

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

BETWEEN:

EMPIRICAL CAPITAL CORP.

Applicant

- and -

IDEAL (WC) DEVELOPMENTS INC.

Respondent

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

**MOTION RECORD OF THE RECEIVER
(Returnable March 22, 2022)**

March 2, 2022

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Court File No.: CV-21-00672628-00CL

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

NOTICE OF MOTION

THE RECEIVER, RSM Canada Limited (the “**Receiver**”), will make a motion before the court on March 22, 2022, at 10:00 am, or as soon after that time as the motion can be heard, at 330 University Ave., Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard via remote videoconference.

THE MOTION IS FOR:

1. An Order substantially in the form attached as Appendix “A” to this Notice of Motion:

- (a) terminating the agreements of purchase and sale entered into by Ideal (WC) Developments Inc. (“**Ideal**” or the “**Debtor**”) with 15 home buyers prior to the receivership (the “**Buyer Agreements**”);
- (b) approving the Receiver’s First Report to the Court dated March 1, 2022 (the “**First Report**”) and the Receiver’s conduct and activities set out therein;
- (c) approving the Receiver’s proposed Marketing Process (as defined below) and authorizing the Receiver to conduct the Marketing Process;
- (d) authorizing the Receiver to enter into a listing agreement with Avison Young Commercial Real Estate Services, LP (“**Avison Young**”);
- (e) sealing Confidential Appendices “1” to “4” to the First Report;
- (f) approving the Receiver’s cash receipts and disbursements for the period January 11, 2022 to February 28, 2022;
- (g) approving the fees of the Receiver for the period ending February 28, 2022;
and
- (h) approving the fees of Garfinkle Biderman LLP (“**Garfinkle**”) for the period ending February 22, 2022.

THE GROUNDS FOR THE MOTION ARE:**A. Background**

2. On January 11, 2022, the Receiver was appointed as receiver, without security, of the lands and premises municipally known as at 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario (the “**Property**”) pursuant to an Order of this Court (the “**Appointment Order**”).
3. The Property consists of 1.47 acres of vacant land owned by Ideal.
4. Empirical Capital Corp. (“**Empirical**”) holds a first mortgage (the “**Empirical Mortgage**”) in the principal amount of \$5,500,000 against the Property. As of November 15, 2021, the amount outstanding under the Empirical Mortgage was \$6,016,194.48.
5. Empirical’s loan was originally due on March 2, 2020, however Empirical and Ideal entered into a number of forbearance agreements, the last of which provided that the loan was to be repaid on November 15, 2021. Ideal failed to repay the amounts outstanding under the loan at the end of the forbearance term.
6. Empirical sought the appointment of the Receiver pursuant to a Notice of Application dated November 25, 2021.
7. The Receiver retained the firm of Garfinkle, Empirical’s counsel, to act as the Receiver’s legal counsel where there is no conflict of interest.

8. The Receiver has also retained Paliare Roland Rosenberg Rothstein LLP (“**Paliare**”) to act as the Receiver’s independent legal counsel where Garfinkle has, or may be considered to have, a conflict of interest.

B. Buyer Agreements

9. Ideal planned to build 15 homes on the Property in a development marketed as “Jewels of the Meadows”. As of the date of the Appointment Order, Ideal had entered into Buyer Agreements for all 15 lots at the Property.

10. On October 29, 2021, Ideal informed the Home Buyers that it was unable to complete the Buyer Agreements.

11. According to information that Ideal provided to the Receiver, Ideal received deposits totalling \$4,580,000 from the Home Buyers (the “**Deposits**”), an average of approximately \$305,000 per lot.

12. On December 1, 2021, Ideal informed the Home Buyers that Ideal decided to sell the project to a third-party purchaser, with the sale expected to close on December 15, 2021.

13. Ideal further informed Home Buyers that Ideal intended on returning the Deposits to the Home Buyers and that, in consideration for the return of the Deposits, Ideal requested that the Home Buyers execute termination and mutual release agreements.

14. While some of the Home Buyers signed the releases, it is the Receiver's understanding that the Deposits have not been returned to the Home Buyers.

15. On January 31, 2022, Ideal informed the Receiver that Ideal was not holding any of the Deposits but did not provide the Receiver with any information as to Ideal's disposition of the Deposits.

16. The Receiver has made numerous requests that Ideal provide it with a full accounting setting out the disposition of the Deposits. As of the date of this First Report, the information requested about the Deposits has not been provided to the Receiver.

C. *Proposed Marketing Process*

17. The Receiver invited three realtors, Avison Young, CBRE Limited and Cushman & Wakefield, to submit listing proposals for the marketing and sale of the Property. The submission deadline for proposals was February 2, 2022.

18. After reviewing the proposals submitted, the Receiver, with the concurrence of Empirical, proposes to enter into a listing agreement with Avison Young to market the Property for sale.

19. The Receiver/Avison Young's proposed marketing process for the Property (the "**Marketing Process**") includes that:

- (a) the Property will be marketed on an "as is, where is" basis;
- (b) the Property will be listed "unpriced";

- (c) the Property will be listed on MLS;
- (d) the Receiver will have the right to reject any and all offers, including the highest offer; and
- (e) any transaction by the Receiver for the Property will be subject to Court approval.

20. Full particulars of the proposed Marketing Process for the Property are set out in the First Report.

D. The Proposed Termination of the Buyer Agreements

21. The Receiver requested that in their listing proposals, each of the realtors consider the impact of the Buyer Agreements on the realizable value of the Property.

22. The realtors were of the strong view that the Property should be offered for sale free of the Buyer Agreements given that, among other things: (i) home prices and construction costs have increased significantly in recent years; (ii) it would be extremely unlikely that a prospective buyer would want to assume the Buyer Agreements given that the market value of the Property is materially higher now than when the agreements were negotiated 12-14 months ago, whereas construction costs are higher today.

23. The Receiver has concluded that the realizations from the Property will be maximized if the Property is marketed with no Buyer Agreements in place.

E. Statutory and other grounds

24. Rules 1.04, 2.03, 3.02(1), 16, 37 and 39 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194; and

25. Such further and other grounds as counsel may advise and this Court may permit.

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

(a) the First Report of the Receiver dated March 1, 2022 and the appendices attached thereto; and

(b) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

March 2, 2022

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TO: THE SERVICE LIST

Court File No.: CV-21-00672628-00CL

EMPIRICAL CAPITAL CORP.

-and-

IDEAL (WC) DEVELOPMENTS INC.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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Court File No.: CV-21-00672628-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	TUESDAY THE 22 ND DAY
)	
JUSTICE KIMMEL)	OF MARCH, 2022

BETWEEN:

EMPIRICAL CAPITAL CORP.

Applicant

- and -

IDEAL (WC) DEVELOPMENTS INC.

Respondent

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

ORDER

THIS MOTION, made by RSM Canada Limited ("**RSM**"), in its capacity as the Court-appointed receiver (the "**Receiver**"), without security, of the property municipally known as 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario (the "**Property**") owned by Ideal (WC) Developments Inc. (the "**Debtor**"), seeking among other relief, an Order approving a marketing process, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report of the Receiver, dated March 1, 2022 (the “**First Report**”), and on hearing the submissions of counsel for the Receiver and such other counsel as were present as indicated on the Counsel Slip:

APPROVAL OF MARKETING PROCESS AND LISTING AGREEMENT

1. **THIS COURT ORDERS** that the retention of Avison Young Commercial Real Estate Services, LP (“**Avison Young**”) as the listing agent for the Property be and is hereby approved.
2. **THIS COURT ORDERS** that the Receiver is authorized to enter the listing agreement with Avison Young.
3. **THIS COURT ORDERS** that the marketing process for the Property (the “**Marketing Process**”), as described in the First Report, be and hereby is approved.
4. **THIS COURT ORDERS** that the Receiver is hereby authorized to commence and carry out the Marketing Process and to take such further steps as are considered necessary or desirable in carrying out the terms of the Marketing Process, subject to prior approval of this Court being obtained before completion of any transactions under the Marketing Process.
5. **THIS COURT ORDERS** that the Receiver and its respective affiliates, partners, directors, officers, employees, representatives and agents shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the Marketing Process, except to the extent such losses, claims, damages or liabilities result from gross negligence or wilful misconduct of the Receiver in performing its obligations under the Marketing Process as determined by this Court.

TERMINATION OF BUYER AGREEMENTS

6. **THIS COURT ORDERS** that the agreements of purchase and sale entered into by the Debtor with 15 home buyers prior to the receivership are hereby terminated and of no force and effect.

APPROVAL OF RECEIVER'S FIRST REPORT AND CONDUCT

7. **THIS COURT ORDERS** that the First Report, and the conduct and activities of the Receiver, as described therein, be and are hereby approved.

8. **THIS COURT ORDERS** that the Receiver's statement of receipts and disbursements for the period January 11, 2022 to February 28, 2022 as set out in the First Report, be and is hereby approved.

9. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period ended February 28, 2022, as set out in the First Report, be and are hereby approved.

10. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's counsel, Garfinkle Biderman LLP, for the period ended February 22, 2022 as set out in the First Report, be and are hereby approved.

GENERAL

11. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions on the discharge of its duties and powers hereunder.

Court File No. CV-21-00672628-00CL

EMPIRICAL CAPITAL CORP.

-and-

IDEAL (WC) DEVELOPMENTS INC.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(MARCH 22, 2022)**

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Court File No. CV-21-00672628-00CL

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

BETWEEN:

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IDEAL (WC) DEVELOPMENTS INC.

Respondent

**FIRST REPORT OF THE RECEIVER OF
6532 & 6544 WINSTON CHURCHILL BOULEVARD, MISSISSAUGA, ONTARIO**

MARCH 1, 2022

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I. INTRODUCTION

1. Pursuant to an application made by Empirical Capital Corp. ("**Empirical**"), by Order of the Ontario Superior Court of Justice (the "**Court**") dated January 11, 2022 (the "**Appointment Order**"), RSM Canada Limited ("**RSM**" or the "**Receiver**") was appointed as receiver over the lands and premises known municipally as 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario (the "**Property**") owned by Ideal (WC) Developments Inc. ("**Ideal**" or the "**Debtor**"). A copy of the Appointment Order is attached hereto as **Appendix "A"**.
2. The Appointment Order authorizes the Receiver to, among other things:
 - a) take possession of and exercise control of any and all proceeds, receipts and disbursements arising out of or from the Property;
 - b) receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the engaging of independent security personnel and the placement of such insurance coverage as may be necessary or desirable;
 - c) engage real estate brokers to assist with the exercise of the Receiver's power and duties;
 - d) 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; and
 - e) sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, with the approval of the Court.

-
3. The Appointment Order also provides that the Receiver shall not go into possession of the Property. The Appointment Order, however, authorizes the Receiver to have access to any area of the Property, and to provide access to its agents, or any prospective purchaser of the Property and/or their agents or any other party.
 4. The Appointment Order and other court documents have been posted on the Receiver's website, which can be found at rsmcanada.com/6532-and-6544-winston-churchill.
 5. As provided for in Paragraph 26 of the Appointment Order, the Receiver has retained the firm of Garfinkle Biderman LLP ("**Garfinkle**"), Empirical's counsel, to act as the Receiver's legal counsel where there is no conflict of interest.
 6. The Receiver has also retained the firm of Paliare Roland Rosenberg Rothstein LLP ("**Paliare**") to act as the Receiver's independent legal counsel where Garfinkle has, or may be considered to have, a conflict of interest.

II. PURPOSE OF REPORT

7. The purpose of this first report to the Court (the "**First Report**") is to:
 - (a) report to the Court on the activities of the Receiver from the date of its appointment to February 28, 2022;
 - (b) provide background information about the Property;
 - (c) provide the Court with information on the agreements of purchase and sale entered into by the Debtor with 15 home buyers prior to the receivership (the "**Buyer Agreements**");

-
- (d) provide the Court with information on the Receiver's proposed marketing and sale process (the "**Marketing Process**");
 - (e) provide the Court with a summary of the Receiver's cash receipts and disbursements for the period January 11, 2022 to February 28, 2022 (the "**R&D**"); and
 - (f) seek an order:
 - i. terminating the Buyer Agreements;
 - ii. approving the Receiver's proposed Marketing Process and authorizing the Receiver to conduct the Marketing Process;
 - iii. authorizing the Receiver to enter into a listing agreement with Avison Young Commercial Real Estate Services, LP ("**Avison Young**");
 - iv. sealing Confidential Appendices "1" to "4" to the First Report;
 - v. approving the First Report and the Receiver's conduct and activities set out therein;
 - vi. approving the R&D;
 - vii. approving the fees of the Receiver for the period ending February 28, 2022; and
 - viii. approving the fees of Garfinkle for the period ending February 22, 2022.

Terms of Reference

8. In preparing this report and making the comments herein, the Receiver has relied upon certain information from third-party sources (collectively, the "**Information**"). The Receiver has, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted

to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

9. Unless otherwise stated, all dollar amounts contained in the First Report are expressed in Canadian dollars.

III. BACKGROUND

10. The Property consists of approximately 1.47 acres of vacant land located at 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario. The Respondent Ideal is a single purpose company incorporated in Ontario for a planned residential real estate development on the Property and is the registered owner of the Property. According to a corporate profile report, the registered head office of Ideal is 10 Milner Business Court, Suite 400, Scarborough, Ontario. Shajiraj Nadarajalingam is the sole director and officer of Ideal.
11. Empirical specializes in providing land financing that allows borrowers to acquire land for residential development, perform pre-development site servicing, and refinance while awaiting development approval. Empirical holds a first mortgage (the “**Empirical Mortgage**”) in the principal amount of \$5,500,000 against the Property. As of November 15, 2021, the amount outstanding under the Empirical Mortgage was \$6,016,194.48.
12. Empirical’s loan was originally due on March 2, 2020, however Empirical and the Debtor entered into a number of forbearance agreements, the last of which provided that the loan was to be repaid on November 15, 2021. The Debtor failed

to repay the amounts outstanding under the loan at the end of the forbearance term.

