	44.40
HST-ONTARIO	CAD \$	5.77
<b>TOTAL CURRENT INVOICE</b>	<b>CAD \$</b>	<b>50.17</b>

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

WIRE INSTRUCTIONS FOR PAYMENT IN CANADIAN CURRENCY:

Beneficiary Bank: ROYAL BANK OF CANADA  
 Bank Address: 200 Bay Street, Toronto, Canada M5J 2J5

Bank Number: 003  
 Branch Number: 00002  
 Account Number: 105 695 1

Swift Code: ROYCCAT2

For Credit To: DICKINSON WRIGHT LLP



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

057999-00002  
 COLLINS BARROW TORONTO LIMITED  
 SALE TO URBANCORP (BRIDLEPATH) INC.

INVOICE 929671  
 June 5, 2014  
 PAGE 2

CURRENT INVOICE DETAIL  
 SERVICES

DATE

DATE	DISBURSEMENTS	VALUE
05/31/14	REPRODUCTION-INSIDE FIRM	
05/31/14	DELIVERY EXPENSE	6.22
03/31/14	RECORDING/SEARCH/FILING FEE BILLABLE COURT AND RELATED - VENDOR: DO PROCESS --03-LGL - CONVEYANCER - COLLINS BARROW SALE INV# DP1737137 DATE: 03/31/2014	18.18 20.00

TOTAL DISBURSEMENTS	CAD \$	44.40
HST-ONTARIO	CAD \$	5.77
TOTAL CURRENT CHARGES	CAD \$	50.17

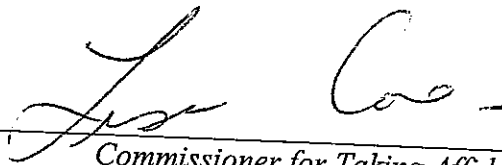
PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

**DICKINSON WRIGHT LLP**

**LISA S. CORNE**

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

This is Exhibit "B" referred to in the Affidavit of **DAVID PREGER**  
sworn June 9, 2014

A handwritten signature in cursive script, appearing to read "Lisa Coe".

---

*Commissioner for Taking Affidavits (or as may be)*



### Billing Rates of Dickinson Wright LLP

For the period December 13, 2013 to May 31, 2014

	Normal Rate	Actual Rate	Hours	Year Of Call	Area of Practice
Lisa Corne	510	510	4	1988	Bankruptcy and Insolvency, Litigation
Lisa Corne	530	530	97	1988	Bankruptcy and Insolvency, Litigation
Michael Brzezinski	225	225	14.2	2013	Bankruptcy and Insolvency, Litigation
James McKeon	535	535	7.1	1998	Real Estate Law
Alexandra Schwarz	225	225	19.1	2013	Real Estate Law
Marc Lean	550	550	40.20	1987	Real Estate Law
Stewart Wallace	615	615	.50	1976	Real Estate Law
Corporate Clerks	170		3.2		
<b>Average Rate</b>		455.71	185.30		

# **Tab 7**

Court File No. CV-13-10303-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE

)

MONDAY, THE 30<sup>TH</sup>

JUSTICE

)

DAY OF JUNE, 2014

)

BETWEEN:

**HOME TRUST COMPANY**

Applicant

- and -

**2122775 ONTARIO INC.**

Respondent

**DISCHARGE ORDER**

THIS MOTION, made by Collins Barrow Toronto Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of 2122775 Ontario Inc. (the "**Debtor**"), for an order:

1. approving the activities of the Receiver as set out in the third and final report of the Receiver dated June 16, 2014 (the "**Report**");
2. approving the fees and disbursements of the Receiver and its counsel;
3. approving the distribution of the remaining proceeds available in the estate of the Debtor;
4. discharging Collins Barrow Toronto Limited as Receiver of the undertaking, property and assets of the Debtor; and

5. releasing Collins Barrow Toronto Limited from any and all liability, as set out in paragraph 5 of this Order,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report, the Second Supplemental Report of the Receiver dated February 13, 2014 and the Third Supplemental Report of the Receiver dated March 13, 2014 (collectively, the “**Supplements**”), the affidavits of the Receiver and its counsel as to fees (the “**Fee Affidavits**”), and on hearing the submissions of counsel for the Receiver, no one else appearing although served as evidenced by the Affidavit of [NAME] sworn [DATE], filed;