13. Accordingly, Empirical sought the appointment of the Receiver pursuant to a Notice of Application dated November 25, 2021.
14. On January 11, 2022, the Court issued the Appointment Order.

IV. RECEIVER'S ACTIVITIES TO DATE

Securing the Property

15. In order to monitor the condition of the Property on an ongoing basis, the Receiver has arranged for Moreau On Site Property Services Inc. ("**MPS**") to conduct weekly inspections of the Property to check the condition of the fence surrounding the Property and for any signs of trespass or garbage dumping.
16. Upon the Receiver's appointment, MPS attended at the Property and secured the fence by chaining and padlocking the openings in the fence.
17. Based on information received from the Debtor, the Receiver determined that the temporary fencing is rented from a third-party supplier. The Receiver has contacted the supplier and made arrangements for the continuing rental of the temporary fencing.

Insurance

18. The Receiver obtained its own liability insurance with coverage effective January 11, 2022. The Receiver's coverage is scheduled to expire on April 11, 2022 and will be renewed as required.

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19. As the Property is vacant, the Receiver's insurer requires site inspections of the Property. Site inspections will be continued until the Property is sold.

Statutory Notices

20. On January 21, 2022, the Receiver sent a Notice and Statement of Receiver pursuant to Section 245(1) of the Bankruptcy and Insolvency Act to the known creditors with claims against the Property (the "**245 Notice**"). A copy of the 245 Notice is attached hereto as **Appendix "B"**.

V. BUYER AGREEMENTS

21. Ideal planned to build 15 homes on the Property in a development marketed as "Jewels of the Meadows". As of the date of the Appointment Order, Ideal had entered into Buyer Agreements for all 15 lots at the Property. The Buyer Agreements are dated between August 14, 2019 and March 3, 2021. Ideal has provided to the Receiver copies of each of the Buyer Agreements. A redacted version of one of the Buyer Agreements is attached hereto as **Confidential Appendix "1"**.
22. By letter dated October 29, 2021 (the "**October 29 Letter**"), the Debtor advised the home buyers (the "**Home Buyers**") that the Debtor was unable to complete the Buyer Agreements due to the recent cancellation of Ideal's license to build and other factors beyond its control. A copy of the October 29 Letter is attached hereto as **Appendix "C"**. As of October 29, 2021, no construction had commenced on the Property.

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23. By letter dated December 1, 2021 sent by Ideal to each of the Home Buyers (the “**December 1 Letter**”), Ideal informed the Home Buyers that Ideal had decided to sell the project to a third-party purchaser, with the sale expected to close on December 15, 2021. A copy of a redacted December 1 Letter is attached hereto as **Appendix “D”**.
24. The Receiver notes that any interest the Home Buyers have in the Property is fully subordinated to any mortgages on the Property. Paragraph 36(a) of the Buyer Agreements reads as follows:
- “The Purchaser hereby acknowledges the full priority of any construction financing or other mortgages arranged by the Vendor and secured by the Property over his interest as Purchaser for the full amount of the said mortgage or construction financing, notwithstanding any law or statute to the contrary and agrees to execute all acknowledgments or postponements required to give full effect thereto. Without limiting the generality of the foregoing, the Purchaser agrees that this Agreement shall be subordinated to and postponed to the mortgage(s) assumed and/or arranged by the Vendor (and presently registered or to be registered on title to the Property) and any advances made thereunder from time to time...”*
25. The Receiver’s observations on the Buyer Agreements and their potential impact on the Receiver’s proposed marketing process are set out later in this report.

VI. DEPOSITS PAID TO IDEAL

26. According to information that Ideal provided to the Receiver, Ideal received deposits totalling \$4,580,000 from the Home Buyers (the “**Deposits**”). A list of the Home Buyers showing the purchase prices for each of the homes, and deposits paid, is attached hereto as **Confidential Appendix “2”**. Taking into account the number of lots and the aggregate amount of the Deposits, the average deposit paid was approximately \$305,000.
27. In the December 1 Letter, Ideal informed Home Buyers that Ideal intended on returning the Deposits to the Home Buyers and that, in consideration of the return of the Deposits to the Home Buyers, Ideal requested that the Home Buyers execute termination and mutual release agreements.
28. While it appears that some of the Home Buyers signed the releases, it is the Receiver’s understanding that the Deposits have not been returned to the Home Buyers and that certain of the Home Buyers have issued statements of claim against Ideal.
29. By email correspondence dated January 11, 17 and 27, 2022, the Receiver, among other things, requested from Ideal details of payments or deposits received from Home Buyers, as well as an accounting setting out the status and disposition of the deposits received. On January 31, 2022, Ideal informed the Receiver that Ideal was not holding any of the Deposits but did not provide the Receiver with any information as to Ideal’s disposition of the Deposits.
30. By email dated February 22, 2022, the Receiver informed Ideal that the Receiver was in the process of preparing its report to the Court and that in order that the

Receiver could report to the Court on the disposition of the Deposits, the Receiver requested that Ideal provide to the Receiver, by February 25, 2022, a full accounting setting out the disposition of the Deposits. As of the date of this First Report, the information requested on the disposition of the Deposits has not been provided to the Receiver.

31. Two Home Buyers, who the Receiver understands are not represented by counsel, contacted the Receiver in connection with their concerns regarding their claims to recover the deposits paid to Ideal and, in particular, whether the engagement of counsel by the Home Buyers would provide those Home Buyers with priority over Home Buyers who have not engaged counsel. The Receiver explained to those two Home Buyers that the claims of Home Buyers who engaged counsel would not have priority to the claims of Home Buyers who had not engaged counsel. Nevertheless, if any Home Buyers are considering any possible action for the return of their deposits and/or other potential damages, the Receiver advises those Home Buyers to contact a lawyer as the Receiver is not in a position to provide any advice to Home Buyers.
32. The Receiver/counsel to the Receiver has engaged in discussions with Tarion with respect to the within receivership and the Deposits. The Receiver and Tarion intend to continue their discussions and cooperate in response to developments in the receivership and will, as appropriate, share information with each other.
33. Should they wish, Home Buyers have the option to contact Tarion directly with any questions regarding their deposits or related matters at www.tarion.com .

VII. PROPOSED MARKETING PROCESS

34. The Appointment Order authorizes the Receiver to market the Property for sale, including advertising and soliciting offers in respect of the Property.
35. In furtherance of same, the Receiver invited three realtors, Avison Young, CBRE Limited (“**CBRE**”) and Cushman & Wakefield (“**Cushman**”), to submit listing proposals for the marketing and sale of the Property. The submission deadline for proposals was February 2, 2022, and all three realtors submitted listing proposals. Attached as **Confidential Appendix “3”** is a summary of salient points of each of the listing proposals received.
36. After reviewing the proposals submitted, including information provided by each of the realtors on their views on the Property’s estimated realizable value, their proposed marketing strategy and compensation structure, the Receiver, with the concurrence of Empirical, proposes to enter into a listing agreement with Avison Young to market the Property for sale.
37. The Receiver’s/Avison Young’s proposed marketing process for the Property is summarized below:

Summary of Proposed Marketing Process	
<p>Pre-Marketing</p> <p><i>Pre-marketing due diligence</i></p> <ul style="list-style-type: none"> • Review of available documents <p><i>Preliminary discussions</i></p> <ul style="list-style-type: none"> • Pre-market conversations with targeted purchasers <p><i>Finalize marketing material</i></p> <ul style="list-style-type: none"> • Detailed marketing brochure • Online data room • Finalization of due diligence material 	2-4 Weeks

<p>Marketing</p> <p><i>3-Staged marketing process</i></p> <ul style="list-style-type: none"> • Stage 1: Personal introduction to target prospects • Stage 2: Mass Marketing introduction • Stage 3: Detailed information to qualified prospects <p><i>Set bid-date.</i></p>	4-6 Weeks
<p>Negotiation/Closing</p> <p><i>Negotiating / due diligence</i></p> <ul style="list-style-type: none"> • Review and summarize all offers • Set final negotiation strategy <p><i>Closing (including Court approval of proposed sale, etc.)</i></p>	7-8 Weeks

38. Additional aspects of the proposed Marketing Process include:
- a) the Property will be marketed on an “as is, where is” basis;
 - b) the Property will be listed “unpriced”;
 - c) the Property will be listed on MLS;
 - d) the Receiver will have the right to reject any and all offers, including the highest offer; and
 - e) any transaction by the Receiver for the Property will be subject to Court approval.
39. The Receiver will provide information on the Receiver’s/Avison Young’s marketing efforts at the time that the Receiver seeks the approval of the Court for any agreement of purchase and sale that the Receiver proposes to enter.
40. Attached hereto as **Confidential Appendix “4”** is a copy of the Listing Agreement (the “**Listing Agreement**”) executed by Avison Young that the Receiver proposes to sign. The Receiver is seeking an Order authorizing the Receiver to enter into the Listing Agreement.

VIII. THE IMPACT OF THE BUYER AGREEMENTS ON THE PROPOSED MARKETING PROCESS

41. The Receiver had concerns that if a purchaser of the Property was required to assume the Buyer Agreements, the estimated realizable value of the Property would be reduced by the amount of the Deposits which do not appear to be available to a purchaser of the Property.
42. In order to assist the Receiver determine if its concerns were valid, the Receiver requested that each of Avison Young, CBRE and Cushman consider the impact of the Buyer Agreements on the realizable value of the Property. More particularly, the Receiver asked that the brokers include in their listing proposals their comments on the estimated realizable value of the Property under the following scenarios: (i) a buyer for the Property had to honour the existing Buyer Agreements; and (ii) the Buyer Agreements were terminated and the Property could be conveyed to a purchaser without those agreements in place.
43. The listing proposals received by the Receiver addressed the Buyer Agreements, including that:
- i) benchmark sale prices for single family dwellings have increased approximately 35% over the last 12 months, and almost 60% over the last three years. Likewise, construction costs have risen an estimated 24% year-over-year and are up over 40% since 2017;
 - ii) it would be extremely unlikely that a buyer would want to assume the Buyer Agreements given the market value is materially higher now than when negotiated 12-14 months ago, whereas construction costs are higher today; and

-
- iii) requiring purchasers to honour the existing Buyer Agreements will result in a significant discount in land value of up to 80%.

- 44. In summary, the realtors were of the strong view that the Property should be offered for sale free of the Buyer Agreements.
- 45. As a result of the above, it is evident to the Receiver that the realizations from the Property would be maximized if the Property is marketed with no Buyer Agreements in place.
- 46. Accordingly, and taking the above into account, the Receiver is seeking an Order terminating all the Buyer Agreements.

IX. SEALING OF CONFIDENTIAL APPENDICES

- 47. The Receiver is of the view that disclosure of the information included in Confidential Appendices "1" to "4" identifying purchasers of the lots and the financial details of their agreements with Ideal (in the case of Confidential Appendices "1" and "2") and information relating to the potential net estimated realizable value of the Property (in the case of Confidential Appendices "2", "3" and "4") could potentially have an adverse influence on the Marketing Process. The Receiver is therefore requesting that the Court make a sealing order in respect of Confidential Appendices "1" to "4" to avoid any potential adverse impact on the Marketing Process.

X. SECURED OR PRIORITY CLAIMS

48. The following is a list of the secured claims registered against Ideal in the Personal Property Security Registration System and against the Property in the Land Registry (“PIN”) as of January 14, 2022:

Name of Registrant	Amount	PPSA	PIN
Empirical Capital Corp.	\$5,500,000	X	X
Amercan Corporation	\$1,000,000		X
Dragon Holding Global Real Estate Funds Inc.	\$2,300,000		X

49. Attached hereto as **Appendices “E”** and **“F”**, respectively, are copies of the PPSA and PIN searches.
50. The Receiver has received an opinion from Paliare that, based on the assumptions and subject to the qualifications set out therein, the Empirical Mortgage grants, by its terms, a valid first-ranking charge on the Property in favour of Empirical (the **“Legal Opinion on Security”**). A copy of the Legal Opinion on Security is attached hereto as **Appendix “G”**.
51. The Receiver will, as appropriate, seek an opinion from its counsel on the validity and enforceability of the other secured claims against the Property at a later date.
52. In addition to the above, the Receiver has obtained statements of account from the City of Mississauga which indicate that the unpaid 2020 and 2021 property taxes in respect of the Property totaled approximately \$29,000 on January 14, 2022. The Receiver will address the payment of the outstanding property taxes upon the sale of the Property.

XI. RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

53. Attached as **Appendix "H"** is the Receiver's Interim Statement of Receipts and Disbursements (the "**R&D**") for the period January 11, 2022 to February 28, 2022. During this period, receipts were \$10,000, consisting of an advance of \$10,000 from Empirical secured by Receiver Certificate No. 1, and disbursements were \$3,486, resulting in a net cash balance of \$6,514.
54. The above-noted advance from Empirical, plus accrued interest thereon, will be repaid by the Receiver upon the sale of the Property.

XII. PROFESSIONAL FEES

55. The Receiver's accounts for the period ending February 28, 2022 total \$49,806.50 in fees, plus HST of \$6,474.85 for a total amount of \$56,281.35 (the "**Receiver's Accounts**"). A copy of the Receiver's Accounts, together with a summary of the accounts, the total billable hours charged per the accounts, and the average hourly rate charged per the accounts, is set out in the Affidavit of Daniel Weisz sworn March 1, 2022 attached hereto as **Appendix "I"**.
56. The account of the Receiver's counsel, Garfinkle, totals \$18,009.40 in fees and disbursements and \$2,341.23 in HST for a total of \$20,350.63 for the period ending February 22, 2022 (the "**Garfinkle Account**"). A copy of the Garfinkle Account, together with a summary of the personnel, hours and hourly rates described in the Garfinkle Account, is set out in the Affidavit of Wendy Greenspoon-Soer sworn February 28, 2022 attached to this report as **Appendix "J"**.

XIII. CONCLUSION

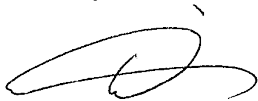
57. The Receiver respectfully requests that the Court make an order:

- (i) terminating the Buyer Agreements;
- (ii) approving the Receiver's proposed Marketing Process and authorizing the Receiver to conduct the Marketing Process;
- (iii) authorizing the Receiver to enter into the Listing Agreement with Avison Young;
- (iv) sealing Confidential Appendices "1" to "4" to the First Report;
- (v) approving the First Report and the Receiver's conduct and activities set out therein;
- (vi) approving the R&D;
- (vii) approving the fees of the Receiver for the period ending February 28, 2022; and
- (viii) approving the fees of Garfinkle for the period ending February 22, 2022.

All of which is respectfully submitted to this Court as of this 1st day of March, 2022.

RSM CANADA LIMITED

In its capacity as Court-appointed Receiver of
6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario
and not in its personal capacity



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

Court File No. CV-21-00672628-00CL

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

THE HONOURABLE MADAM) TUES DAY, THE 11th DAY
JUSTICE DIETRICH) OF JANUARY, 2022
)

B E T W E E N:



EMPIRICAL CAPITAL CORP.

Applicant

-and-

IDEAL (WC) DEVELOPMENTS INC.

Respondent

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

**ORDER
(appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing RSM Canada Limited as receiver (in such capacities, the "Receiver"), without security, over the lands and premises known municipally as 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario and more particularly described as:

PIN – 13243 – 0378 LT

PART LOT 9 CONCESSION 11 (NEW SURVEY) TRAFALGAR,

DESIGNATED AS PART 1, PLAN 43R37427; CITY OF
MISSISSAUGA; and

PIN – 13243 – 0269 LT

PCL BLOCK 19-1, SEC 43M932; BLK 19, PL 43M932; CITY OF
MISSISSAUGA

(collectively the “**Property**”) owned by Ideal (WC) Developments Inc. (the “**Debtor**”) was heard today via Video Conference.

ON READING the affidavit of Abraham Strahl sworn November 24, 2021 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, and on reading the consent of RSM Canada Limited to act as the Receiver.

SERVICE

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

APPOINTMENT

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

RECEIVER’S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, or cease to perform any contracts of the Debtor in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, real estate brokers, 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 receive and collect all monies and accounts now owed or hereafter owing to the Debtor in respect of the Property and to exercise all remedies of the Debtor in respect of the Property in collecting such monies, including, without limitation, to enforce any security held by the Debtor in respect of the Property;
- (f) to settle, extend or compromise any indebtedness owing to the Debtor in respect of the Property;
- (g) 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;
- (h) 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 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;

- (i) 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;
- (j) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, with the approval of this Court and notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (k) 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; other than such permitted encumbrances as may be acceptable to the purchaser or rights that run with the land;
- (l) 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;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) to apply for any permits, licences, approvals or permissions in respect of the Property 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;
- (o) 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;

- (p) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have in respect of the Property; and
- (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their 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 relating to the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the

Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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 IN RESPECT OF THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the 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 in respect of the Property, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and

further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor in respect of the Property, 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 in respect of the Property or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor in respect of the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver.

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 respect of the Property in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts"). For certainty, all receipts in respect of the Property shall be deposited into the Post Receivership Accounts and all Permitted Disbursements (defined below) shall be drawn from the Post Receivership Accounts. "Permitted Disbursements" shall include realty taxes, utilities, insurance, maintenance expenses, other reasonable Property-specific expenses, and business expenses associated with the Property. The monies standing to the credit of such Post Receivership

Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

ACCESS RIGHTS / NO POSSESSION BY THE RECEIVER

15. THIS COURT ORDERS that the Receiver is authorized to have access to any area of the Property, and to provide access to its agents, or any prospective purchaser of the Property and / or their agents or any other party.

16. THIS COURT ORDERS that the Receiver shall not go into possession of the Property. For greater certainty, neither the Receiver nor any other party shall be deemed to be in possession of the Property as a result of: (i) it taking any steps to secure or maintain the Property; (ii) it exercising those access rights provided for under paragraph 15 of this Order or (iii) it exercising those access rights provided for in this paragraph 16.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$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 and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

24 THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL www.rsmcanada.com/6532-and-6544-winston-churchill

25. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

RETENTION OF LAWYERS

26. THIS COURT ORDERS that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. The Receiver is specifically authorized and permitted to

use the solicitors for the Applicant herein as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal advice or issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

29. THIS COURT ORDERS that the Land Registry Office for the Land Titles Division of Peel (No. 43) shall register this Order against title to the Property.

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

31. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. THIS COURT ORDERS that the Applicant shall have its costs of this 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 funds in the Receiver's possession with such priority and at such time as this Court may determine.

33. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Dietrich J.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that RSM Canada Limited, the receiver (the "Receiver") of the Property, as such terms are defined in the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 2021 appointing the Receiver (the "Order") made in an application having Court file number CV-21-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 2021_.

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

Per: _____

Name:

Title:

EMPIRICAL CAPITAL CORP.

IDEAL (WC) DEVELOPMENTS INC.

and

Applicant

Respondent

Court File No. CV-21-00672628-00CL

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

Proceeding commenced at Toronto

ORDER

GARFINKLE BIDERMAN LLP

Barristers & Solicitors

1 Adelaide Street East, Suite 801

Toronto, Ontario

M5C 2V9

Wendy Greenspoon-Soer LSO#: 34698L

Tel: 416-869-1234

Fax: 416-869-0547

Lawyers for the Applicant,
EMPIRICAL CAPITAL CORP.

File Number: 11087-008



RSM Canada Limited
Licensed Insolvency Trustee

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

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

www.rsmcanada.com

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

In the matter of the receivership of the Property defined below.

The receiver gives notice and declares that:

1. On the 11th day of January, 2022, the undersigned RSM Canada Limited was appointed as receiver (the “**Receiver**”) without security, over the lands and premises known municipally as 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario (the “**Property**”), owned by Ideal (WC) Developments Inc. (the “**Debtor**”).
2. The undersigned became a receiver in respect of the Property by virtue of being appointed by order of the Ontario Superior Court of Justice dated January 11, 2022.
3. The undersigned commenced the exercise of its powers in respect of that appointment on the 11th day of January, 2022.
4. The following information relates to the receivership:
 - a) Registered Office Address of the Debtor: 10 Milner Business Court, Suite 400, Scarborough, Ontario.
 - b) Principal line of business of the Property: land located at 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario.
 - c) The approximate amounts owed to creditors who appear to hold a security interest on the Property include:

Empirical Capital Corp. (as at November 15, 2021)	\$6,016,194
Amercan Corporation	\$1,400,000
Dragon Holding Global Real Estate Funds	\$2,600,000
City of Mississauga	\$29,113

- d) A list of creditors, and the amount owed to each creditor, relating to the Property is attached. This list has been compiled from information available to the Receiver, including information provided by the Debtor, and has not been audited or verified by the Receiver, and may not be complete. The fact that persons are receiving this notice or are included on the creditors list does not mean that it has been determined that they are a creditor or that if they are a creditor, that their claim is admitted in the amount set out on that list.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

e) The plan of the Receiver is to market and sell the Property.

f) Contact person for the Receiver:

Brenda Wong
RSM Canada Limited
11 King Street West
Suite 700, PO Box 27
Toronto, Ontario M5H 4C7
Telephone: (647) 727-3621
Facsimile: (416) 480-2646
E-mail: brenda.wong@rsmcanada.com

g) Additional information: A copy of the receivership order is posted on the Receiver's website at www.rsmcanada.com/6532-and-6544-winston-churchill. Other pertinent public information will be posted to the website as that information becomes available.

Dated at Toronto this 21st day of January, 2022.

RSM CANADA LIMITED

In its capacity as Court Appointed Receiver of
6532 & 6544 Winston Churchill Boulevard,
Mississauga, Ontario,
and not in its personal or corporate capacity



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

RSM Canada Limited
In the Matter of the Receivership of
6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario

LIST OF CREDITORS

Secured

Empirical Capital Corp. (as at November 15, 2021)	\$ 6,016,194.48
Amercan Corporation	1,400,000.00
Dragon Holding Global Real Estate Funds	2,600,000.00
City of Mississauga - Property Tax	29,112.62
Total	\$ <u>10,045,307.10</u>

Unsecured

BuzzBuzzHome Corp.	\$ 2,542.50
Deposits received from purchasers of homes	4,580,000.00
Friedman Law Professional Corporation	6,335.94
Government of Canada (CEBA Loan)	40,000.00
Intrepid Quantity Surveying Inc.	2,867.38
Julian D'Souza (2559022 Ontario Inc.)	250,000.00
Kingsway Real Estate Inc.	24,358.51
Masongsong Associates Engineering Limited	16,112.38
One Riser Designs Inc.	5,763.00
Remax Realty Specialists Inc., Brokerage	50,599.99
Robins Appleby LLP	6,968.46
Sivarani Selvarajah & Shanthaloginy Umaharan Dr.Logi	100,000.00
SPS Canada Capital	200,000.00
Strybos Barron King Ltd.	7,479.47
Subramaniam Sahadevan	350,000.00
Super Save Fence Rental Inc.	3,056.19
Terraprobe Inc.	17,854.00
Toran Landscaping Inc.	3,192.50
Trans-Plan Transportation Inc.	5,123.13
Walker, Nott, Dragicevic Associates Ltd.	15,809.98
Total	\$ <u>5,688,063.43</u>

Supplementary Mailing List

Ideal (WC) Developments Inc.
Friedman Law Professional Corporation
Shajiraj Nadarajalinghan
Gowling WLG (Canada) LLP
Torys LLP
Department of Justice Canada, Attn: Diane Winters
Minister of Finance
Office of the Superintendent of Bankruptcy



Delivered by Email only

October 29, 2021

To: Purchasers of Lots in the various
Ideal Developments Projects

Dear Sir/ Madame:

Re: Ideal Developments Group of Companies

This letter is regarding return of your deposit for the lot in which you have entered into an agreement of purchase and sale with Ideal Developments Group of Companies ("Ideal").

Due to the recent cancellation of Ideal's license to build and for other factors beyond its control, Ideal is no longer able to complete the respective purchase and sale agreement.

Ideal wishes to return your deposit to you and to have the necessary documentation executed by you to conclude this matter. I would appreciate it if you would contact me via email at brook@idealdevelopments.com or (647) 293-4027 to acknowledge receipt of this correspondence and Ideal will keep you posted on when the process of executing mutual release and returning deposit will commence.

Yours truly,

Brook Askin
COO



December 01, 2021

Sent via Email

Dear Purchaser,

RE: Ideal (WC) Developments Inc. (“Ideal”) and the Jewels of the Meadows Project (the “Project”)

Ideal has incurred significant unexpected costs and losses with respect to the Project as a result of the various delays experienced by it in the municipal authorizations for the development and construction of the Project, financial difficulties resulting from the COVID 19 Pandemic, and increased construction costs, which have resulted in Ideal deciding to sell the Project to a third-party purchaser (the “**Third Party**”). The sale of the Project to the Third Party is anticipated to close on December 15, 2021 (the “**Closing Date**”).

Ideal intends to return all deposits received by it from you in connection with the purchase of the POTL in the Project, payable as follows and subject to the conditions listed in this letter:

1. 50% of the deposits paid by you on the Closing Date; and
2. the balance of the deposits paid by you, not later than 120 days after the Closing Date.

In consideration of return of the deposits to the purchasers, Ideal is requesting that you execute a termination and mutual release agreement (the “**Release**”), substantially in the form and content attached to this letter as Exhibit “A”.

Yours truly,

Ideal (WC) Developments Inc.

Per: M. Shannig



Ontario Search Results

ID 1969051

Search Type [BD] Business Debtor

Your Ref No. 12859-002

Liens : 2 Pages : 3

Searched :14JAN2022 09:50 AM

Printed :14JAN2022 09:54 AM

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/14/2022
 CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 09:50:09
 ACCOUNT : 009233-0001 FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 3
 FILE CURRENCY : 13JAN 2022
 SEARCH : BD : IDEAL (WC) DEVELOPMENTS INC.

00 FILE NUMBER : 738153099 EXPIRY DATE : 11APR 2022 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20180411 1303 1862 0380 REG TYP: P PPSA REG PERIOD: 4
 02 IND DOB : IND NAME:
 03 BUS NAME: IDEAL (WC) DEVELOPMENTS INC.

OCN :

04 ADDRESS : 1100 RODICK ROAD
 CITY : MARKHAM PROV: ON POSTAL CODE: L3R 8C3

05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 EMPIRICAL CAPITAL CORP.