1. THIS COURT ORDERS that the time for service of the Notice of Motion and Motion Record is hereby abridged, if necessary, and validated, such that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that the Report and the Supplements, and the activities of the Receiver, as set out in the Report and the Supplements, are hereby approved.
3. THIS COURT ORDERS that the fees and disbursements of the Receiver and its counsel, as set out in the Report and the Fee Affidavits, are hereby approved.
4. THIS COURT ORDERS that the Receiver’s interim statement of receipts and disbursements for the period November 15, 2013 to May 31, 2014 including the accruals and provision made therein, are hereby approved;
5. THIS COURT ORDERS that Canada Revenue Agency (“CRA”) be barred from asserting any future claims against the Debtor or the Receiver in respect of any HST that may be payable by the Debtor to CRA.
6. THIS COURT ORDERS that, after payment of the fees and disbursements herein approved, the Receiver shall pay the monies remaining in its hands to VS Capital Corp.
7. THIS COURT ORDERS that upon payment of the amounts set out in paragraph 6 hereof and upon the Receiver filing a certificate in the form attached as Schedule “A” certifying that it has completed the other activities described in the Report, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtor, provided however that

notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Collins Barrow Toronto Limited in its capacity as Receiver.

8. THIS COURT ORDERS AND DECLARES that Collins Barrow Toronto Limited is hereby released and discharged from any and all liability that Collins Barrow Toronto Limited now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Collins Barrow Toronto Limited while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, Collins Barrow Toronto Limited is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

---

## Schedule "A"

Court File No. CV-13-10313-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**HOME TRUST COMPANY**

Applicant

- and -

**2122775 ONTARIO INC.**

Respondent

**RECEIVER'S DISCHARGE CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Thorburn of the Ontario Superior Court of Justice (the "**Court**") dated November 15, 2013, Collins Barrow Toronto Limited ("**Collins Barrow**") was appointed as the receiver and receiver and manager (the "**Receiver**") without security, of all of the assets, undertakings, and properties of 2122775 Ontario Inc. (the "**Debtor**").

B. Pursuant to an Order of the Honourable Justice \_\_\_\_\_ of the Court dated June 30, 2014 (the "**Discharge Order**"), Collins Barrow was discharged as Receiver of the assets, undertakings and properties of the Debtor to be effective upon the payment of the amounts set out in paragraph 6 of the Discharge Order and upon the filing by the Receiver with the Court of a certificate confirming that the Receiver has completed the activities described in its Third and Final Report dated June 16, 2014 (the "**Report**") provided, however, that notwithstanding its discharge: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding,

including all approvals, protections and stays of proceedings in favour of Collins Barrow in its capacity as Receiver.

**THE RECEIVER CERTIFIES** that the Receiver has completed the distribution of funds and other activities as set out in the Report.

**COLLINS BARROW TORONTO LIMITED**  
**In its capacity as Court Appointed Receiver**  
**and Manager of 2122775 Ontario Inc. and not**  
**in its personal capacity**

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

Name: Bryan A. Tannenbaum

Title: President

**HOME TRUST COMPANY**  
Applicant

-and- **2122775 ONTARIO INC.**  
Respondent

Court File No. CV-13-10313-00CL

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

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

**RECEIVER'S DISCHARGE CERTIFICATE**

**DICKINSON WRIGHT LLP**

Commerce Court West  
Suite 2200, P.O. Box 447  
199 Bay Street  
Toronto Ontario, M5L 1G4

**LISA S. CORNE**

**LSUC Registration No. 27974M**

Email: [lcorne@dickinsonwright.com](mailto:lcorne@dickinsonwright.com)

Tel: (416) 646-4608

Fax: (416) 865-1398

Lawyers for Collins Barrow Toronto Limited in its capacity  
as receiver of 2122775 Ontario Inc.



**HOME TRUST COMPANY**  
Applicant

-and- **2122775 ONTARIO INC.**  
Respondent

Court File No. CV-13-10313-00CL

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

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

**DISCHARGE ORDER**

**DICKINSON WRIGHT LLP**  
Commerce Court West  
Suite 2200, P.O. Box 447  
199 Bay Street  
Toronto Ontario, M5L 1G4

**LISA S. CORNE**  
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Lawyers for Collins Barrow Toronto Limited in its capacity  
as receiver of 2122775 Ontario Inc.

**HOME TRUST COMPANY**  
Applicant

-and- **2122775 ONTARIO INC.**  
Respondent

Court File No. CV-13-10313-00CL

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

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

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**MOTION RECORD OF THE RECEIVER**

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