09 ADDRESS : 1706-4950 YONGE STREET
 CITY : TORONTO PROV: ON POSTAL CODE: M2N 6K1
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X X X X X X

YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 PROPERTY USED IN CONNECTION WITH, SITUATE AT, OR ARISING FROM, THE
 14 OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF, THE LAND AND PREMISES
 15 KNOWN AS 6532 AND 6544 WINSTON CHURCHILL BLVD., MISSISSAUGA, ONTARIO.

16 AGENT: GARFINKLE, BIDERMAN LLP (BP-10798-011)

17 ADDRESS : 1 ADELAIDE ST. E., SUITE 801

CITY : TORONTO PROV: ON POSTAL CODE: M5C 2V9

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/14/2022
 CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 09:50:12
 ACCOUNT : 009233-0001 FAMILY : 2 OF 2 ENQUIRY PAGE : 2 OF 3
 FILE CURRENCY : 13JAN 2022
 SEARCH : BD : IDEAL (WC) DEVELOPMENTS INC.

00 FILE NUMBER : 738153126 EXPIRY DATE : 11APR 2022 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :
 REG NUM : 20180411 1304 1862 0381 REG TYP: P PPSA REG PERIOD: 4
 02 IND DOB : IND NAME:
 03 BUS NAME: IDEAL (WC) DEVELOPMENTS INC.

04 ADDRESS : 1100 RODICK ROAD OCN :
 CITY : MARKHAM PROV: ON POSTAL CODE: L3R 8C3
 05 IND DOB : IND NAME:
 06 BUS NAME:

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

08 SECURED PARTY/LIEN CLAIMANT :
 EMPIRICAL CAPITAL CORP.

09 ADDRESS : 1706-4950 YONGE STREET
 CITY : TORONTO PROV: ON POSTAL CODE: M2N 6K1
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X
 YEAR MAKE MODEL V.I.N.

11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 GENERAL ASSIGNMENT OF RENTS - PROPERTY USED IN CONNECTION WITH,
 14 SITUATE AT, OR ARISING FROM, THE OWNERSHIP, DEVELOPMENT, USE OR
 15 DISPOSITION OF THE LAND AND PREMISES KNOWN AS 6532 AND 6544 WINSTON
 16 AGENT: GARFINKLE, BIDERMAN LLP (BP-10798-011)
 17 ADDRESS : 1 ADELAIDE ST. E., SUITE 801
 CITY : TORONTO PROV: ON POSTAL CODE: M5C 2V9

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/14/2022
 CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 09:50:14
 ACCOUNT : 009233-0001 FAMILY : 2 OF 2 ENQUIRY PAGE : 3 OF 3
 FILE CURRENCY : 13JAN 2022
 SEARCH : BD : IDEAL (WC) DEVELOPMENTS INC.

00 FILE NUMBER : 738153126 EXPIRY DATE : 11APR 2022 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 002 MV SCHEDULE ATTACHED :
 REG NUM : 20180411 1304 1862 0381 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:
 03 BUS NAME: OCN :

04 ADDRESS :
 CITY : PROV: POSTAL CODE:

05 IND DOB : IND NAME:
 06 BUS NAME: OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

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

10 YEAR MAKE MODEL V.I.N.

11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 CHURCHILL BLVD., MISSISSAUGA, ONTARIO.

14
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

END OF REPORT

LAND
REGISTRY
OFFICE #43

13243-0269 (LT)

PREPARED FOR Cheryl01
ON 2022/01/14 AT 08:30:16

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

PROPERTY DESCRIPTION: PCL BLOCK 19-1, SEC 43M932; BLK 19, PL 43M932; CITY OF MISSISSAUGA

PROPERTY REMARKS: CORRECTION: INSTRUMENT NUMBER TR353603 WAS OMITTED FROM THIS PROPERTY IN ERROR AND WAS ADDED AND CERTIFIED ON 2000/10/25 BY LAND REGISTRAR #18.
CORRECTION: INSTRUMENT NUMBER LT353603 WAS ENTERED IN ERROR AGAINST THIS PROPERTY AND WAS REMOVED AND CERTIFIED ON 2001/08/09 BY LAND REGISTRAR #21.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1996/11/19

OWNERS' NAMES
IDEAL (WC) DEVELOPMENTS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/11/19 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/11/19						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
TR353603	1973/01/15	NOTICE				C
REMARKS: "AMENDMENT TO TORONTO-MALTON AIRPORT ZONING REGULATIONS" - "ADDED 97/12/02, S. DARKEVICIS".						
LT1045790	1989/08/30	NOTICE			THE CORPORATION OF THE CITY OF MISSISSAUGA THE REGIONAL MUNICIPALITY OF PEEL	C
LT1045792	1989/08/30	NOTICE			MISSISSAUGA HYDRO-ELECTRIC COMMISSION	C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
PR2801362	2015/10/09	TRANSFER	\$59,000	THE CORPORATION OF THE CITY OF MISSISSAUGA	IDEAL (WC) DEVELOPMENTS INC.	C
PR3114761	2017/04/24	CHARGE	\$1,000,000	IDEAL (WC) DEVELOPMENTS INC.	AMERICAN CORPORATION	C
PR3308660	2018/04/11	CHARGE	\$5,500,000	IDEAL (WC) DEVELOPMENTS INC.	EMPIRICAL CAPITAL CORP.	C
PR3308661	2018/04/11	NO ASSGN RENT GEN		IDEAL (WC) DEVELOPMENTS INC.	EMPIRICAL CAPITAL CORP.	C
REMARKS: PR3308660						
PR3308694	2018/04/11	POSTPONEMENT		AMERICAN CORPORATION	EMPIRICAL CAPITAL CORP.	C
REMARKS: PR3114761 TO PR3308660						
PR3799133	2021/03/16	NOTICE		IDEAL (WC) DEVELOPMENTS INC.	AMERICAN CORPORATION	C
REMARKS: AMENDS PR3114761						
PR3799134	2021/03/16	CHARGE	\$2,300,000	IDEAL (WC) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS INC.	C

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

LAND
 REGISTRY
 OFFICE #43

13243-0269 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR3976090	2022/01/12	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED	

LAND
REGISTRY
OFFICE #43

13243-0378 (LT)

PREPARED FOR Cheryl01
ON 2022/01/14 AT 08:28:21

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

PROPERTY DESCRIPTION: PART LOT 9 CONCESSION 11 (NEW SURVEY) TRAFALGAR, DESIGNATED AS PART 1, PLAN 43R37427; CITY OF MISSISSAUGA

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2016/11/24.

ESTATE/QUALIFIER: FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY: RE-ENTRY FROM 13243-0377

PIN CREATION DATE:
2016/11/24

OWNERS' NAMES IDEAL (WC) DEVELOPMENTS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
TR353603	1973/01/15	NOTICE				C
REMARKS: "AMENDMENT TO TORONTO-MALTON AIRPORT ZONING REGULATIONS" - "ADDED 97/12/02, S. DARKEVICS".						
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
PR2489661	2014/01/20	TRANSFER	\$1,180,000	KARL, ROLAND WILLIAM KARL, THOMAS ALFRED	IDEAL (WC) DEVELOPMENTS INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
PR2489665	2014/01/20	TRANSFER	\$1,155,000	KARL, ANNELIESE BERTHA	IDEAL (WC) DEVELOPMENTS INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
PR2907448	2016/05/03	APL CONSOLIDATE		IDEAL (WC) DEVELOPMENTS INC.		C
43R37427	2016/11/23	PLAN REFERENCE				C
PR3034033	2016/11/24	APL ABSOLUTE TITLE		IDEAL (WC) DEVELOPMENTS INC.		C
REMARKS: PR2965058 & PR3015465						
PR3114761	2017/04/24	CHARGE	\$1,000,000	IDEAL (WC) DEVELOPMENTS INC.	AMERICAN CORPORATION	C
PR3308660	2018/04/11	CHARGE	\$5,500,000	IDEAL (WC) DEVELOPMENTS INC.	EMPIRICAL CAPITAL CORP.	C
PR3308661	2018/04/11	NO ASSGN RENT GEN		IDEAL (WC) DEVELOPMENTS INC.	EMPIRICAL CAPITAL CORP.	C

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

LAND
REGISTRY
OFFICE #43

13243-0378 (LT)

PREPARED FOR Cheryl01
ON 2022/01/14 AT 08:28:21

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR3308694	2018/04/11	POSTPONEMENT <i>REMARKS: PR3308660</i> <i>REMARKS: PR3114761 TO PR3308660</i>		AMERICAN CORPORATION	EMPIRICAL CAPITAL CORP.	C
PR3799133	2021/03/16	NOTICE <i>REMARKS: AMENDS PR3114761</i>		IDEAL (WC) DEVELOPMENTS INC.	AMERICAN CORPORATION	C
PR3799134	2021/03/16	CHARGE	\$2,300,000	IDEAL (WC) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS INC.	C
PR3937041	2021/10/29	CAUTION-LAND <i>REMARKS: EXPIRES 60 DAYS FROM 2021/10/29</i>	\$2	IDEAL (WC) DEVELOPMENTS INC.	HASAN, SYED MUHAMMED FARUQI	C
PR3952095	2021/11/26	CAUTION-LAND	\$2	IDEAL (WC) DEVELOPMENTS INC.	KHAN, IMRAN IMRAN, LUBNA	
PR3976090	2022/01/12	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED	

Chris G. Paliare
Ian J. Roland
Ken Rosenberg
Linda R. Rothstein
Richard P. Stephenson
Nick Coleman
Donald K. Eady
Gordon D. Capern
Lily I. Harmer
Andrew Lokan
John Monger
Odette Soriano
Andrew C. Lewis
Megan E. Shortreed
Massimo Starnino
Karen Jones
Robert A. Centa
Nini Jones
Jeffrey Larry
Kristian Borg-Olivier
Emily Lawrence
Tina H. Lie
Jean-Claude Killey
Jodi Martin
Michael Fenrick
Ren Bucholz
Jessica Latimer
Lindsay Scott
Alysha Shore
Denise Cooney
Paul J. Davis
Lauren Pearce
Elizabeth Rathbone
Daniel Rosenbluth
Glynnis Hawe
Emily Home
Hailey Bruckner
Charlotté Calon

COUNSEL

Stephen Goudge, Q.C.

COUNSEL

Ian G. Scott, Q.C., O.C.
(1934 - 2006)

Jeffrey Larry

T 416.646.4330 Asst 416.646.7404
F 416.646.4301
E jeff.larry@paliareroland.com
www.paliareroland.com

March 1, 2022

File 10288

VIA EMAIL

Daniel Weisz
Senior Vice-President
RSM Canada Limited
11 King St. W., Suite 700, Box 27,
Toronto, Ontario, Canada, M5H 4C7

Dear Mr. Weisz:

Re: 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario

You have asked us in your capacity as court-appointed receiver of the real property located at 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario, having the legal description set out in Schedule "E" (the "Property"), to review certain loan, security and related documentation relating to Ideal (WC) Developments Inc. ("Ideal" or the "Debtor")'s indebtedness to Empirical Capital Corp. ("Empirical") and Empirical's security over the Property.

SCOPE OF REVIEW

The scope of our review is limited to a) those security and related documents listed in Schedule "A" hereto and b) the Search Results (defined below) (collectively, the "**Documents**"). The only searches and inquiries conducted by us are those referred to in this letter, the results of which are summarized in Schedule "D" attached hereto (the "**Search Results**").

We reviewed the Documents generally to identify any aspect of the Documents or any registrations which did not appear complete and regular on their face, or which appeared to raise material issues. We have also listed in Schedule "A" attached hereto documents that were not reviewed even though they are referenced in the Documents.

This report is limited to the laws of the Province of Ontario and the federal laws of Canada applicable therein. We express no opinion with respect to the validity of Documents to the extent such validity is governed by the laws of any other Jurisdiction.

ASSUMPTIONS AND QUALIFICATIONS

Our opinion as to the validity of the Documents is subject to the assumptions and qualifications set out in Schedules "B" and "C", respectively, attached hereto.

SEARCH RESULTS

Corporate History

Our corporate search conducted on February 28, 2022 reveals that Ideal was incorporated on November 18, 2013 pursuant to the laws of the Province of Ontario.

Personal Property Searches

We conducted searches against the Debtor as noted in Schedule "D" under the following statutes:

1. *Bankruptcy and Insolvency Act* (Canada);
2. Section 427 of the *Bank Act* (Canada);
3. *Executions Act* (Ontario); and
4. *Personal Property Security Act* (Ontario) (the "**PPSA**").

The results of our searches are summarized in Schedule "D". The Province of Ontario does not have a system for registering title to personal property and, accordingly, we cannot confirm whether the Debtor holds title to any of the personal property referred to herein.

Real Property Searches

We conducted a search of title to the Property on February 28, 2022, which search shows the following registrations against the Property:

PIN Nos. 13243-0378 (LT) and 13243-0269 (LT)

1. Charge in favour of Amercan Corporation registered on April 24, 2017 as instrument No. PR3114761 in the amount of \$1,000,000 (the “**Amercan Charge**”)
2. Charge in favour of Empirical registered on April 11, 2018 as instrument No. PR3308660 in the amount of \$5,500,000 (the “**Empirical Mortgage**”);
3. Assignment of Rents General in favour of Empirical registered on April 11, 2018 as instrument No. PR3308661 (“**Assignment of Rents**”)
4. Postponement from Amercan in favour of Empirical registered on April 11, 2018 as instrument No. PR3308694 (the “**Postponement**”)
5. Notice from Ideal in favour of Amercan dated March 16, 2021 registered as instrument no. PR3799133 (“**March 2021 Notice**”) under which, among other things, the amount of the Amercan Charge was increased to \$1,400,000;
6. Charge in favour of Dragon Holding Global Real Estate Funds Inc. registered on March 16, 2021 as instrument no. PR3799134 in the amount of \$2,300,000 (“**Dragon Holding Mortgage**”); and
7. Caution-Land registered on October 29, 2021 by Syed Muhammed Faruqui Hasan as instrument no. PR3937041 (the “**Caution**”).

OPINIONS WITH RESPECT TO VALIDITY AND PRIORITY OF SECURITY

In our opinion, based on the assumptions and subject to the qualifications set out herein, the Empirical Mortgage grants, by its terms, a valid first-ranking charge on the Property in favour of Empirical.

This review is provided to you in your capacity as court-appointed receiver of the Property pursuant to the order of the Superior Court of Justice (Commercial List) dated January 11, 2022. This letter may not be relied on by any other person without our prior written consent.

Please do not hesitate to contact us if you wish to discuss any of the foregoing.

Yours very truly,
PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

A handwritten signature in blue ink, appearing to read 'Jeffrey Larry', with a stylized flourish at the end.

Jeffrey Larry
JL:ss
Encl.

SCHEDULE "A"**DOCUMENTS REVIEWED**

Documents not defined below shall have the meaning ascribed to them in the body of the security review letter.

1. Loan Proposal from Empirical to Ideal dated February 20, 2018;
2. Letter of Commitment from Empirical to Ideal dated March 26, 2018;
3. Mortgage Amending Agreement among Empirical, Ideal and Shajiraj Nadarajalingam, as guarantor, made November 29, 2019;
4. Empirical Mortgage;
5. Postponement;
6. March 2021 Notice; and
7. Caution.

DOCUMENTS NOT REVIEWED

The following documents have not been reviewed as part of giving this opinion:

1. American Mortgage;
2. Dragon Holding Mortgage; and
3. Assignment of Rents.

SCHEDULE "B"**ASSUMPTIONS**

For the purposes of conducting this review, we have assumed the following:

1. that the signatures on the Documents are genuine and that the Documents submitted to us as photocopies or facsimile copies conform to authentic original Documents, and that all Documents were fully completed prior to execution and delivery;
2. that the Debtor had at all relevant times the necessary status, power and capacity, as applicable, to grant to Empirical the Documents to which it is party and to perform its obligations under each of those Documents;
3. that there are no leases in respect of the Property, thus no outstanding amounts owing to any of the lessees under any leases that could have priority to the Empirical Mortgage;
4. that the Documents were duly authorized, executed and delivered to and in favour of Empirical;
5. that the Documents were provided, as the case may be, to Empirical by the Debtor on the basis of informed consent and advice and for value;
6. that Empirical holds proper evidence of the amount of indebtedness owed to it by the Debtor and the dates on which such indebtedness was incurred;
7. that none of the Documents has been assigned, amended, superseded, released, discharged or otherwise impaired, either in whole or in part;
8. that the Debtor holds legal and beneficial title to the Property and that the Property was, at the time of the granting of the relevant security interest, and is presently, in Ontario;
9. the accuracy and completeness of the descriptions of all property of the Debtor referred to in any Document;
10. that there are no agreements to which the Debtor is a party or was a party at the time of the execution of the Documents which might impair its ability to execute and deliver or grant any of the Documents to which it is a party or to perform any of its obligations thereunder;
11. that none of the Documents, originals or copies which we examined, has been amended (except as set out in this letter), and there are no other agreements or understandings between the parties that would amend, supplement or qualify any provisions of the Documents;

12. that no execution creditor or other person has seized or caused seizure of any asset of the Debtor; and
13. that the public records examined by us in connection with this report were complete and accurate when examined.

SCHEDULE "C"

QUALIFICATIONS

1. We express no opinion with respect to title to any of the personal property charged by the Documents.
2. We express no opinion as to the priority of any security interest created by the Documents as against any statutory liens, charges, deemed trusts, equitable liens or other priorities.
3. We express no opinion as to any security interest created by the Documents with respect to any property of the Debtor that is transformed in such a way that it is not identifiable or traceable or any proceeds of property of the Debtor that are not identifiable or traceable.
4. We express no opinion as to the creation or validity of any charge of, assignment or transfer of or security interest in any of the following property or any interest of the Debtor therein: (i) any policy of insurance or contract of annuity; (ii) any permits, quotas, licenses and other property which is not personal property; and (iii) any property consisting of a receivable, license, approval, privilege, franchise, permit, lease or agreement (collectively, the "Special Property") to the extent that the terms of the Special Property or any applicable law prohibits its assignment or requires as a condition of its assignability, a consent, approval, notice or other authorization or registration which has not been made or given.
5. No opinion is expressed under the terms of this opinion with respect to the laws of any jurisdiction (other than Ontario) to the extent that such laws may govern the validity, perfection, effect of perfection or non-perfection of the security interests created by the Documents as a result of the application of Ontario conflict of law rules.
6. We did not investigate whether, any steps were taken in connection with the registration of the Documents or of any of the interests created thereunder: (i) under the Patent Act (Canada), the Trade-marks Act (Canada), the Industrial Designs Act (Canada), the Integrated Circuit Topography Act (Canada), the Copyright Act (Canada) or the Plant Breeders' Rights Act (Canada); (ii) in respect of any vessel which is registered or recorded under the Canada Shipping Act (Canada); (iii) in respect of any rolling stock to which the provisions of the Canada Transportation Act (Canada) or the Shortline Railways Act (Ontario) may apply; or (iv) under the Financial Administration Act (Canada).
7. Provisions of the Document which purport to exculpate any secured party from liability for its acts or which purport to confirm the continuance of

obligations notwithstanding any act or omission or other matter are subject to the discretion of an Ontario Court.

8. An Ontario Court may decline to enforce the rights of indemnity and contribution potentially available under the Documents to the extent that they are found to be contrary to equitable principles or public policy.
9. An Ontario Court may decline to enforce those provisions of the Documents which purport to allow a determination, calculation or certificate of a party thereto as to any manner provided for therein to be final, conclusive and binding upon any other party thereto if such determination is found to be inaccurate on its face or to have been reached or made on an arbitrary or fraudulent basis.
10. Wherever any matter or thing is to be determined or done in the discretion of any secured party, such discretion may be required to be exercised in a commercially reasonable manner and in good faith.
11. With respect to the charge of, or transfer or pledge or assignment of, or the granting of a security interest in, any account or like personal property pursuant to the Documents, notice may have to be given to the obligor thereunder and the secured creditors may be subject to the equities between the obligor and the grantor of the security interest in the event that it wishes to enforce any such account or like personal property as against the obligor under such account or like personal property.
12. Powers of attorney contained in any of the Documents, although expressed to be irrevocable, may in some circumstances be revoked, including without limitation, pursuant to the Substitute Decisions Act (Ontario).
13. Pursuant to section 8 of the Interest Act (Canada), no fine, penalty or rate of interest may be exacted on any arrears of principal or interest secured by a mortgage on real property that has the effect of increasing the charge on the arrears beyond the rate of interest payable on principal money not in arrears.

SCHEDULE "D"**SUMMARY OF SECURITY SEARCHES AGAINST IDEAL (WC)
DEVELOPMENTS INC.****A. Personal Property Security Act (Ontario)**

(File Currency: February 27, 2022)

1. Secured Party: Empirical Capital Corp.

Collateral Classification: Inventory, Equipment, Accounts, Other

General Collateral Description: Property used in connection with the ownership, development or use or disposition of the lands and premises known as 6532 and 6544 Winston Churchill Blvd. Mississauga, Ontario

Registration No.: 20180411 1303 1862 0390

File No. 738153099

Registration Date: April 11, 2018

Registration Period: 4 Years

Expiry Date: April 11, 2022

2. Secured Party: Empirical Capital Corp.

Collateral Classification: accounts, other

General Collateral Description: General Assignment of Rents used in connection with the ownership, development or use or disposition of the lands and premises known as 6532 and 6544 Winston Churchill Blvd., Mississauga, Ontario

Registration No.: 20180411 1304 1862 0381

File No. 738153126

Registration Date: April 11, 2018

Registration Period: 4 Years

Expiry Date: April 11, 2022

B. Bank Act (Ontario)

Date of Search: February 28, 2022

CLEAR

C. Official Receiver (Bankruptcy)

Date of Search: February 28, 2022

CLEAR

D. Executions: Ontario

Date of Search: February 28, 2022

CLEAR

SCHEDULE "E"

LEGAL DESCRIPTION OF REAL PROPERTY

PIN: 13243-0378 (LT)

**Part Lot 9 Concession 11 (New Survey) Trafalgar, Designated as Part 1,
Plan 43R37427; City of Mississauga**

PIN: 13243 – 0269 (LT)

**PCL BLOCK 19-1, SEC 43M932; BLK 19, PL 43M932;
City of Mississauga**

Doc 4152213 v1

**RSM Canada Limited
Court Appointed Receiver of
6532 and 6544 Winston Churchill Boulevard,
Mississauga, Ontario**

**Interim Statement of Receipts and Disbursements
For the period January 11, 2022 to February 28, 2022**

Receipts		
Advance from Secured Lender (1)	\$	10,000
Total Receipts	\$	<u>10,000</u>
Disbursements		
Insurance	\$	2,100
OSB fee/Ascend license		348
Security/site inspections		650
Miscellaneous		88
HST/PST Paid		300
Total Disbursements	\$	<u>3,486</u>
Excess of Receipts over Disbursements	\$	<u>6,514</u>

Notes:

- (1) Funding advanced by the secured lender, Empirical Capital Corp., secured by Receiver Certificate No. 1.

*This Appendix forms part of the First Report of the Receiver dated
March 1, 2022 and should only be read in conjunction therewith.*

Court File No. CV-21-00672628-00CL

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

BETWEEN:

EMPIRICAL CAPITAL CORP.

Applicant

- and -

IDEAL (WC) DEVELOPMENTS INC.

Respondent

**AFFIDAVIT OF DANIEL WEISZ
(Sworn March 1, 2022)**

I, **DANIEL WEISZ**, of the City of Vaughan, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Senior Vice-President of RSM Canada Limited (“**RSM**”) 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 of the Ontario Superior Court of Justice dated January 11, 2022, RSM Canada Limited was appointed as receiver (the “**Receiver**”) over the lands and premises known municipally as 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario.

3. Attached hereto and marked as Exhibit "A" to this my affidavit are copies of invoices (the "Invoices") issued by RSM for fees and disbursements incurred by the Receiver in respect of these proceedings for the period November 10, 2021 to February 28, 2022 (the "Period"). The total fees charged for the Period are \$49,806.50 plus HST of \$6,474.85 for a total of \$56,281.35. The average hourly rate charged during the Period was \$543.15.

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


5. Attached hereto and marked as Exhibit "B" is a schedule summarizing the Invoices in Exhibit "A", the total billable hours charged, the total fees charged and the average hourly rate charged.

6. I make this affidavit in support of a motion for an Order approving the Receiver's fees and disbursements and for no other or improper purpose.

SWORN BEFORE ME remotely by)
Daniel Weisz, stated as being located at the)
City of Vaughan in the Province of Ontario,)
before me at the City of Toronto in the)
Province of Ontario, on March 1, 2022,)
in accordance with O. Reg 431/20,)
Administering Oath or Declaration Remotely)



DANIEL WEISZ



A Commissioner, etc.

Bryan Allan Tannenbaum,
a Commissioner, etc., Province of Ontario, for
RSM Canada LLP and RSM Canada Limited.
Expires February 4, 2024.

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF DANIEL WEISZ SWORN REMOTELY
BEFORE ME THIS 1st DAY OF MARCH, 2022**



A Commissioner, etc.

Bryan Allan Tannenbaum,
a Commissioner, etc., Province of Ontario, for
RSM Canada LLP and RSM Canada Limited.
Expires February 4, 2024.



GST/HST: 80784 1440 RT 0001

076

RSM CANADA LIMITED
Licensed Insolvency Trustee
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

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

www.rsmcanada.com

To RSM Canada Limited
Court-Appointed Receiver of
6532 & 6544 Winston Churchill Boulevard, Mississauga, ON
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date February 8, 2022

Client File 8363973

Invoice 1

No. 6560069

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-Appointed Receiver of 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario (the "**Property**") for the period November 10, 2021 to January 31, 2022.

Date	Professional	Description
11/10/2021	Daniel Weisz	Discussion with W. Greenspoon-Soer of Garfinkle Biderman LLP re consideration to appoint a Receiver
11/16/2021	Daniel Weisz	Prepare for and discussion with A. Strahl of Empirical Capital Corp. ("Empirical") re status of the Property and pending application for the appointment of a Receiver; review draft notice of application; receivership order and consent.
11/17/2021	Daniel Weisz	Further review of draft documents; email to W. Greenspoon-Soer re same; email to A. Strahl re information relating to the Property.
11/18/2021	Daniel Weisz	Preliminary review of information provided by Empirical.
11/24/2021	Daniel Weisz	Review draft affidavit and email to W. Greenspoon-Soer re same.
12/15/2021	Daniel Weisz	Attend scheduling case conference before Justice McEwen.
12/16/2021	Daniel Weisz	Review emails between B. Wong and Moreau Property Services ("Moreau") and discussion with B. Wong re same; review emails between HUB International Insurance Brokers ("HUB") and B. Wong.
1/5/2022	Daniel Weisz	Discussion with W. Greenspoon-Soer re receivership application next week; read factum of the applicant.
1/10/2022	Brenda Wong	Email to Moreau re securing the Property and weekly inspections; prepare list of information to be requested from Ideal (WC) Developments Inc. ("Ideal" or the "Debtor").
1/10/2022	Daniel Weisz	Exchange emails with W. Greenspoon-Soer re court application tomorrow; review email from B. Wong and reply thereto.
1/11/2022	Brenda Wong	Email HUB to bind insurance coverage; email Moreau to confirm receivership appointment and instruct it to secure the fencing; update list of information to be requested from the Debtor and send email to the Debtor; prepare letter to

February 8, 2022

Invoice 1

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Date	Professional	Description
		open a new trust account and send to BMO Bank of Montreal ("BMO"); prepare webpage introduction; update Service List; prepare summary of projected disbursements re the Property.
1/11/2022	Daniel Weisz	Prepare for and attend virtual court hearing re application for the appointment of a Receiver; review draft letter to the Debtor and provide comments to B. Wong; review emails re securing the Property and insurance; email to A. Strahl; review numerous emails between W. Greenspoon-Soer and counsel for various lot buyers; review and sign documentation re the Receiver's bank account.
1/12/2022	Brenda Wong	Review emails from W. Greenspoon-Soer; update Service List.
1/12/2022	Daniel Weisz	Review documents; email to W. Greenspoon-Soer re various matters; review documentation to be signed re registering Order on title, update, sign and return to W. Greenspoon-Soer; review email from counsel to the Debtor re correspondence from Tarion and email to W. Greenspoon re same.
1/13/2022	Brenda Wong	Draft update memo to the Lender; review emails from counsel.
1/13/2022	Daniel Weisz	Discussion with W. Greenspoon-Soer re various matters; review correspondence with Tarion; review draft update to the lender and email to B. Wong re same; review statements of claim against the Debtor; finalize lender update and send; preliminary review of buyer agreements of purchase and sale received.
1/14/2022	Brenda Wong	Review and respond to emails from BMO re setting up a new account; follow up with Moreau re fencing; start preparing notice pursuant to Section 245 of the Bankruptcy and Insolvency Act ("S. 245 Notice").
1/14/2022	Daniel Weisz	Review court order; email to W. Greenspoon-Soer re email from Friedmans; review and sign document re opening of bank account; review results of PPSA search and title search; review of emails.
1/16/2022	Brenda Wong	Review title search and PPSA reports and correspondence from counsel and update creditor list for S.245 Notice mailing.
1/17/2022	Daniel Weisz	Review draft S.245 Notice and mailing list and email to B. Wong re same; exchange various emails with W. Greenspoon-Soer re various matters.
1/17/2022	Brenda Wong	Send follow-up email to the Debtor re the Receiver's information request; email to BMO to request correction in account set-up; prepare wire transfer instruction sheet; review updated Service List and arrange for posting to the Receiver's webpage; make edits to S.245 Notice creditors list.
1/18/2022	Daniel Weisz	Review email from B. Wong re property taxes and respond thereto; email to W. Greenspoon-Soer re status of property taxes; review letter from A. Shaikh, draft response thereto and exchange emails with W. Greenspoon-Soer re same and finalize response; review updated service list; email to Empirical re advance of funds to the Receiver; preliminary review of information provided by the Debtor with respect to the Property; discussion with B. Wong re information received; discussion with W. Greenspoon-Soer re sales process; draft confidentiality agreement and forward to W. Greenspoon-Soer for comments; review W. Greenspoon-Soer correspondence to A. Shaikh.
1/18/2022	Brenda Wong	Obtain and review City of Mississauga Property information; review correspondence from A. Shaikh to the Receiver and proposed response;

February 8, 2022

Invoice 1

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Date	Professional	Description
		download and review information provided by the Debtors; update creditors list.
1/18/2022	Daniel Weisz	Review W. Greenspoon-Soer comments on draft confidentiality agreement.
1/19/2022	Brenda Wong	Email to D. Nishimura re preparation for S.245 Notice mailing; prepare draft email to be sent to request listing proposals and emails with D. Weisz re information to be provided; prepare documentation and submit HUB invoice for payment; update estimate of cash requirements; approve payment of invoice; review information provided by the Debtor and emails to the Debtor re same; call and email to fence rental company; make additional changes to the S.245 Notice.
1/19/2022	Daniel Weisz	Review emails re documentation provided; prepare Receiver certificate and email to A. Strahl re same; review updated S.245 Notice and list of creditors; review draft email to requesting listing proposals and email to B. Wong regarding same.
1/19/2022	Donna Nishimura	Prepare cheque requisition for payment of invoice and submit for payment; prepare labels for S.245 Notice mailing.
1/19/2022	Anne Baptiste	Post receipt.
1/20/2022	Brenda Wong	Review emails from D. Weisz re S.245 Notice and listing proposals; call with D. Weisz re status; make changes to S.245 Notice and creditors list; send emails to brokers to request listing proposals, review NDAs and send response with additional information; prepare draft response to brokers; prepare draft update to the lender.
1/20/2022	Daniel Weisz	Review W. Greenspoon-Soer comments re confidentiality agreement, update and finalize form of confidentiality agreement, discussion with B. Wong on various matters; review and update follow up email to be provided to listing brokers; review and sign S.245 Notice and review updated list of creditors and email to B. Wong re same; process electronic payment; review email from W. Greenspoon-Soer re request from A. Herschorn and email to W. Greenspoon-Soer re same; discussion with W. Greenspoon-Soer; review draft letter to A. Herschorn and provide comments; review email from realtors; review correspondence between J. Hamilton and W. Greenspoon-Soer.
1/21/2022	Brenda Wong	Review NDA sign back and email additional information to listing broker.
1/21/2022	Daniel Weisz	Review and update lender update and finalize; exchange emails with A. Strahl regarding same; exchange emails with W. Greenspoon-Soer re Receiver's report to court.
1/21/2022	Anne Baptiste	Post disbursement.
1/24/2022	Brenda Wong	Review email correspondence; email to Ideal re APS with buyers of lots and copies of notices to home buyers; start drafting first report; call from a realtor re questions on the Property, review email re additional information request and project information provided by Ideal.
1/24/2022	Daniel Weisz	Review email from potential purchaser and respond thereto; review of emails; respond to question re sales process.
1/24/2022	Donna Nishimura	Fax S.245 Notice and Court Order to the Office of the Superintendent of Bankruptcy ("OSB").

February 8, 2022

Invoice 1

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Date	Professional	Description
1/25/2022	Brenda Wong	Discussion with D. Weisz re information to be provided to broker; email additional information to a realtor; email the Debtor to request additional information; continue preparing draft report; review invoice from Moreau and email re disbursements to be billed and payment information.
1/25/2022	Daniel Weisz	Discussion with B. Wong re information requested by a realtor; discussion with W. Greenspoon-Soer re the service list and the request for proposals; exchange emails with B. Wong re enquiry from D. Nunes of DLA Piper Canada LLP; review updated service list; process electronic payment.
1/25/2022	Anne Baptiste	Post disbursement.
1/26/2022	Brenda Wong	Review email from a realtor requesting additional information and discuss with D. Weisz, gather additional information and respond to the realtor; discussion with D. Nunes re prospective purchaser.
1/26/2022	Daniel Weisz	Discussion with B. Avula re status of receivership; email to B. Avula; review email from a realtor and discussion with B. Wong re same; review email from A. Strahl and reply thereto.
1/27/2022	Brenda Wong	Email to the Debtor to follow up on outstanding information; review and respond to email from a creditor.
1/27/2022	Daniel Weisz	Review letter from Minden Gross LLP and draft reply thereto and email to W. Greenspoon-Soer re same.
1/31/2022	Brenda Wong	Review and respond to email from Dragon Holdings; call from unsecured creditor inquiring re process.
1/31/2022	Donna Nishimura	Prepare cheque requisition and remittance form for OSB filing fee.
1/31/2022	Daniel Weisz	Review email from B. Wong and reply thereto; email to W. Greenspoon-Soer re status of information request to Ideal; exchange emails with the Office of the Superintendent of Bankruptcy re revised Certificate of Filing Receivership; discussion with W. Greenspoon-Soer re information request to Ideal.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

February 8, 2022
 Invoice 1
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FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	25.1	\$ 595	14,934.50
Brenda Wong, CIRP, LIT	Senior Manager	16.3	\$ 485	7,905.50
Anne Baptiste/Donna Nishimura	Estate Administrator	1.7	\$ 110	187.00
Total hours and professional fees		<u>43.1</u>		\$ 23,027.00
HST @ 13%				2,993.51
Total payable				\$ 26,020.51

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.
 RSM Canada Limited



GST/HST: 80784 1440 RT 0001

081

RSM CANADA LIMITED
Licensed Insolvency Trustee
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

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

www.rsmcanada.com

To RSM Canada Limited
Court-Appointed Receiver of
6532 & 6544 Winston Churchill Boulevard, Mississauga, ON
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date March 1, 2022

Client File 8363973

Invoice 2

No.

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-Appointed Receiver of 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario (the "**Property**") for the period February 1, 2022 to February 28, 2022.

Date	Professional	Description
2/1/2022	Brenda Wong	Review email from Ideal (WC) Developments Inc. ("Ideal" or the "Debtor") re answers to Receiver's questions and respond to Avison Young ("Avison") re its outstanding questions; download information provided by Ideal, review same and prepare summary of buyer information; review email from W. Greenspoon-Soer of Garfinkle Biderman LLP ("Garfinkle"); email to W. Greenspoon-Soer re email received from mortgagee.
2/1/2022	Daniel Weisz	Review documents provided by the Debtor and discussion with B. Wong on same; review schedule prepared by B. Wong.
2/2/2022	Brenda Wong	Review Super Save Fence Rentals Inc. ("Super Save") rental agreement and email Super Save re questions on same; review Avison listing proposal; review CBRE listing proposal.
2/2/2022	Daniel Weisz	Review email from A. Strahl of Empirical Capital Corp. ("Empirical") and respond thereto; review Avison listing proposal and review and update summary of listing proposals; preliminary review of CBRE and Cushman & Wakefield ("C&W") listing proposals.
2/2/2022	Echa Odeh	Draft correspondence to Canada Revenue Agency ("CRA") to open HST account for the receivership.
2/3/2022	Brenda Wong	Review C&W listing proposal and update summary, discussion with D. Weisz and W. Greenspoon-Soer re same; review draft letter to CRA; conference call with representatives of the secured lender, W. Greenspoon-Soer and D. Weisz re listing proposals; prepare draft listing agreement and confidentiality agreement.
2/3/2022	Daniel Weisz	Review listing proposals of CBRE and C&W; review and update summary of listing proposals; discussion with B. Wong re listing proposals received; conference call with W. Greenspoon-Soer and B. Wong re listing proposals

Date	Professional	Description
		received; exchange emails with A Strahl re update call being scheduled; prepare for and attend conference call with representatives of the secured lender, W. Greenspoon-Soer and B. Wong; subsequent discussions with B. Wong and W. Greenspoon-Soer.
2/3/2022	Echa Odeh	Finalize letter to CRA and fax to CRA.
2/4/2022	Brenda Wong	Respond to call from Super Save; prepare draft agreement of purchase and sale (the "APS") re the Property.
2/4/2022	Daniel Weisz	Review draft listing agreement and confidentiality agreement, update and forward to A. Brown of Garfinkle; discussion with J. Larry of Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland") re the status of the receivership; review contract re fencing and email to B. Wong re same.
2/7/2022	Daniel Weisz	Prepare for and attend conference call with K. Avison, B. Sykes and B. Wong; review draft APS and update; review summary of activities and update.
2/7/2022	Brenda Wong	Call with D. Weisz and Avison; review summary of activities; make updates to the draft report; review changes to draft APS.
2/8/2022	Brenda Wong	Make edits to draft APS; emails to brokers re listing proposals; send listing agreement to Avison for review, make edits and resend; make updates to draft report.
2/8/2022	Daniel Weisz	Prepare for and discussion with A. Brown re the draft listing agreement and confidentiality agreement; discussion with B. Wong re the Receiver's report to the court; email to Garfinkle enclosing draft form of APS; discussion with home buyer; begin review and edit of the Receiver's first report.
2/8/2022	Donna Nishimura	Prepare cheque requisition and submit invoice for payment.
2/9/2022	Brenda Wong	Respond to inquiry re sale of the Property; review Moreau Property Services invoice re January inspections and submit for payment; call with D. Weisz and home buyer re questions on receivership; review D. Weisz changes to draft report.
2/9/2022	Daniel Weisz	Work on report to court; prepare for and attend conference call with home buyers and B. Wong; discussion with W. Greenspoon-Soer re Receiver's report to Court and application to court to be made.
2/10/2022	Brenda Wong	Review listing proposals in advance of call with broker; respond to inquiry re the sale of the Property; review changes to draft report; review email from creditor requesting to be added to the Service List and email to Garfinkle re same; call with D. Weisz and broker re listing proposal; prepare report appendices.
2/10/2022	Daniel Weisz	Process electronic payment, review and update report to court, discussion with J. Larry re application to court; email to W. Greenspoon-Soer; email to J. Larry re same.
2/11/2022	Daniel Weisz	Review emails, preliminary review of draft documents.
2/13/2022	Anne Baptiste	Prepare bank reconciliation.
2/14/2022	Anne Baptiste	Post disbursement.
2/14/2022	Daniel Weisz	Discussion with J. Larry re matters relating to obtaining a court date; review emails relating to same.

Date	Professional	Description
2/15/2022	Daniel Weisz	Review files and update report to the court.
2/16/2022	Brenda Wong	Review D. Weisz changes to report and made additional edits; review invoice for payment and follow up re outstanding January invoice for fence rental.
2/16/2022	Daniel Weisz	Review and update report.
2/17/2022	Brenda Wong	Review and respond to email from Dragon Holding Global Real Estate Funds Inc. ("Dragon Holdings"); review email correspondence from Avison and Paliare Roland.
2/17/2022	Daniel Weisz	Review email from F. Wang of Dragon Holding and discussion with B. Wong regarding same; exchange emails with Paliare Roland regarding the date for the Receiver's court application; prepare lender update and send; exchange emails with K. Avison with respect to the sale process; review emails re court date; review email from A. Slavens of Torys LLP and email to W. Greenspoon-Soer re same.
2/18/2022	Daniel Weisz	Exchange emails with J. Larry re date set for court application; conference call with A. Slavens and W. Greenspoon-Soer; preliminary review of J. Larry comments re draft report.
2/22/2022	Brenda Wong	Review Paliare Roland comments on draft report and make additional edits; follow up with Super Save re EFT instructions; respond to inquiry from D. Nunes of DLA Piper Canada LLP; discussion with D. Weisz and J. Larry re draft report; email to Ideal to request accounting for home buyers' deposits.
2/22/2022	Daniel Weisz	Prepare for and attend conference call with B. Wong and J. Larry to discuss the Receiver's draft report to the court; email to W. Greenspoon-Soer; review and update report to the court.
2/23/2022	Daniel Weisz	Review updated report, prepare for and attend call with F. Wang and B. Wong; email to W. Greenspoon-Soer re same; telephone discussion with a home buyer.
2/23/2022	Brenda Wong	Review changes to draft report; prepare statement of receipts and disbursements and report appendices; discussion with F. Wang and D. Weisz.
2/24/2022	Brenda Wong	Prepare cheque requisition for payment of fence rental invoices; respond to email inquiries re the receivership proceedings; review email correspondence re various matters.
2/24/2022	Daniel Weisz	Review updated report and email to J. Larry re same; review statement of account issued by Garfinkle; discussion with a home buyer.
2/25/2022	Daniel Weisz	Review J. Larry comments re draft report; email to W. Greenspoon-Soer.
2/28/2022	Brenda Wong	Check report to source documents and make edits/updates to the report; call with J. Larry, W. Greenspoon-Soer and D. Weisz re status.
2/28/2022	Daniel Weisz	Review file, draft email to W. Greenspoon-Soer and J. Larry re report to court and communications with home buyers; prepare for and attend conference call with W. Greenspoon-Soer, J. Larry and B. Wong to discuss the status of the receivership; review, update and send email to two home buyers who had contacted the Receiver; review and update report to court; exchange emails with A. Slavens; review draft security opinion and email to J. Larry re same; review Garfinkle fee affidavit; update report.

March 1, 2022
 Invoice 2
 Page 4

Date	Professional	Description
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	31.6	\$ 595	\$ 18,802.00
Brenda Wong, CIRP, LIT	Senior Manager	16.1	\$ 485	7,808.50
Echa Odeh	Senior Manager	0.5	\$ 250	125.00
Anne Baptiste/Donna Nishimura	Estate Administrator	0.4	\$ 110	44.00
Total hours and professional fees		<u>48.6</u>		\$ 26,779.50
HST @ 13%				3,481.34
Total payable				\$ 30,260.84

VISA/MASTERCARD

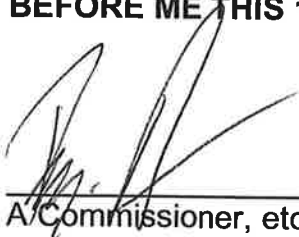
Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.
 RSM Canada Limited

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF DANIEL WEISZ SWORN REMOTELY
BEFORE ME THIS 1st DAY OF MARCH, 2022**



A/Commissioner, etc.

Bryan Allan Tannenbaum,
a Commissioner, etc., Province of Ontario, for
RSM Canada LLP and RSM Canada Limited.
Expires February 4, 2024.

**In the Matter of the Receivership of
6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario**

**Summary of Receiver's Fees
For the Period November 10, 2021 to February 28, 2022**

Invoice Date	Period	Hours	Fees	HST	Total	Average Hourly Rate
8-Feb-22	November 10, 2021 to January 31, 2022	43.1	\$ 23,027.00	\$ 2,993.51	\$ 26,020.51	\$ 534.27
1-Mar-22	February 1 to 28, 2022	48.6	26,779.50	3,481.34	30,260.84	551.02
Total		91.7	\$ 49,806.50	\$ 6,474.85	\$ 56,281.35	\$ 543.15

EMPIRICAL CAPITAL INC.

Applicant**-and-**

Court File No. CV-21-00672628-00CL

IDEAL (WC) DEVELOPMENTS INC.

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF DANIEL WEISZ

RSM CANADA LIMITED

Licensed Insolvency Trustee
11 King Street West, Suite 700, Box 27
Toronto, ON M5H 4C7
Tel: 416-480-0160
Fax: 416-480-2646

Daniel Weisz, Lic # 1889

Tel: 416-646-8778
daniel.weisz@rsmcanada.com

Court-appointed Receiver of 6532 & 6544
Winston Churchill Boulevard, Mississauga,
Ontario

Court File No. CV-21-00672628-00CL

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

B E T W E E N:

EMPIRICAL CAPITAL CORP.

Applicant

-and-

IDEAL (WC) DEVELOPMENTS INC.

Respondent

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

AFFIDAVIT OF WENDY GREENSPOON-SOER

I, Wendy Greenspoon-Soer, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Partner at the law firm Garfinkle Biderman LLP, and I have personal knowledge of the matters to which I hereinafter refer.
2. Pursuant to the Order of the Honourable Madam Justice Dietrich dated, 11th day of January 2022 (the "Appointment Order"), RSM Canada Limited was appointed as the receiver (the "Receiver") without security, over the lands and premises known municipally as 6532 & 6544 Winston Churchill Boulevard, Mississauga, Ontario.
3. Pursuant to the Appointment Order, Garfinkle Biderman has provided services to and incurred disbursements on behalf of the Receiver. The detailed invoice attached hereto and marked as Exhibit "A" (the "Dockets") set out Garfinkle Biderman's fees and disbursements from

January 12, 2022 to February 22nd, 2022. The Dockets describe the services provided and the amounts charged by Garfinkle Biderman.

4. The following is a summary of the professionals whose services are reflected in the Dockets, including hourly rates, fees billed, hours billed, and the average hourly rate charged by Garfinkle Biderman. The hourly rates charged are the usual hourly rates charged by Garfinkle Biderman for the listed professionals.

Professional	Hourly Rate	Hours Billed	Fees Billed
Wendy Greenspoon-Soer	\$625.00/hr and \$650.00/hr	24.90	\$15,840.00
	(\$625.00 – January 12 th to January 29 th , 2022)	(13.80)	(\$8,625.00)
	(\$650.00 from January 29 th , 2022, to date)	(11.10)	(\$7,215.00)
Lana Borenstein	\$175.00/hr	10.10	\$1,767.50

5. Inclusive of HST and disbursements, the total amount of the Dockets is \$20,350.63.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 28th day of February 2022


Commissioner for Taking Affidavits


Wendy Greenspoon Soer

090

This is Exhibit "A" referred to in the affidavit of Wendy Greenspan-Siv sworn before me, this 28th day of February 2022.

[Signature]

A COMMISSIONER FOR TAKING AFFIDAVITS

ACCOUNT

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

Account Name	Receivership of 6532 and 6544 Winston Churchill Blvd.		
Your Ref		Invoice No.	INV01-2283
Our Ref	13/MAT63794/12859002	Date	24 Feb 2022
Account No.	MAT63794/CNT12813	Page	1 of 7


Date	Description	FE	Time	Amount excl. HST
TO PROFESSIONAL SERVICES RENDERED with respect to the above matter				
24 Feb 22	To our fees for professional services rendered for period 2022-01-12 to 2022-02-24 which attendances include: E-Mail to and from Danny; Prepare: Registration of Order documents and email Danny; Letter To Shillington for Tarion; Miscellaneous: Register Court Order / Email RSM; E-Mail from Friedmans re: Tarion; E-Mail to Receiver re: Friedman's email; Letter To Tarion's counsel; E-Mail from Shillington re: Tarion; E-Mail from Weisz re: Tarion; E-Mail to Friedmans re: Tarion; Telephone Call To Danny re: update and next steps; E-Mail to Nadler and Judy; Telephone Call To Danny / Order tax searches; E-Mail from Weisz / Review amended Claim; E-Mail to Sarah; E-Mail from Weisz / Email to Herschom; E-Mail from and to Nadler; Miscellaneous: Order searches / Emails with Brenda; Miscellaneous: Update from Receiver - Report; E-Mail from Empirical; E-Mail to Empirical; Miscellaneous re: various searches; E-Mail from Weisz and Empirical; E-Mail Receiver's expenses; E-Mail search results to Receiver; E-Mail from Danny; E-Mail from and to Stephen; E-Mail form Slavens / Revise Service list; E-Mail to Slavens; E-Mail to Receiver; E-Mail to all counsel; E-Mail from and to Danny re: Kluge; E-Mail form Receiver re: mailing lists; Telephone Call From Adam Slavens; E-Mail to Danny re: Slavens; E-Mail form Weisz; E-Mail to Adam re: buyers; E-Mail from Slaven re: Tarion; E-Mail to Danny re: Tarion info; E-Mail from and to Danny / Review Shaikh letter and response; Letter From Shaikh / Review claim / Letter to Shaikh; E-Mail from and to Weisz re: searches; E-Mail from Receiver to Empirical re:	13	24.90	\$ 15,840.00
24 Feb 22	To our fees for professional services rendered for period 2022-01-12 to 2022-02-24 which attendances include: Reviewing Document: Review organization of Ideal document delivery; Reviewing Document: Review and organization of ___ document delivery; Research: Insolvency research; Reviewing Document: APS, additional client documents; Research: Insolvency research/disclaimer; Research: Research re disclaiming APS, reviewing client documents and APS; Research / Document Preparation: Finding re disclaiming APS for factum; Document Preparation: Drafting Disclaiming law for Factum; Letter To Client: Case law re disclaiming APS	71	10.10	\$ 1,767.50
	TOTAL FEES			\$ 17,607.50
DISBURSEMENTS				
13 Jan 22	Teraview Registrations - Taxable-E-REG-1/12/22			\$ 77.35
13 Jan 22	Transaction Levy: Litigation			\$ 100.00

Account No.	MAT63794/CNT12813	Invoice No.	INV01-2283	Date	24 Feb 2022	Page	091	2 of 7
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Date	Description	FE	Time	Amount excl. HST
14 Jan 22	Tax Certificate			\$ 55.00
17 Jan 22	Teranet Searches - Taxable 01/14/22			\$ 72.30
18 Jan 22	Searches/PPSA/Filing fees-Taxable 01/14/22			\$ 13.25
18 Jan 22	Tax Certificate			\$ 55.00
04 Feb 22	Xerox-02/03/22-(116)			\$ 29.00
	TOTAL DISBURSEMENTS			\$ 401.90
	TOTAL FEES AND DISBURSEMENTS			\$ 18,009.40
	TOTAL HST @ 13.00%			\$ 2,341.23
	TOTAL DUE ON THIS INVOICE			\$ 20,350.63

Balances		Total Due
A/R	\$ 20,350.63	Outstanding Invoices \$ 0.00
Trust	\$ 0.00	Invoice Amount \$ 20,350.63
Investment Trust	\$ 0.00	Sub Total \$ 20,350.63
		Less Available Trust \$ 0.00
		Total Account Balance \$ 20,350.63

Garfinkle Biderman LLP



Wendy Greenspoon-Soer (13)

Account No.	MAT63794/CNT12813	Invoice No.	INV01-2283	Date	24 Feb 2022	Page	092	3 of 7
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ANNEXURE

Date	Description	Time	Amount
12 Jan 22	E-Mail to and from Danny	0.10	\$ 62.50
12 Jan 22	Prepare: Registration of Order documents and email Danny	0.40	\$ 250.00
12 Jan 22	Letter To Shillington for Tarion	0.20	\$ 125.00
12 Jan 22	Miscellaneous: Register Court Order / Email RSM	0.20	\$ 125.00
12 Jan 22	E-Mail from Friedmans re: Tarion	0.10	\$ 62.50
12 Jan 22	E-Mail to Receiver re: Friedman's email	0.10	\$ 62.50
12 Jan 22	Letter To Tarion's counsel	0.30	\$ 187.50
13 Jan 22	E-Mail from Shillington re: Tarion	0.10	\$ 62.50
13 Jan 22	E-Mail from Weisz re: Tarion	0.10	\$ 62.50
13 Jan 22	E-Mail to Friedmans re: Tarion	0.10	\$ 62.50
13 Jan 22	Telephone Call To Danny re: update and next steps	0.20	\$ 125.00
13 Jan 22	E-Mail to Nadler and Judy	0.10	\$ 62.50
13 Jan 22	Telephone Call To Danny / Order tax searches	0.30	\$ 187.50
13 Jan 22	E-Mail from Weisz / Review amended Claim	0.10	\$ 62.50
13 Jan 22	E-Mail to Sarah	0.10	\$ 62.50
13 Jan 22	E-Mail from Weisz / Email to Herschorn	0.10	\$ 62.50
13 Jan 22	E-Mail from and to Nadler	0.10	\$ 62.50
13 Jan 22	Miscellaneous: Order searches / Emails with Brenda	0.20	\$ 125.00
13 Jan 22	Miscellaneous: Update from Receiver - Report	0.20	\$ 125.00
13 Jan 22	E-Mail from Empirical	0.10	\$ 62.50
13 Jan 22	E-Mail to Empirical	0.10	\$ 62.50
14 Jan 22	Miscellaneous re: various searches	0.10	\$ 62.50
14 Jan 22	E-Mail from Weisz and Empirical	0.10	\$ 62.50
14 Jan 22	E-Mail Receiver's expenses	0.10	\$ 62.50
14 Jan 22	E-Mail search results to Receiver	0.10	\$ 62.50
14 Jan 22	E-Mail from Danny	0.10	\$ 62.50
14 Jan 22	E-Mail from and to Stephen	0.10	\$ 62.50
17 Jan 22	E-Mail form Slavens / Revise Service list	0.20	\$ 125.00
17 Jan 22	E-Mail to Slavens	0.10	\$ 62.50
17 Jan 22	E-Mail to Receiver	0.10	\$ 62.50
17 Jan 22	E-Mail to all counsel	0.20	\$ 125.00
17 Jan 22	E-Mail from and to Danny re: Kluge	0.10	\$ 62.50
17 Jan 22	E-Mail form Receiver re: mailing lists	0.10	\$ 62.50
17 Jan 22	Telephone Call From Adam Slavens	0.40	\$ 250.00
17 Jan 22	E-Mail to Danny re: Slavens	0.10	\$ 62.50
17 Jan 22	E-Mail form Weisz	0.10	\$ 62.50
17 Jan 22	E-Mail to Adam re: buyers	0.10	\$ 62.50
18 Jan 22	Reviewing Document: Review organization of Ideal document delivery	2.00	\$ 350.00

Account No.	MAT63794/CNT12813	Invoice No.	INV01-2283	Date	24 Feb 2022	093 Page	4 of 7
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Date	Description	Time	Amount
18 Jan 22	E-Mail from Slaven re: Tarion	0.10	\$ 62.50
18 Jan 22	E-Mail to Danny re: Tarion info	0.10	\$ 62.50
18 Jan 22	E-Mail from and to Danny / Review Shaikh letter and response	0.30	\$ 187.50
18 Jan 22	Letter From Shaikh / Review claim / Letter to Shaikh	0.40	\$ 250.00
18 Jan 22	E-Mail from and to Weisz re: searches	0.20	\$ 125.00
18 Jan 22	E-Mail from Receiver to Empirical re: funding	0.10	\$ 62.50
18 Jan 22	E-Mail form Empirical re: funding	0.10	\$ 62.50
18 Jan 22	E-Mail from Ideal	0.10	\$ 62.50
18 Jan 22	Revise Document: Letter to Shaikh	0.10	\$ 62.50
18 Jan 22	Telephone Call From and to Danny	0.20	\$ 125.00
18 Jan 22	Miscellaneous: Review and revise NDA / Emails with Receiver	0.30	\$ 187.50
18 Jan 22	Miscellaneous: Update service list and review P's list / Instruct	0.20	\$ 125.00
19 Jan 22	E-Mail from and to Weisz re: Certificate	0.10	\$ 62.50
19 Jan 22	Miscellaneous emails re: Empirical Advance	0.10	\$ 62.50
19 Jan 22	Miscellaneous emails - Ideal and Receiver re: doc production	0.20	\$ 125.00
19 Jan 22	Miscellaneous re: tax searches	0.10	\$ 62.50
19 Jan 22	E-Mail from Danny re: APSs	0.10	\$ 62.50
19 Jan 22	Miscellaneous: Receiver's Certificate	0.10	\$ 62.50
19 Jan 22	Telephone Call From Ali Shaikh	0.10	\$ 62.50
19 Jan 22	E-Mail from Receiver re: update	0.10	\$ 62.50
19 Jan 22	Reviewing Document: Review and organization of ___ document delivery	0.70	\$ 122.50
20 Jan 22	E-Mail from Hamilton	0.10	\$ 62.50
20 Jan 22	Miscellaneous emails - Receiver and Empirical	0.10	\$ 62.50
20 Jan 22	E-Mail from Hershorn / Review Amendments	0.20	\$ 125.00
20 Jan 22	Miscellaneous: Review re: Purchaser's liens and letter to Danny	0.60	\$ 375.00
20 Jan 22	Revise Document and circulate Service List	0.10	\$ 62.50
20 Jan 22	E-Mail from Weisz re: Listing proposals / From CBRE / NDAs	0.20	\$ 125.00
20 Jan 22	E-Mail from Danny re: Purchaser's liens and telephone call	0.40	\$ 250.00
20 Jan 22	Prepare Draft letter to Hershorn and email Danny	0.30	\$ 187.50
20 Jan 22	E-Mail from Danny / To Arnie	0.10	\$ 62.50
20 Jan 22	E-Mail from Hamilton	0.10	\$ 62.50
20 Jan 22	E-Mail to Hamilton	0.10	\$ 62.50
20 Jan 22	E-Mail from and to Danny re: CBRE	0.10	\$ 62.50
21 Jan 22	E-Mail from Empirical to Weisz	0.10	\$ 62.50
21 Jan 22	E-Mail from Receiver - Property update and Notice to Creditors	0.20	\$ 125.00
21 Jan 22	E-Mail from Danny re: Empirical questions	0.10	\$ 62.50
21 Jan 22	E-Mail from and to Danny	0.10	\$ 62.50
21 Jan 22	Miscellaneous emails with Receiver re: document requests	0.10	\$ 62.50
24 Jan 22	E-Mail form Herschorn	0.10	\$ 62.50
24 Jan 22	Miscellaneous: Review Court Order / Email Danny	0.10	\$ 62.50

Account No.	MAT63794/CNT12813	Invoice No.	INV01-2283	Date	24 Feb 2022	Page	094 5 of 7
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Date	Description	Time	Amount
25 Jan 22	Telephone Call and to Danny / Revise service list	0.30	\$ 187.50
25 Jan 22	Miscellaneous: FC upload data /Instruct and review	0.20	\$ 125.00
25 Jan 22	E-Mail to all parties	0.10	\$ 62.50
26 Jan 22	Telephone Call From Purchaser	0.10	\$ 62.50
26 Jan 22	E-Mail from Purchaser	0.10	\$ 62.50
26 Jan 22	E-Mail to Purchaser with Court Order	0.10	\$ 62.50
26 Jan 22	E-Mail from Receiver	0.10	\$ 62.50
26 Jan 22	Letter From Herschorn	0.10	\$ 62.50
26 Jan 22	Letter To Herschorn / Email to Danny	0.30	\$ 187.50
26 Jan 22	Miscellaneous emails with Danny and Strahl	0.20	\$ 125.00
26 Jan 22	Instruct Lana	0.20	\$ 125.00
26 Jan 22	Miscellaneous emails with Strahl and Danny	0.10	\$ 62.50
27 Jan 22	E-Mail from Receiver / Request to Ideal for info	0.10	\$ 62.50
27 Jan 22	E-Mail from Receiver / Revise letter	0.10	\$ 62.50
31 Jan 22	Miscellaneous emails re: sale process	0.20	\$ 130.00
31 Jan 22	E-Mail from Receiver and call to Receiver re: APS	0.20	\$ 130.00
31 Jan 22	E-Mail to Hamilton re: APSs	0.10	\$ 65.00
31 Jan 22	Letter From Hirshorn	0.10	\$ 65.00
31 Jan 22	E-Mail to Receiver / To Herschorn	0.10	\$ 65.00
31 Jan 22	Miscellaneous email from Ideal with APSs and info / Instruct Lana	0.20	\$ 130.00
31 Jan 22	Miscellaneous: Review BIA re: challenge security	0.30	\$ 195.00
31 Jan 22	Research: Insolvency research	0.60	\$ 105.00
31 Jan 22	Reviewing Document: APS, additional client documents	0.60	\$ 105.00
01 Feb 22	E-Mail from Receiver and email from Dragon Holdings	0.10	\$ 65.00
01 Feb 22	E-Mail from Receiver / To Dragon	0.10	\$ 65.00
01 Feb 22	Research: Insolvency research/disclaimer	1.40	\$ 245.00
02 Feb 22	Miscellaneous emails with Strahl and Receiver	0.10	\$ 65.00
02 Feb 22	E-Mail from and to Receiver re: listing proposals	0.10	\$ 65.00
03 Feb 22	E-Mail from Receiver re: listing	0.10	\$ 65.00
03 Feb 22	E-Mail from and call to Strahl	0.10	\$ 65.00
03 Feb 22	Miscellaneous: Review listing proposals	0.40	\$ 260.00
03 Feb 22	Miscellaneous: Meeting with Receiver re: listing proposals	0.50	\$ 325.00
03 Feb 22	Telephone Call To Lana re: research	0.20	\$ 130.00
03 Feb 22	E-Mail from Receiver re: listing procedures	0.10	\$ 65.00
03 Feb 22	Instruct Lana re: research	0.10	\$ 65.00
03 Feb 22	Miscellaneous: Zoom meeting with Receiver and sec'd creditor re: listing	0.50	\$ 325.00
03 Feb 22	E-Mail to AWB and BM and receivership sale process	0.20	\$ 130.00
03 Feb 22	Instruct Lana re: further research parameters	0.20	\$ 130.00
03 Feb 22	Miscellaneous re sale process motion	0.20	\$ 130.00
03 Feb 22	E-Mail from Blair and AWB	0.10	\$ 65.00

Account No.	MAT63794/CNT12813	Invoice No.	INV01-2283	Date	24 Feb 2022	095 Page	6 of 7
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Date	Description	Time	Amount
03 Feb 22	E-Mail to Receiver re listing of property	0.20	\$ 130.00
03 Feb 22	E-Mail to AWB and BM re: sale procedure	0.10	\$ 65.00
04 Feb 22	E-Mail from receiver re opinion letter	0.10	\$ 65.00
04 Feb 22	E-Mail from Danny re Listing Agreement	0.10	\$ 65.00
04 Feb 22	E-Mail from Danny re NDA	0.10	\$ 65.00
04 Feb 22	Miscellaneous e-mails re lender's security	0.10	\$ 65.00
04 Feb 22	Research: Research re disclaiming APS, reviewing client documents and APS	1.20	\$ 210.00
07 Feb 22	Miscellaneous emails re: sale process	0.20	\$ 130.00
07 Feb 22	Telephone Call From and to Larry	0.10	\$ 65.00
08 Feb 22	Miscellaneous emails re: APS	0.10	\$ 65.00
08 Feb 22	Prepare motion materials - N.O.M.	1.50	\$ 975.00
08 Feb 22	E-Mail to Danny	0.10	\$ 65.00
08 Feb 22	Prepare Draft Sale Order	0.60	\$ 390.00
08 Feb 22	Research / Document Preparation: Finding re disclaiming APS for factum	1.30	\$ 227.50
09 Feb 22	E-Mail from Receiver	0.10	\$ 65.00
09 Feb 22	Telephone Call From Receiver	0.20	\$ 130.00
09 Feb 22	Document Preparation: Drafting Disclaiming law for Factum	2.00	\$ 350.00
09 Feb 22	Letter To Client: Case law re disclaiming APS	0.30	\$ 52.50
10 Feb 22	E-Mail from Receiver	0.10	\$ 65.00
10 Feb 22	E-Mail to Larry and Receiver / Locate documents	0.20	\$ 130.00
10 Feb 22	E-Mail from Wong	0.10	\$ 65.00
10 Feb 22	Revise Document: Service List / Email all parties	0.10	\$ 65.00
10 Feb 22	Letter To Larry	0.20	\$ 130.00
14 Feb 22	E-Mail from and to Larry re: scheduling motion	0.10	\$ 65.00
14 Feb 22	E-Mail to Jeff, Larry	0.10	\$ 65.00
14 Feb 22	E-Mail from Jeff	0.10	\$ 65.00
14 Feb 22	Letter To Jeff re: security documents	0.60	\$ 390.00
15 Feb 22	E-Mail from Caselines	0.10	\$ 65.00
15 Feb 22	E-Mail from and to Jeff re: motion	0.10	\$ 65.00
17 Feb 22	E-Mail from Slavens	0.10	\$ 65.00
18 Feb 22	Conference Call With Danny and Slavens	0.70	\$ 455.00
18 Feb 22	Telephone Call To Danny	0.10	\$ 65.00
18 Feb 22	E-Mail form Danny re: Motion	0.10	\$ 65.00
18 Feb 22	E-Mail from Danny re: Tarion call	0.10	\$ 65.00
22 Feb 22	E-Mail from Wong to Ideal	0.10	\$ 65.00
22 Feb 22	E-Mail form and to Daniel	0.10	\$ 65.00
22 Feb 22	Reporting File	0.10	\$ 65.00

Account No.	MAT63794/CNT12813	Invoice No.	INV01-2283	Date	24 Feb 2022	Page	096 7 of 7
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Total Fees	\$ 17,607.50
Total Disbursements	\$ 0.00
Total	\$ 17,607.50

Empirical Capital Corp.
Applicant

and

Ideal Developments (WC) Inc.
Respondent

097

Court File No. CV-21-00672628-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS
AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED
Proceeding commenced at Toronto

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File Number: 12859-002

EMPIRICAL CAPITAL CORP.

-and-

IDEAL (WC) DEVELOPMENTS INC.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD OF THE RECEIVER

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